Docusign Envelope ID: 625B3363-0542-8022-8068-D267A2F5258A

Court File No. CV-23-00710795-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP, 1000162801 ONTARIO CORP., AMERCAN CORPORATION and 1000199992 ONTARIO CORP.

Respondents

IN THE MATTER OF AN APPLICATION PURSUANT TO SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985 c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

THIRTEENTH REPORT OF THE RECEIVER

Dated October 2, 2026

Docusign Envelope ID: 625B3363-0542-8022-8068-D267A2F5258A

A. Introduction

1. On December 21, 2023 (the "**Appointment Date**"), the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made an order (the "**Appointment Order**") pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* R.S.C. 1985, c. B-3, as amended ("**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O 1990, c. 43, as amended, *inter alia*, appointing Albert Gelman Inc. ("**AGI**") as receiver and manager (in such capacity, the "**Receiver**"), without security, of all present and future property, assets and undertakings of 2011836 Ontario Corp. ("**201Co**.") and Jefferson Properties Limited Partnership ("**JPLP**" and, together with 201Co., the "**Debtors**"), including the real property known municipally as 39, 53 and 67 Jefferson Side Road, Richmond Hill, Ontario (the "**Real Property**"). The Appointment Order was granted pursuant to an application (the "**Receivership Application**") made by Cameron Stephens Mortgage Capital Ltd. ("**Cameron Stephens**"), the Debtors' senior secured lender. Attached as **Appendix A** is a copy of the Appointment Order.

2. The primary objective of these receivership proceedings has been to complete the construction of a residential housing project located at the Real Property and known as "Richmond Hill Grace" (the "**Project**") and to sell the units in the Project, all in an effort to maximize the recovery to the Debtors' stakeholders.

B. Purpose of Report

3. The purpose of this report (the "**Thirteenth Report**") is to provide stakeholders and the Court with an update on these proceedings and to support the Receiver's motion for the following relief, among other things:

(a) An order directing Tarion Warranty Corporation ("**Tarion**") to:

Docusign Envelope ID: 625B3363-0542-8022-8068-D267A2F5258A

(i) upon the Receiver's provision of a letter of credit to Tarion in the amount of $1,846,001.10 and in accordance with and subject to the terms of the Vendor Agreement (as defined below), pay $1,846,001.10 to the Receiver;

(ii) in the alternative to the foregoing:

1) hold $1,846,001.10 as cash collateral against the Debtors' obligations to Tarion under the Vendor Agreement (as defined below) and in relation to the Condo Units (as defined below), in accordance with the terms thereof, and to the credit of the Debtors (such monies being the "**Cash Collateral**"); and

2) return the balance of the Cash Collateral to the Debtors upon the expiry of the relevant warranty period for the Condo Units, as contemplated by the Vendor Agreement;

(iii) pay the Receiver interest and costs incurred on the Debtor's behalf in connection with Tarion's draw of $1,846,001.10 from the Bank of Montreal ("**BMO**") under the Condo LOC (as defined below);

(b) An order approving this Thirteenth Report and the Receiver's activities described therein; and

(c) The costs of this motion as against Tarion, plus all applicable taxes.

Docusign Envelope ID: 625B3363-0542-8022-8068-D267A2F5258A

C. Scope and Terms of Reference

4. This Thirteenth Report has been prepared solely for the purposes described in this report. Accordingly, the reader is cautioned that this Thirteenth Report may not be appropriate for any other purpose.

5. Capitalized terms not defined in this Thirteenth Report have the meanings ascribed to them in the Twelfth Report of the Receiver dated September 9, 2026 (the "**Twelfth Report**").

D. The Project

6. The Project consists of two separate condominiums.

7. One of these condominiums is a common elements condominium consisting of 36 freehold townhomes (collectively, the "**Freehold Units**").

8. The other condominium is a standard condominium consisting of 60 stacked townhomes (collectively, the "**Condo Units**" and, together with the Freehold Units, the "**Units**").

9. As noted in prior reports to the Court by the Receiver, the Project and the Units are substantially complete.

E. Tarion and the Vendor Agreement

10. Tarion is a corporation designated under the Ontario New Home Warranties Plan Act (the "***ONHWPA***") to oversee Ontario's new home warranty scheme. Where a vendor or builder of new homes is unable to fulfill its warranty obligations under the *ONHWPA*, Tarion is required to satisfy these warranty obligations in the place of the vendor and/or builder.

Docusign Envelope ID: 625B3363-0542-8022-8068-D267A2F5258A

11. One of these warranty obligations is a warranty concerning the return of deposits paid by a purchaser in connection with an agreement to purchase a new home.

12. In February 2021, JPLP and Tarion entered an agreement (the "**Vendor Agreement**") to facilitate the enrolment of the Project under the new home warranties plan provided for in the *ONHWPA*. A copy of the Vendor Agreement is attached hereto as **Appendix B**.

13. Through the Vendor Agreement, JPLP indemnified Tarion for any costs, expenses or losses incurred by Tarion in connection with the Project, including where Tarion fulfills warranty obligations on JPLP's behalf.

14. The Vendor Agreement provided, among other things, that Tarion was entitled to require JPLP to provide security to Tarion to secure JPLP's obligations to Tarion under the Vendor Agreement. The Vendor Agreement also governs the terms under which Tarion can enforce security provided on the Debtors' behalf.

F. Receiver's Disclaimer of Agreements of Purchase and Sale

15. A number of both the Condo Units and the Freehold Units were subject to agreements of purchase and sale prior to the appointment of the Receiver.

16. In June 2024, the Ontario Superior Court of Justice made an Order authorizing the Receiver to terminate and disclaim the 28 pre-receivership agreements of purchase and sale in respect of the Freehold Units, which the Receiver subsequently did.

17. This resulted in purchasers of the Freehold Units filing claims with Tarion for reimbursement in connection with their deposits (which deposits the Receiver understands were injected into the Project and were not retained by JPLP).

Docusign Envelope ID: 625B3363-0542-8022-8068-D267A2F5258A

18. The Receiver understands that Tarion made payment to a number of Freehold Unit purchasers in respect of these deposit warranty claims, and has in turn claimed a right to be indemnified by JPLP in the amount of $3,286,001.10 in connection with the same.

G. The Amended Notices of Proposal and the LOCs

19. The Vendor Agreement and the *ONHWPA* contemplate that, from time to time, Tarion can require further security from JPLP to secure JPLP's obligations to Tarion and as a condition of the Project's enrollment under the *ONHWPA*.

20. On January 30, 2025, Tarion served two notices of proposal (the "**Amended Notices of Proposal**") to require further conditions for the enrollment of the Condo Units and the Freehold Units under the new home warranty program, respectively. Copies of the Amended Notices of Proposal are attached hereto as **Appendix C**.

21. These Amended Notices of Proposal required, among other things, that JPLP post security in the amount of $2,400,000 in respect of the Condo Units and $1,440,000 in respect of the Freehold Units.

22. An investor in the first mortgage against the Real Property administered by Cameron Stephens, satisfied these requirements on the Debtors' behalf by causing BMO to issue the two separate letters of credit: one for the Condo Units and one for the Freehold Units. Each letter of credit had a face value corresponding to the amounts listed in the Amended Notices of Proposal for the Condo Units and the Freehold Units, respectively:

Docusign Envelope ID: 625B3363-0542-8022-8068-D267A2F5258A

(a) A letter of credit bearing number BMTO8000666OS and with a value of $2,400,000 (the "**Condo LOC**"), a copy of which is hereto attached as **Appendix D**; and

(b) An amended letter of credit bearing number BMTO786681OS and with a value of $1,440,000 (the "**Freehold LOC**"), a copy of which is hereto attached as **Appendix E**.

23. On or about December 23, 2025, Tarion drew on the Freehold LOC in the amount of $1,440,000 and the Condo LOC in the amount of $1,846,001.10, both draws having been to indemnify Tarion for amounts it paid in connection with the deposit claims related to the Freehold Units.

24. A copy of the letter sent by Tarion to BMO in connection with its drawdown on the Condo LOC is attached hereto as **Appendix F**.

25. A copy of an email (and attachments) from Tarion's counsel to the Receiver's counsel identifying that Tarion's $1,846,001.10 drawdown on the Condo LOC was on account of deposit claims in relation to the Freehold Units is attached hereto as **Appendix G**.

H. Tarion's draw under the Condo LOC was a breach of the Vendor Agreement

26. The Receiver is of the view that Tarion's draw of $1,846,001.10 under the Condo LOC to indemnify itself for its liability in relation to warranty claims paid in connection with the Freehold Units was a breach of Tarion's obligations under the Vendor Agreement. The Receiver recommends that this Court order Tarion to unwind this improper act by paying $1,846,001.10 to the Receiver upon the Receiver's provision of a letter of credit to Tarion in

Docusign Envelope ID: 625B3363-0542-8022-8068-D267A2F5258A

the amount of $1,846,001.10 and in accordance with and subject to the terms of the Vendor Agreement.

27. In the alternative, if the Court is not prepared to make such an order, the Receiver recommends that the Court order that Tarion:

(a) Hold such an amount in cash as security for the Debtors' obligations to Tarion in relation to the Condo Units, with any remaining balance to be returned to the Debtors in accordance with the terms of the Vendor Agreement once Tarion no longer faces exposure in connection with warranty liability secured by these funds; and

(b) Compensate the Debtors' estate for the costs and expenses caused by this improper draw on the Condo LOC.

28. Article 3.8.3 of the Vendor Agreement provides that security posted in connection with a condominium project shall be limited to such condominium project:

> The Vendor agrees that unless the Security instrument or other written statement from Tarion states otherwise (e.g. project specific or limited to defined Homes) then any Security provided to Tarion by or on behalf of the Vendor shall secure Vendor Obligations of the Vendor in respect of the: (i) Homes; and (ii) any other homes hereafter sold or constructed by the Vendor unless specifically released by Tarion in writing. **Despite the foregoing, in connection with an Application for QFE Confirmation in respect of a condominium project, the Security provided in connection with the condominium project shall be limited to the such condominium project (including both residential units and common elements) unless the Security instrument provides otherwise.** (emphasis added)

29. The Condo LOC was security "provided in connection with the condominium project." As such, the Vendor Agreement restricted Tarion to only drawing on the Condo LOC to indemnify itself for liability incurred in relation to the Condo Units.

Docusign Envelope ID: 625B3363-0542-8022-8068-D267A2F5258A

30. As noted above, Tarion has acknowledged that it drew $1,846,001.10 on the Condo LOC in connection with warranty claims made by purchasers in relation to the Freehold Units. This was contrary to the requirements of article 3.8.3 of the Vendor Agreement.

31. On April 2, 2026, counsel to the Receiver sent a letter to counsel to Tarion advising of the impropriety of Tarion's draw on the Condo LOC. A copy of this letter is attached hereto as **Appendix H**.

32. On April 30, 2026, counsel to Tarion sent a letter to counsel to the Receiver advising that Tarion was of the view that it was entitled to draw on the Condo LOC. A copy of this letter is attached hereto as **Appendix I**.

33. The Condo Units and the Freehold Units are each part of legally distinct condominiums, the former being a standard condominium and the latter being a common elements condominium.

34. The declaration for the standard condominium is attached hereto as **Appendix J**.

35. The declaration for the common elements condominium is attached hereto as **Appendix K**.

36. Tarion's own records characterize these as two separate "condo projects." A screenshot of the Home Construction Regulatory Authority's website[1] showing the condominium projects of which Jefferson Properties Limited Partnership is the vendor and

[1] https://obd.hcraontario.ca/profile/B48736

Docusign Envelope ID: 625B3363-0542-8022-8068-D267A2F5258A

builder is attached hereto as **Appendix L**. According to this website, this information is provided to the Home Construction Regulatory Authority by Tarion.

I. Damages occasioned by improper draw on the Condo LOC

37. The Receiver is advised that $14,222.61 in interest and banking fees were incurred on Cameron Stephens' behalf, resulting from Tarion's $1,846,001.10 draw on the Condo LOC.

38. The Receiver understands that Cameron Stephens, added these amounts to the debt owing by the Debtors to Cameron Stephens as protective disbursements, as contemplated by the commitment letter and mortgage charge between Cameron Stephens and the Debtors, which documents are attached hereto as **Appendix M**.

J. Other Activities

39. Since the Twelfth Report of the Receiver, the Receiver has engaged in, among other things, the following activities:

(a) Continuing to direct and oversee the outstanding construction tasks for the Project, in consultation with the Receiver's advisors;

(b) Preparing this Thirteenth Report;

(c) Responding to several appeals commenced by Fanseay Wang ("**Fanseay**"), the principal of the Debtors, of orders made in this proceeding;

(d) Preparing materials in connection with a motion seeking a vexatious litigant order in respect of Fanseay. The motion was heard on September 8, 2026, and the vexatious litigant order was granted on September 23, 2026 by an order of

Docusign Envelope ID: 625B3363-0542-8022-8068-D267A2F5258A

the Honourable Justice Dietrich. A copy of the reasons for decision are attached hereto as **Appendix N**;

(e) Providing instructions to Homelife in connection with the marketing and sale of the Units, pursuant to the Sales Process;

(f) Corresponding with Cameron Stephens in connection with the Sales Process and other matters;

(g) Completing the assignment of certain claims from the Debtors to Cameron Stephens, in accordance with the Order of Justice J. Dietrich of September 17, 2026. Copies of these orders and endorsement are attached hereto as **Appendix O;**

(h) Completing a number of Unit sale transactions and making distributions to Cameron Stephens in respect of the same; and

(i) Corresponding with various creditors and other stakeholders in respect of the Project and the within receivership proceedings.

K. Order Requested

40. The Receiver respectfully requests that the Court grant the relief described in paragraph 3 of this Thirteenth Report.

All of which is respectfully submitted this 2nd day of October, 2026,

ALBERT GELMAN INC., solely in its capacity as Court-Appointed Receiver of each of the Debtors and the Real Property and not in any other capacity

Docusign Envelope ID: 625B3363-0542-8022-8068-D267A2F5258A

Per: Signed by: Tom McElroy 921A5905C11C4F7...

Tom McElroy, *CIRP, LIT*
Managing Director (Ontario)

APPENDIX A

Court File No. CV-23-00710795-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	THURSDAY, THE
JUSTICE CAVANAGH	)	21st DAY OF DECEMBER, 2023
	)	

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP, 1000162801 ONTARIO CORP., AMERCAN CORPORATION and 1000199992 ONTARIO CORP.

Respondents

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

ORDER
(appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing Albert Gelman Inc. as receiver and manager (in such capacities, the "Receiver") without security, of all present and future property, assets and undertakings of 2011836 Ontario Corp. and Jefferson Properties Limited Partnership (collectively the "Debtors") including the real property listed in Schedule "A" hereto (which assets and real property are hereinafter collectively referred to as the "Property"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of John David sworn December 6, 2023, the Supplementary Affidavit of John David sworn December 15, 2023, and Further Supplementary Affidavit of John David sworn December 20, 2023, with all Exhibits thereto, and on reading the Affidavit of Fengxi Fanseay Wang sworn December 14, 2023, with all Exhibits thereto and on hearing the submissions of counsel for the Applicant and the Respondents, and on the Respondents consenting to the amount of the Receiver's borrowing charge, and on reading the consent of Albert Gelman Inc. to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Albert Gelman Inc. is hereby appointed Receiver, without security, of the Property.

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

c) to manage, operate and carry on business of the Debtor and complete construction of the Property including the powers to enter into any agreements, incur any obligations in the ordinary course of business, or cease to perform any contracts of the Debtors in respect of the Property;

d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets in respect of the Property or any part or parts thereof;

f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors in respect of the Property and to exercise all remedies of the Debtors in respect of the Property in collecting such monies, including, without limitation, to enforce any security held by the Debtors;

g) to settle, extend or compromise any indebtedness owing to the Debtors;

h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

    (i) without the approval of this Court in respect of any transaction not exceeding $250,000.00 provided that the aggregate consideration for all such transactions does not exceed $1,000,000.00; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;

p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any Property owned or leased by the Debtors;

q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and

r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

s) and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making

copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS

8. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts"). For certainty, all receipts shall be deposited into the Post Receivership Accounts and all Permitted Disbursements (defined below) shall be drawn from the Post Receivership Accounts. “Permitted Disbursements” shall include but shall not be limited to realty taxes, utilities, insurance, construction and related costs, maintenance expenses, other reasonable expenses, and business expenses. The monies standing to the credit of

such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

14. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or

other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

18. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $7,000,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

23. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

24. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/ shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL https://www.albertgelman.com/corporate-solutions/other-engagements/.

25. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

26. **THIS COURT ORDERS** that the Receiver may retain solicitors to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including without limitation, those conferred by this Order. The Receiver is specifically authorized and permitted to use the solicitors for the Applicant herein as its own counsel in respect of any matter where there is no conflict of interest. In respect of any legal advice or issue where a conflict may exist or arise in respect of the Applicant and the Receiver or a third party, the Receiver shall utilize independent counsel.

27. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of each of the Debtors.

29. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. **THIS COURT ORDERS** that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Property with such priority and at such time as this Court may determine.

32. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

_____

SCHEDULE "A"

THE DEBTOR'S REAL PROPERTY

PIN No. 03208 – 3229 (LT): Block 1, Plan 65M4637; Subject to an Easement as in YR2622073; Subject to an Easement as in YR2644669; Subject to an Easement in Gross as in YR2817498; City of Richmond Hill; and

PIN No. 03208 – 3230 (LT): PT LTS B&C, Plan 1916 Being Part 3; Plan 65R-37587; Subject to an Easement as in YR2622073; Subject to an Easement as in YR2644669; Subject to an Easement in Gross as in YR2817498; City of Richmond Hill;

Municipal address: 39, 53 and 67 Jefferson Side Road, Richmond Hill, Ontario

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

THIS IS TO CERTIFY that Albert Gelman Inc., the receiver (the "Receiver") of all present and future assets, properties and undertakings of 2011836 Ontario Corp. and Jefferson Properties Limited Partnership (collectively the "Debtors") including the real property listed in Schedule "A" hereto (collectively the "**Property**") as such terms are defined in the Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 21st day of December 2023 appointing the Receiver (the "**Order**") made in an Application having Court file number CV-23-00710795-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $_____, being part of the total principal sum of $_____which the Receiver is authorized to borrow under and pursuant to the Order.

33. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

34. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

35. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

36. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

37. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

38. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 2023.

Albert Gelman Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

CAMERON STEPHENS MORTGAGE CAPITAL LTD. Applicant	and	2011836 ONTARIO CORP., et al. Respondents

Court File No. CV-23-00710795-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

Proceeding commenced at Toronto

ORDER

GARFINKLE BIDERMAN LLP
Barristers & Solicitors
1 Adelaide Street East, Suite 801
Toronto, Ontario M5C 2V9

Wendy Greenspoon-Soer – LSO#: 34698L
Tel: 416-869-1234
Email: wgreenspoon@garfinkle.com

Lawyers for the Applicants,
Cameron Stephens Mortgage Capital Ltd.

File Number: 6243-679

APPENDIX B

TARION
BUILDING CONFIDENCE

VENDOR AGREEMENT

THIS AGREEMENT is effective as of the **01** day of **February**, 2021.

BETWEEN:

Jefferson Properties Limited Partnership

[Print the full and exact legal name of the Vendor]
("Vendor")

1001-980 Yonge Street, Toronto, Ontario M4W 3V8

[Print full address of the Vendor for notice purposes]

AND:

TARION WARRANTY CORPORATION
("Tarion")

RECITALS:

A. Tarion is a private, not-for-profit corporation designated by regulation to administer the *Ontario New Home Warranties Plan Act.*

B. The Vendor proposes to offer to sell, agree to sell or sell one or more new homes.

C. The Vendor acknowledges that in order to offer to sell, agree to sell or sell new homes the Vendor must: be licensed under the *New Home Construction Licensing Act, 2017*; and must ensure that any such homes are qualified to be enrolled and/or enrolled in the Ontario New Home Warranties and Protection Plan.

D. This Agreement sets out requirements in addition to regulatory conditions and provisions that govern the qualification for enrolment or enrolment for applicable homes.

NOW THEREFORE in consideration of the sum of $1.00 and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Vendor agrees with Tarion as follows:

ARTICLE 1
INTERPRETATION

1.1 Recitals

1.1.1 The recitals to this Agreement form part of the Agreement and are incorporated by reference herein.

1.2 Definitions

1.2.1 Any term used in this Agreement that is defined in the ONHWP Act or its regulations, and that is not otherwise defined in this Agreement, has the meaning given to the term in the ONHWP Act or its regulations.

1.2.2 In this Agreement:

1.2.2.1 "**builder agreement"** means a builder agreement as defined in Ontario Regulation 637/20 under the ONHWP Act (Builder Agreements and Vendor Agreements);

1.2.2.2 **"Construction Contract"** means a contract between a builder and an owner, under which the builder undertakes the construction of a new home that is subject to the ONHWP Act;

1.2.2.3 "**Effective Date**" means the date first written above;

1.2.2.4 **"Enrolment Confirmation"** means an enrolment of a home in the Plan as provided for under subsection 10.3(8) of the ONHWP Act;

1.2.2.5 **"Homes"** any and all "homes" for which the Vendor is a "vendor" (including homes it offers to sell or agrees to sell) from and after the Effective Date until the Vendor Obligations are exhausted as referenced in Section 8.1;

1.2.2.6 **"Indemnified Amounts"** means the amounts to be paid by the Vendor under Section 4.1;

1.2.2.7 **"Insolvency Proceeding"** means any receivership, insolvency, proposal, bankruptcy, compromise, arrangement, reorganization, winding-up, dissolution or other similar proceeding, whether or not judicial in nature;

1.2.2.8 **"Material Change"** means a significant proposed, imminent, or implemented change in the business, operations, personnel, assets, liabilities or affairs of the Vendor including:

(a) a significant change in matters relating to sales or transfers, construction financing or the prospects for completion of construction and sales or transfers of the Homes,

(b) a significant change in information about the proposed construction plans in relation to the Homes,

(c) a significant change in information concerning the servicing of warranties or protections for the Homes, and

(d) the commencement of an Insolvency Proceeding or receipt of knowledge of an imminent Insolvency Proceeding.

1.2.2.9 **"NHCL Act"** means the *New Home Construction Licensing Act, 2017* and regulations thereunder, as amended from time to time;

1.2.2.10 **"ONHWP Act"** means the *Ontario New Home Warranties Plan Act* and regulations thereunder, as amended from time to time;

1.2.2.11 **"QFE Confirmation"** means a written confirmation by Tarion under subsection 10.3(7) of the ONHWP Act that a home qualifies for enrolment in the Plan;

1.2.2.12 **"Security"** has the meaning given to it in Section 3.8.1;

1.2.2.13 **"Specified Terms and Conditions"** means those terms, conditions and provisions referred to in Section 3.5.1;

1.2.2.14 **"Vendor"** means the Vendor noted on the title page of this Agreement, including any successors and assigns, whether or not licensed under the NHCL Act;

1.2.2.15 **"Vendor Obligations"** means the Vendor's vendor obligations as defined in Ontario Regulation 637/20 under the ONHWP Act and includes, for greater certainty, all obligations, liabilities and indebtedness of a vendor to Tarion under the ONHWP Act, under an agreement with Tarion (including this Vendor Agreement), under Specified Terms and Conditions, a Registrar Bulletin or Registrar Directive or otherwise, including without being limited to, obligations, liabilities and indebtedness for:

1.2.2.15.1 all payments made by Tarion in respect of a claim or potential claim,

1.2.2.15.2 the value of services provided by Tarion in respect of a claim or potential claim,

1.2.2.15.3 costs incurred by Tarion relating to a claim or potential claim, including legal fees, expert fees and other consultant fees on a full indemnity basis,

1.2.2.15.4 damages suffered by Tarion in respect of a claim or potential claim,

1.2.2.15.5 all costs incurred by Tarion in enforcing the obligations, liabilities and indebtedness of a vendor to Tarion, and

1.2.2.15.6 applicable administration fees, penalties, taxes and interest on the above.

1.2.3 In this Agreement, unless the contrary intention appears, a reference to:

1.2.3.1 "this Agreement", "hereto", "herein", "hereof", "hereby", "hereunder" and any similar expressions refer to this Vendor Agreement as it may be supplemented, amended or restated from time to time, and not to any particular Article, section or other portion hereof;

1.2.3.2 an "amendment" includes an amendment, supplement, novation, re-enactment, replacement, restatement or variation and "amend" will be construed accordingly;

1.2.3.3 any person includes its successors and assigns, replacements, transferees and substitutes from time to time; and

1.2.3.4 any document includes (without prejudice to any prohibition on amendments) all amendments (however fundamental) to that document, including any amendment providing for any increase (however great) in the amount or the provision of any facility.

1.3 Headings

1.3.1 The inclusion of headings in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

1.4 References to Articles and Sections

1.4.1 Whenever in this Agreement a particular Article, section or other portion thereof is referred to, such reference pertains to the particular Article, section or portion thereof contained herein, unless otherwise indicated.

1.5 References to Agreements and Enactments

1.5.1 Except as otherwise specifically provided:

1.5.1.1 reference in this Agreement to any contract, agreement or any other document shall be deemed to include (i) reference to the same as supplemented, amended or restated from time to time and (ii) reference to any contract, agreement or any other document which substitutes, in whole or in part, for the same from time to time; and

1.5.1.2 reference in this Agreement to any enactment, including, without limitation, any statute, law, by-law, regulation, rule, ordinance or order, shall be deemed to include reference to such enactment as re-enacted or amended from time to time and to any enactment in substitution therefor.

1.6 Currency

1.6.1 Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian currency.

1.7 Gender and Number

1.7.1 In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.8 Invalidity of Provisions

1.8.1 Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision or part hereof. To the extent permitted by applicable law, the parties waive any provision of law which renders any provision of this Agreement invalid or unenforceable in any respect.

1.9 No Conditions Precedent

1.9.1 This Agreement is effective on the Effective Date.

1.10 Amendment, Waiver

1.10.1 No amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

1.11 Governing Law, Attornment

1.11.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the Vendor hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties

2.1.1 The Vendor represents and warrants to Tarion as follows:

2.1.1.1 the Vendor has authority to enter into this Agreement;

2.1.1.2 if the Vendor is other than a natural person, it has been duly formed and is existing and correspondingly licensed or otherwise authorized to carry on business under the laws of the Province of Ontario.

2.1.1.3 this Agreement has been duly executed and delivered by and on behalf of the Vendor;

2.1.1.4 this Agreement constitutes a legal, valid and binding obligation of the Vendor, enforceable against it in accordance with its terms subject however to the application of general equitable principles and/or any discretionary remedies and equitable relief that may be invoked by a court of competent jurisdiction, and also subject to bankruptcy, insolvency, reorganization, arrangement, winding-up, moratorium and other similar laws of general application which may limit the enforcement of creditors' rights generally;

2.1.1.5 the entering into of this Agreement and the performance by the Vendor of its obligations hereunder does not and will not contravene, breach or result in any default under the constating documents or other organizational documents of the Vendor or any applicable law;

2.1.1.6 no authorization, consent or approval of, or filing with or notice to, any person or official body is required in connection with the execution and delivery of this Agreement by the Vendor or the performance of this Agreement by the Vendor;

2.1.1.7 except as disclosed in writing to Tarion, there is no court, administrative, regulatory or similar action (whether civil, quasi-criminal, or criminal), arbitration or other dispute settlement procedure, investigation or inquiry, or any similar matter or action against or involving the Vendor, whether in progress or threatened, which, if determined adversely to the Vendor, would materially adversely affect its ability to perform any of the provisions of this Agreement;

2.1.1.8 the Vendor holds all licences, permits and government approvals needed in order to sell the Homes; and

2.1.1.9 the Vendor has not omitted to disclose anything that could have a material adverse impact upon the risk assessment associated with the QFE Confirmation or Enrolment Confirmation.

2.2 Survival of Representations and Warranties

The representations and warranties of the Vendor set forth in Section 2.1 may be relied upon by Tarion, and shall continue in full force and effect, so long as any Vendor Obligations remain outstanding.

ARTICLE 3
AGREEMENTS OF VENDOR

3.1 Vendor to Preserve Status

3.1.1 The Vendor acknowledges, consents and agrees:

3.1.1.1 if it is an entity other than a natural person that it shall at all times maintain and preserve its existence as such entity; and

3.1.1.2 if it is an entity other than a natural person, that it shall not change its name or change the jurisdiction of its chief executive office or principal place of business (as such terms are used in the PPSA from time to time) without written notice to Tarion at least fifteen (15) days prior to such change.

3.2 Vendor to Furnish Information to Tarion

3.2.1 The Vendor represents and warrants that the information set forth in its application(s) for QFE or Enrolment, and in other documents furnished by the Vendor or its representatives to Tarion in connection with such application or otherwise, is true and correct in all material respects and does not omit to communicate any fact, circumstance or information that could reasonably affect Tarion's assessment and determination of the QFE or Enrolment, the ability of the Vendor to fulfill its obligations under this Agreement and the ONHWP Act, or the risk assessment undertaken (or to be undertaken) in connection with the granting of the QFE or Enrolment.

3.2.2 The Vendor shall, upon request of Tarion and at the expense of the Vendor, within such time as Tarion specifies, furnish Tarion with the following information and/or documentation, and Tarion shall safeguard said documentation and/or information in accordance with Tarion's Access to Information and Privacy Policy:

3.2.2.1 financial information or documents, including without limitation: financial statements, statements of net worth, bank statements, driver's licenses, birth certificates, articles of incorporation, corporate bylaws, other constating and organizational documents, sample signatures, and such other financial information or documents including electronic records as Tarion may reasonably require for the purpose of processing the QFE or Enrolment.

3.2.2.2 copies of purchase agreements, construction contracts, insurance contracts, budgets, workplans, business plans, project schedules, construction reports, or any other records (electronic or otherwise) relating to the Homes.

3.2.2.3 information and documents, including updates and supplements to that referred to above, for the purpose of reviewing the status of the QFE or Enrolment, and consideration of risk for Tarion and the guarantee fund provided for under the ONHWP Act in respect of the Homes.

3.2.2.4 any other information or documents Tarion may reasonably require from time

to time, including updates and supplements to any information previously provided to Tarion.

3.2.3 The Vendor shall provide Tarion with information satisfactory to Tarion that the Vendor and the builder (if the builder is not the Vendor) and any other interested persons are qualified and suited for the work they will do in connection with the Homes having regard to prior conduct, including history of claims made, claims resolved, claims paid by Tarion, chargeable conciliations and after-sales service.

3.2.4 The Vendor shall, upon request of Tarion, at any time or times provide a written update confirming the identity of interested persons, principals, officers, directors, employees, persons providing financial contribution and persons providing guarantees of the Vendor's obligations and promptly advise Tarion when any of those persons who are significant to the Vendor's operations are no longer employed or associated with the Vendor or builder.

3.2.5 The Vendor shall make representatives of the Vendor available to Tarion for interviews during normal business hours, and provide reasonable access to information, documents, things, books, records (including electronic records), plans and other materials, for the purpose of confirming matters relating to the Vendor Obligations.

3.2.6 The Vendor shall, from time to time, at the Vendor's expense, furnish to Tarion any information, documents, things, and records relating to the eligibility of the Homes for warranty coverage, work done or other steps taken to resolve warranted claims and otherwise the status of warranty coverage of the Homes and authorizes Tarion to share such information with:

3.2.6.1 The purchasers of such Homes who have entered into a purchase agreement with the Vendor.

3.2.6.2 The owners of such Homes who have entered into a Construction Contract with the Vendor.

3.2.6.3 The owners of such Homes to whom the Vendor has transferred title to the Home.

3.2.7 The Vendor shall permit representatives of Tarion to inspect a Home that is the subject of an application for QFE or Enrolment at any time after a builder has commenced construction.

3.3 Change in Circumstance

3.3.1 The Vendor shall, on request, advise Tarion of any incident involving the Vendor that involves fraud or misappropriation of funds.

3.3.2 The Vendor shall provide prompt written notice to Tarion if there is a Material Change.

3.3.3 The Vendor shall provide prompt written notice to Tarion of any proposal: (i) to reorganize, amalgamate, merge, consolidate or otherwise enter into any form of business combination with any person; and/or (ii) to liquidate, dissolve or wind up or take any steps or proceedings in connection therewith.

3.4 Consent and Authorization Regarding Credit Checks

3.4.1 The Vendor hereby authorizes and consents to Tarion procuring and utilizing, from time to time, credit information in respect of the Vendor, its affiliates and guarantors.

3.5 Conditions; Specified Terms and Conditions

3.5.1 If Tarion's notice of proposal to approve a QFE Confirmation or Enrolment Confirmation includes from time to time any terms, conditions or provisions with which the Vendor must comply ("**Specified Terms and Conditions**") then, unless the Specified Terms of Conditions are successfully appealed under section 10.6 of the ONHWP Act the Vendor acknowledges and agrees that the Specified Terms and Conditions are incorporated by reference herein and are binding as if set out in full in this Agreement.

3.5.2 The Vendor agrees to duly and diligently perform and/or comply with the Specified Terms and Conditions.

3.5.3 The Vendor agrees to use reasonable commercial efforts to satisfy any conditions set out in a QFE Confirmation and included pursuant to paragraphs 10.3(5)(b) and 10.3(6)(b) of the ONHWP Act.

3.6 Due Performance of Obligations

3.6.1 The Vendor shall duly and diligently perform:

3.6.1.1 all of the Vendor Obligations,

3.6.1.2 its obligations to purchasers and owners under purchase agreements or Construction Contracts for the Homes,

3.6.1.3 Its obligations under any construction contract with a builder of new homes

3.6.1.4 its obligations to purchasers and owners under the ONHWP Act and NHCL Act, including obligations to attach an Addendum (see Regulation 165/08) (the "Addendum") and Warranty Information Sheet or other required supplement to purchase agreements, conduct proper pre-delivery inspections, address deposit monies, address matters of delay and delay compensation, and service and attend to statutory warranties and protections in accordance with applicable law and relevant contractual provisions, [NTD: add definition for clarity]

3.6.1.5 all obligations under the NHCL Act, Condominium Act and Building Code Act, and all regulations under those Acts, insofar as such obligations relate in any way to Tarion, and

3.6.1.6 all obligations under other applicable law insofar as such obligations relate in any way to Tarion.

3.6.2 Following a risk-based inspection by Tarion of a Home, Tarion may issue to the Vendor a list of deficiencies in the construction of a Home that must be resolved to bring the Home into compliance with the ONHWP Act. The Vendor upon receipt shall resolve the deficiencies according to its obligations under the ONHWP Act within a reasonable period of time, failing which the unresolved items will be treated as warranty claims and any rights to challenge the assessment of the deficiencies as determined by Tarion (e.g. Builder Arbitration Forum) and possible sanctions for the Vendor (e.g. chargeable conciliation) will apply. [NTD: respond to request to create mechanism to challenge Tarion specified deficiencies]

3.6.3 The Vendor shall comply with all conditions applicable to the Homes including the requirement that the Vendor or builder, as the case maybe,

3.6.3.1 shall not commence to construct Homes in excess of the maximum number permitted to be constructed,

3.6.3.2 shall not commence to construct homes of any class for which the construction is restricted,

3.6.3.3 shall replace one form of Security previously provided to Tarion with another, as required,

3.6.3.4 shall provide Security to Tarion in addition to that already provided, in the amount and in the form determined by Tarion, and

3.6.3.5 shall promptly fulfil any term and condition imposed upon the Vendor by Tarion in connection with the release by Tarion of the whole or any part of any Security provided to Tarion by the Vendor.

3.6.4 If the Vendor does not build homes in the ordinary course of the Vendor's business and/or is not a licensed builder then the Vendor shall;

3.6.4.1 at all times during the construction of any Homes maintain in full force and effect an agreement or agreements with a builder duly licensed under the NHCL Act that: (a) does build homes in the ordinary course of its business, (b) is qualified to build the Homes, and (c) has entered into a builder agreement with Tarion.

3.6.4.2 provide Tarion with a true copy of such agreement or agreements between the Vendor and builder when applying for QFE or Enrolment under the ONHWP Act, and shall forthwith advise and provide appropriate replacement agreement(s) to Tarion should such agreement be terminated, modified or replaced with a similar agreement with another licensed builder. The agreement(s) shall provide for the builder to complete the Homes, and to perform the work required to meet the warranty and protection obligations of the Vendor under the ONHWP Act.

3.6.4.3 furnish to Tarion such information about the builder and its interested persons as Tarion determines is relevant to the application.

3.6.5 The Vendor agrees to have the appropriate persons who are associated persons of the Vendor complete written or oral interviews, tests or exams with respect to any matters that are relevant to the Homes and the sale, transfer, construction, financing, completion and after- sales service of the Homes.

3.6.6 The Vendor shall, on request, furnish to Tarion proof that it has complied with its obligation to attach an Addendum to purchase agreements, attach Warranty Information Sheet to purchase agreements and to collect and furnish Tarion with owner contact information all in accordance with Ontario Regulation 892

3.6.7 The Vendor shall preserve all assignable rights and claims that the Vendor may have against manufacturers, suppliers, vendors, builders, contractors, sub-contractors and others in respect of any breach of warranty or other defect in respect of the Homes, and shall, forthwith upon the request of Tarion, assign and transfer all such rights and claims to and in favour of Tarion, or as it may direct, and shall execute and deliver such assignments and other instruments and do such acts and things as Tarion may reasonably require in order to enable Tarion or its designate to prosecute and enforce such rights and claims as fully and effectually as the same could be prosecuted and enforced by the Vendor subject however to the overriding provisions of any

assignment of such rights, claims and/or interests involving any manufacturers, suppliers, builders, contractors and/or sub-contractors heretofore or hereafter made by the Vendor to and in favour of the lender(s) providing construction financing for the Homes, and which assignment to the construction lender(s) shall take priority over any such assignment by the Vendor to and in favour of Tarion, regardless of when same have been respectively created [and Tarion shall correspondingly execute a financing change statement under the PPSA to evidence and confirm said postponement and subordination to and in favour of the construction lender(s)], and following any such assignment to the construction lender Tarion shall not pursue nor enforce any rights and/or claims under or pursuant to any such assignment so granted by the Vendor to Tarion whatsoever.

3.6.8 The Vendor shall co-operate with Tarion in connection with requests for sales status reports, requests for construction status, and inspections under the ONHWP Act. The Vendor shall upon request pay all such fees as are permitted under the ONHWP Act and communicated in writing to the Vendor in any manner, including in a Registrar Bulletin or other advisory.

3.6.9 The Vendor shall pay to Tarion an administration fee equivalent to fifteen per cent (15%) (or such other per cent as may be stipulated from time to time by regulation under the ONHWP Act) of each amount paid out by Tarion to any purchaser(s), homeowner(s) or third party contractor(s)/consultant(s) in respect of the Vendor Obligations.

3.6.10 The Vendor shall pay to Tarion interest on any amounts owed to Tarion by the Vendor, due to any non-compliance with the Vendor Obligations, which interest shall accrue at the rate of 1.5 per cent (1.5%) per month, calculated daily (or such other interest rate as may be stipulated from time to time by regulation under the ONHWP Act). The Vendor shall make the interest payment referenced above on the first day of each month following the date of default in repaying the amounts owed until the amounts owed are repaid in full.

3.6.11 The Vendor covenants and agrees that it shall not advertise or publish a QFE Confirmation or Enrolment Confirmation that the Vendor does not have (or that does not exist). The Vendor acknowledges and agrees that a breach of this provision shall entitle the Registrar to obtain and enforce a court order to enjoin and/or restrain such activities.

3.6.12 The Vendor acknowledges and agrees that any QFE Confirmation or Enrolment Confirmation given to the Vendor is not assignable or transferable in whole or in part, whether by way of power of attorney, declaration of trust, sale, assignment, or otherwise. Any amalgamation or other corporate reorganization that would vest the Vendor's assets in a new or successor entity by operation of law shall be subject to the prior written consent of Tarion, such consent not to be unreasonably withheld or delayed. Such consent may require an assumption agreement acceptable to the parties each acting reasonable. The Vendor shall not state or hold out that a home has QFE Confirmation or Enrolment Confirmation if it does not.

3.7 Use of Information

3.7.1 The Vendor authorizes Tarion to: (a) report on the Vendor's performance and/or compliance status relating to homes in respect of which the Vendor acted as Vendor (or that were enrolled by the Vendor) in any publication whether print, electronic or otherwise; (b) disclose information to the general public concerning the Vendor's ability to sell homes and carry out any requisite after sales service and warranty work, where Tarion believes it advisable to do so in furtherance of the ONHWP Act; and (c) disclose as necessary any information required by law and in particular required to support the Ontario Builder Directory (or any successor directory) maintained under NHCL Act.

3.7.2 The Vendor authorizes Tarion to provide the name and contact information of the Vendor from time to time, and to anyone desiring to contact the Vendor.

3.7.3 The Vendor acknowledges that Tarion will collect, use, disclose and retain information obtained from the Vendor in accordance with Tarion's Access to Information and Privacy Policy published on tarion.com.

3.8 Security

3.8.1 The Vendor shall, upon request of Tarion at any time and from time to time, and at the expense of the Vendor:

3.8.1.1 furnish Tarion with such cash collateral, letters of credit, surety bonds, deposit trust agreements, guarantees, indemnities, covenants not to encumber, undertakings, declarations, collateral charges, and/or other security or other assurances as Tarion may require to secure and assure the performance of the Vendor Obligations, and to address risk for Tarion and the guarantee fund under the ONHWP Act ("**Security**"): (a) in respect of the Homes; and (b) in the aggregate having regard to the obligations owed to Tarion and purchasers and owners in respect of all homes of the Vendor and its affiliates sold or constructed under the ONHWP Act; and

3.8.1.2 supplement, increase, modify, and/or update the said Security and assurances.

3.8.2 If the results of an examination or interview by Tarion or an inspection by Tarion demonstrate that the Vendor or builder does not have the necessary skills, qualifications, technical expertise or experience to sell or transfer and build the Homes that are the subject of the application for QFE or Enrolment to which this Agreement relates, Tarion may require the Vendor or builder to,

3.8.2.1 post additional Security or assurances with Tarion, or

3.8.2.2 successfully complete a course of study that Tarion specifies.

3.8.3 The Vendor agrees that unless the Security instrument or other written statement from Tarion states otherwise (e.g. project specific or limited to defined Homes) then any Security provided to Tarion by or on behalf of the Vendor shall secure Vendor Obligations of the Vendor in respect of the: (i) Homes; and (ii) any other homes hereafter sold or constructed by the Vendor unless specifically released by Tarion in writing. Despite the foregoing, in connection with an Application for QFE Confirmation in respect of a condominium project, the Security provided in connection with the condominium project shall be limited to the such condominium project (including both residential units and common elements) unless the Security instrument provides otherwise.

3.8.4 For clarity, the Vendor agrees that unless the Security instrument or other written statement from Tarion states otherwise then any Security provided to Tarion by or on behalf of the Vendor and expressly described as *blanket security* (as opposed to expressly described as *project-specific security*) shall secure the Vendor Obligations of: (i) the Vendor in respect of the Homes; and (ii) any other associated persons of the Vendor unless and until specifically released by Tarion in writing.

3.8.5 The Vendor agrees that if the Security is in the form of cash collateral then any monies paid to Tarion may be held in the name and on account of Tarion as Security according to Section 3.8 and the Vendor hereby assigns, transfers and sets over a security interest in such sums to and in favour of Tarion as general and continuing collateral security for the Vendor Obligations in accordance with subsections 3.8.3 and 3.8.4. The Vendor consents to Tarion taking any steps it

deems necessary to better assure such security interest. If the Security so provided by the Vendor is not expressly described as blanket security, then any financing statement so registered by or on behalf of Tarion in connection therewith shall specifically confirm that the Security (and any and all proceeds derived therefrom) are related to the specific project or the specific Homes for which the Security was originally provided by the Vendor.

3.8.6 The Vendor agrees not to seek injunctive or other relief to prevent Tarion from drawing upon, using, demanding upon or otherwise realizing upon the Security or assurances provided. In the event the Vendor seeks such relief, this provision may be relied upon by Tarion as a complete defence or response in order to defeat the seeking of such relief.

3.8.7 The Vendor has no right to assert set-off as a basis to prevent Tarion from drawing upon, using, demanding upon or otherwise realizing upon the Security or assurances provided. Any claim by the Vendor against Tarion shall be asserted as a claim for damages only.

3.9 Use of Tarion Forms

3.9.1 The Warranty Information Sheet referred to in Regulation 892 shall be attached to every agreement of purchase and sale or construction contract with an owner entered into on or after February 1, 2021.

3.9.2 Every agreement of purchase and sale shall have the appropriate Addendum attached to it in accordance with the requirements set out in Regulation 892.

3.9.3 The Vendor's use of the Warranty Information Sheet form and Addenda forms shall be subject to the following requirements and terms of use. Howsoever the vendor obtains such forms or in the case of the Addenda completes the forms the vendor shall be responsible for the following requirements and terms of use:

3.9.3.1 The source document shall be in the forms supplied by Tarion on its website - tarion.com.

3.9.3.2 The Vendor shall not amend or alter the format, logos or text of the Warranty Information Sheet or Addendum other than, in the case of the Addendum filling in blanks or fields, checkmarks, dates, addresses, names or other text or additions contemplated by such blanks or fields with accurate information.

3.9.3.3 The Warranty Information Sheet and Addendum are each to be retained as separately identifiable documents. The Addendum shall be attached to and forms part of the agreement of purchase and sale. For example, the Addendum cannot be split up and provisions shall not be distributed in other parts of the agreement of purchase and sale.

3.9.3.4 Except as noted in paragraphs 3.9.3.2 and 3.9.3.3 above, the Vendor shall not modify or amend the Addendum in any way and shall not create any derivative works that incorporate or make use of the Addendum, in whole or in part, without the express prior written consent of Tarion.

3.9.3.5 The Vendor shall be responsible for any improper changes whatsoever made to the Addendum or Warranty Information Sheet and the accuracy and sufficiency of the information inserted in the Addendum.

3.9.3.6 The Warranty Information Sheet and Addendum templates may be changed from time to time by governmental directive or by Tarion. Tarion's sole

obligation to advise the Vendor is to send an advisory to the new home building industry and post the new forms on its website. Tarion will use best efforts to provide at least 90 days prior notice of the introduction of a new template, recognizing that the time may be less in extraordinary circumstances but in no event (other than in circumstances beyond Tarion's reasonable control) shall there be less than 30 days prior notice.

ARTICLE 4
INDEMNITY

4.1 Indemnity

4.1.1 The Vendor shall fully indemnify and save Tarion harmless from and against any losses, costs, claims, damages and/or liabilities which may arise resulting from or by virtue of:

4.1.1.1 the failure of the Vendor to perform or fulfill any of the Vendor Obligations;

4.1.1.2 the performance or fulfillment, by Tarion in its sole judgment, of any of the Vendor Obligations; and/or

4.1.1.3 the payment or satisfaction, by Tarion in its sole judgment, in whole or in part of any claim asserted by any party pursuant to the ONHWP Act in respect of, or otherwise related in any manner to, any Home which the Vendor offered to sell, agreed to sell or sold.

Provided that the Vendor shall have no obligation under this Agreement to indemnify Tarion for any losses or costs incurred related to matters that are not warranted or compensable by the Vendor under the ONHWP Act, but this exclusion does not affect Tarion's subrogation rights, or rights under an assignment of any cause of action from another person.

(all of the foregoing collectively, the "**Indemnified Amounts**").

4.2 Continuing Indemnity

4.2.1 The indemnity herein shall be a continuing indemnity for the payment of all Indemnified Amounts and shall apply to and secure any ultimate balance thereof due or remaining unpaid to Tarion. The indemnity herein shall not be considered as wholly or partially satisfied by the intermediate payment or satisfaction at any time of all or any part of the Indemnified Amounts. All payments received by Tarion from the Vendor or any other person in respect of the Indemnified Amounts shall be applied as payments in gross without any right on the part of the Vendor to claim the benefit of any such payments until payment in full of all Indemnified Amounts.

4.3 Reinstatement

4.3.1 The indemnity herein shall be reinstated if at any time any payment of any Indemnified Amounts is rescinded or must otherwise be returned by Tarion upon any Insolvency Proceeding of or affecting the Vendor or for any other reason whatsoever, all as though such payment had not been made. Tarion may concede or compromise any claim that such payment ought to be rescinded or otherwise returned, without discharging, diminishing or in any way affecting the liability of the Vendor hereunder or the effect of this Section.

ARTICLE 5
ENFORCEMENT

5.1 Demand

5.1.1 Upon the occurrence and during the continuance of a breach of this Agreement, the Vendor shall, on demand being made by Tarion, forthwith pay to Tarion or perform or cause the performance of all Vendor Obligations for which such demand was made. All Indemnified Amounts shall be payable by the Vendor to Tarion, forthwith upon demand being made by Tarion.

5.2 Right to Immediate Payment or Performance

5.2.1 Tarion shall not be bound to make any demand on or to seek or exhaust its recourse against the Vendor or any other person or to realize on any Security or assurances held by Tarion in respect of the Indemnified Amounts before being entitled to demand payment from or performance by the Vendor and enforce its rights under this Agreement and the Vendor hereby renounces all benefits of discussion and division.

5.3 Tarion's Statement

5.3.1 A statement in writing of Tarion as to the amount of the Vendor Obligations, the Indemnified Amounts and all other amounts payable hereunder shall be binding upon the Vendor and conclusive against it in the absence of manifest error.

ARTICLE 6
APPROPRIATION AND SET-OFF

6.1 Appropriation by Tarion

6.1.1 Tarion shall be at liberty to appropriate or to refrain from appropriating any payment made by, or monies received by Tarion from, the Vendor or others to any portion of the Indemnified Amounts and from time to time to revoke or alter any such appropriation, all as Tarion may from time to time in its sole and sole and absolute discretion determine but excluding for greater certainty the HCRA Licensee fees if collected by Tarion.

6.2 Set-Off by Tarion

6.2.1 Tarion may, at any time and from time to time, upon prior notice where practicable, set off, appropriate and apply:

6.2.1.1 any and all Security or monies furnished by the Vendor and held by Tarion in any capacity, general or special, matured or unmatured, and/or

6.2.1.2 any indebtedness or liability of Tarion to the Vendor, matured or unmatured,

against and on account of the Vendor's liability hereunder in such order of application as Tarion may from time to time elect in its sole and absolute discretion. If the amounts being set-off are not payable in the same currency, Tarion may convert either amount into the other currency on the day as of which that set-off is being effected, or if that day is not a business day then on the business day preceding the day as of which that set-off is being effected.

6.3 No Set-Off by Vendor

6.3.1 All amounts payable by the Vendor under this Agreement shall be paid without set-off or counterclaim and without any deduction or withholding whatsoever unless and to the extent that the Vendor shall be prohibited by law from doing so, in which case the Vendor shall pay to Tarion such additional amount as shall be necessary to ensure that Tarion receives the full amount it would have received if no such deduction or withholding had been made.

ARTICLE 7
PROTECTION OF TARION

7.1 Defects in Creation of Vendor Obligations do Not Undermine the Indemnity

7.1.1 Tarion shall not be concerned to see or required to enquire into the capacity and powers of the Vendor or, as applicable, its directors, officers, partners, employees, or agents acting or purporting to act on its behalf. All obligations, liabilities and indebtedness purporting to be incurred by the Vendor in favour of Tarion shall be deemed to form part of the Vendor Obligations and/or Indemnified Amounts even though the Vendor may not be a legal entity or the incurring of such obligations, liabilities or indebtedness was irregularly, defectively or informally effected or in excess of the capacity or powers of the Vendor or its directors, officers, partners, employees or agents and notwithstanding that Tarion has specific notice of the capacity and powers of the Vendor or its directors, officers, partners, employees or agents.

7.2 Liability of the Vendor is Absolute

7.2.1 The liability of the Vendor hereunder shall be absolute and unconditional and shall not be discharged, diminished or in any way affected by:

7.2.1.1 any amalgamation, merger, consolidation or reorganization of the Vendor;

7.2.1.2 any change in the name, business, objects, capital structure, ownership, constating documents, by-laws, resolutions, licensing status or licence number of the Vendor, including without limitation any transaction (whether by way of transfer, sale or otherwise) whereby all or any part of the undertaking, property and assets of the Vendor becomes the property of any other person;

7.2.1.3 if applicable, any change in the membership of the Vendor due to the removal or introduction of one or more partners;

7.2.1.4 any Insolvency Proceeding of or affecting the Vendor or any other person and any court orders made or action taken by the Vendor or any other person under or in connection with those Insolvency Proceeding;

7.2.1.5 any defence, counterclaim or right of set-off available to the Vendor;

7.2.1.6 by Tarion's actions or omissions, including: non-compliance with any of its agreements, with requirements of the ONHWP Act, or failure to give notice; and/or

7.2.1.7 any other circumstance which might otherwise constitute in whole or in part a defence available to, or a discharge of, the Vendor or any other person in respect of the Indemnified Amounts (otherwise than by reason of the payment of those Indemnified Amounts to Tarion).

7.3 Dealings by Tarion do Not Change the Indemnity

7.3.1 Tarion may from time to time in its sole and absolute discretion without discharging, diminishing or in any way affecting the liability of the Vendor hereunder:

7.3.1.1 make or continue to make any accommodation available to the Vendor constituting or relating to the Vendor Obligations or the Indemnified Amounts;

7.3.1.2 permit any increase or decrease, however significant, of the Vendor Obligations or otherwise supplement, amend, restate or substitute, in whole or in part, however significant, the Vendor Obligations or any other agreement relating to any of the foregoing or, in whole or in part, terminate the availability of any agreement relating to, or demand repayment of any Vendor Obligations;

7.3.1.3 enforce or take action under or abstain from enforcing or taking action under the ONHWP Act, this Agreement or any other agreement;

7.3.1.4 receive, give up, subordinate, release or discharge any Security; supplement, amend, restate, substitute, renew, abstain from renewing, perfect or abstain from perfecting or maintaining the perfection of any Security; enforce, take action under or realize in any manner or abstain from enforcing, taking action under or realizing any Security; deal with or abstain from dealing with all or any part of the undertaking, property and assets covered by any Security or allow or abstain from allowing the Vendor or other persons to deal with all or any part of such undertaking, property and assets;

7.3.1.5 renew all or any part of the Vendor Obligations or grant extensions of time or any other indulgences to the Vendor or to any other person liable directly or as surety for all or any part of the Vendor Obligations;

7.3.1.6 accept or make any compositions or arrangements with or release, discharge or otherwise deal with or abstain from dealing with the Vendor or any other person liable directly or as surety for all or any part of the Vendor Obligations;

7.3.1.7 in whole or in part prove or abstain from proving a claim of Tarion in any Insolvency Proceeding of or affecting the Vendor; and

7.3.1.8 agree with the Vendor or any other person liable directly or as surety for all or any part of the Vendor Obligations and/or Indemnified Amounts to do anything described in this Section 7.3;

whether or not any of the matters described in this Section 7.3 occur alone or in connection with one or more other such matters.

7.3.2 No loss of or in respect of any Security or additional covenant relating to the Vendor Obligations, the Indemnified Amounts, or any part thereof, whether occasioned through the fault of Tarion or otherwise, shall discharge, diminish or in any way affect the liability of the Vendor hereunder. Neither Tarion nor any of its directors, officers, employees or agents, or any receiver or receiver-manager appointed by it or by a court, shall have any liability, whether in tort, contract or otherwise, for any neglect or any act taken or omitted to be taken by Tarion or by any of such other persons (other than its own negligence or willful misconduct) in connection with the Vendor Obligations and/or Indemnified Amounts or any part thereof, or any Security or other covenant relating to the Vendor Obligations or any part thereof including without limitation any of the matters described above in this Section 7.3.

7.4 No Waiver

7.4.1 No delay on the part of Tarion in the exercise of any right, power or remedy hereunder or otherwise shall operate as a waiver thereof, and no single or partial exercise by Tarion of any right, power or remedy shall preclude other or further exercise thereof or the exercise of any other right, power or remedy. No action of Tarion permitted hereunder shall in any way impair or affect its rights, powers or remedies under this Agreement.

7.5 No Personal Liability

The protections against personal liability set out in section 2.10 of the ONHWP Act are incorporated by reference and apply with necessary modifications to any matters in connection with this Agreement.

ARTICLE 8
TERM AND TERMINATION

8.1 Term

8.1.1 This Agreement shall be in full force and effect from the Effective Date until all Vendor Obligations have been duly discharged and all Indemnified Amounts have been paid to Tarion. None of the expiry, suspension or revocation of a licence in respect of the vendor or builder nor the refusal, suspension or revocation of a QFE Confirmation or Enrolment Confirmation will affect the validity or enforceability of the Agreement.

ARTICLE 9
MISCELLANEOUS

9.1 Payment of Costs and Expenses

9.1.1 The Vendor shall pay to Tarion on demand all reasonable costs and expenses (on a full indemnity basis) of Tarion, its officers, employees and agents and any receiver or receiver-manager appointed by it or by a court in connection with this Agreement, including, without limitation, in connection with:

9.1.1.1 any actual or proposed amendment or modification hereof or any waiver hereunder and all instruments supplemental or ancillary thereto; and

9.1.1.2 the defence, establishment, protection or enforcement of any of the rights or remedies of Tarion under this Agreement including, without limitation, all costs and expenses of establishing the validity and enforceability of, or of collection of amounts owing under this Agreement;

and further including, without limitation, all of the reasonable fees, expenses and disbursements of Tarion's lawyers, on a full indemnity basis, incurred in connection therewith and all sales or

value-added taxes payable by Tarion (whether refundable or not) on all such costs and expenses.

9.2 Additional Security

9.2.1 This Agreement shall be in addition to, shall not in any way be prejudiced by, and shall not prejudice: (i) any other Security now or hereafter held by Tarion; and (ii) the endorsement by the Vendor of any notes or other documents, and Tarion's rights under this Agreement shall not be merged in any such other Security or endorsement.

9.3 Entire Agreement

9.3.1 This Agreement cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between Tarion and the Vendor with respect to the subject matter hereof except as expressly set forth herein and in the legislation, agreements and other documents that set out the Vendor Obligations.

9.4 Successors and Assigns

9.4.1 This Agreement shall be binding on the Vendor and its successors and shall enure to the benefit of Tarion and its successors and assigns. This Agreement may be assignable by Tarion but the Vendor may assert as against a successor or assign any set-off, counter-claim or equities between the Vendor and Tarion, and any claim or defence that the Vendor has against Tarion. The Vendor may not assign its obligations under this Agreement.

9.5 Notices

9.5.1 All notices and other communications under this Agreement are to be in writing; are to be delivered by hand, by courier, registered mail or email; will be deemed to have been received on the business day following the date of delivery; and are to be addressed to the party at the address as set forth on the title page of this Agreement. Each party may establish a new address including email address from time to time by written notice to the other given in accordance with this Section, provided however, that no such change of address will be effective until written notice thereof is actually received by the party to whom such change of address is sent.

9.5.2 The Vendor hereby consents and reaffirms its agreement to receive and accept service of all Notices of Proposal of conditions of Qualification for Enrolment, and all Notices of Proposal of conditions of Enrolment that are issued by Tarion pursuant to section 10.6 of the ONHWP Act, in an electronic document format via BuilderLink™ or any successor portal maintained by Tarion.

9.6 Further Assurances

9.6.1 The Vendor must at its own expense from time to time do, execute and deliver, or cause to be done, executed and delivered, all such financing statements, further assignments, documents, acts, matters and things as may be reasonably requested by Tarion for the purpose of giving effect to this Agreement or for the purpose of establishing compliance with the representations, warranties and covenants herein contained.

9.7 Electronic Signing and Delivery

9.7.1 This document may be executed by any of the parties in an electronic format, by way of an electronic signature in accordance with the provisions of the *Electronic Commerce Act, 2000,* S.O. 2000*,* as amended, including an electronic signature manifested or undertaken by or through

DocuSign, E-Sign or other electronic signing platform or application, on the express understanding and agreement that: (a) as and when this document is so executed by way of an electronic signature, it shall thereupon be deemed to be valid, binding and enforceable upon the party or parties so executing the document electronically; and (b) if and when any of the parties execute this document by or through an electronic signing format or application, then such party or parties shall be obliged to forthwith provide the other party or parties with a certificate of completion produced or issued by the signing platform or application or any similar certificate issued by other secure electronic platform or application which confirms, verifies and/or validates the electronic signature of the party or parties so executing this document electronically.

9.7.2 A photocopy or a scanned and e-mail copy of this executed document may be relied upon (and correspondingly enforced) to the same extent as if it were an original hard copy executed version.

9.8 Electronic Delivery

9.8.1 Delivery of the executed Agreement by electronic medium shall be as effective as delivery of a manually executed copy of this Agreement.

ARTICLE 10
UNDERSTANDING OF OBLIGATIONS

10.1 Independent Legal Advice

10.1.1 The Vendor acknowledges having received independent legal advice with respect to this Agreement or having expressly chosen not to do so.

10.2 Review of Materials

10.2.1 The Vendor acknowledges and confirms that the Vendor and its legal counsel have been given an opportunity by Tarion to review the ONHWP Act and the Registrar Bulletins issued by Tarion to the date hereof (as well as any agreement(s) between the Vendor and Tarion in existence as of the date hereof).

10.3 Review and Understand the Agreement

10.3.1 The Vendor acknowledges and confirms having read and understood the terms and provisions hereof before having executed this Agreement.

10.4 Tarion Bound

10.4.1 Tarion is bound by the terms of this Agreement as of the Effective Date provided there have been no changes to the form and content of this Agreement as evidenced by Tarion's

execution below.

IN WITNESS WHEREOF the Vendor has duly executed this Agreement.

Vendor Name:

_____

Per: 

Name: **Fanseay Wang**
Title: **President**

Per: _____

Name:
Title:

I/We have authority to bind the entity.

IN WITNESS WHEREOF Tarion has duly executed this Agreement.

TARION WARRANTY CORPORATION

Per: "Peter Balasubramanian"

Name: Peter Balasubramanian
Title: President and Chief Executive Officer

.

APPENDIX C

5160 Yonge Street, 7th Floor
Toronto, ON M2N 6L9
877.982.7466 | tarion.com

January 30, 2025

Jefferson Properties Limited Partnership
26 Bilbermar Drive
Richmond Hill ON L4S 1B8

Licence No. 48736
Application No. 2

Terms and Conditions

I refer to your above-noted application for Qualification for Enrolment (QFE) and Enrolment.

Tarion has assessed your application. In response, enclosed are the terms and conditions for the proposed condominium units which will be sold prior to construction commencing. **The terms and conditions proposed within the enclosed Fresh As Amended Notice of Proposal supersede the terms and conditions proposed in the prior Amended Amended Notice of Proposal dated November 30, 2021.**

The terms and conditions must be satisfied prior to Tarion issuing written QFE Confirmation, which authorizes you to sell the units, and Enrolment Confirmation, which authorizes you to commence construction. Any "Specified Terms and Conditions" proposed by Tarion require continued action on your part after you receive QFE or Enrolment Confirmation.

The written QFE and Enrolment Confirmations will be issued at a later date once you have satisfied the applicable conditions. This letter does not constitute QFE or Enrolment Confirmation.

You cannot offer to sell or sell a condominium unit until you receive QFE Confirmation. Construction cannot commence until you receive Enrolment Confirmation.

If you have any questions, please contact Lauren Timmons at lauren.timmons@tarion.com or 1-877-982-7466 Ext. 8277.

Regards,

Tarion

5160 Yonge Street, 7th Floor
Toronto, ON M2N 6L9
877.982.7466 | tarion.com

IN THE MATTER OF the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, c. O.31 and Regulations, as amended (the "ONHWP Act")
AND IN THE MATTER OF the application of Jefferson Properties Limited Partnership Licence No. 48736, for a determination by the Registrar as to whether a home qualifies for enrolment, and whether to enrol a home, in the Ontario New Home Warranties and Protection Plan (the "Plan")

TO: Jefferson Properties Limited Partnership
26 Bilbermar Drive
Richmond Hill ON L4S 1B8

FRESH AS AMENDED NOTICE OF PROPOSAL

In accordance with s. 10.6(1) of the ONHWP Act, the Registrar hereby gives notice of its proposal to impose conditions under s. 10.3(6) of the ONHWP Act that must be met before the Registrar confirms that the **sixty (60)** unit(s) of the Type **C** Standard Condominium project known as **Richmond Hill Grace** located at **39 Jefferson Side Road, RICHMOND HILL** (Common Element Reference No. **2393872**) referred to in Application No. 4 ("the Application") qualify for enrolment in the Plan and are enrolled in the Plan. Any "Specified Terms and Conditions" proposed by Tarion require continued action on your part after you receive QFE or Enrolment confirmation.

The proposed terms and conditions are attached to this notice.

The Registrar will confirm that the home(s) qualify for enrolment only if the proposed terms and conditions are met. You cannot offer to sell or sell the home(s) referred to in the Application until you receive that confirmation.

The Registrar will confirm that the home(s) have been enrolled in the Plan only if the proposed terms and conditions are met. Construction of the home(s) referred to in the Application cannot commence until you receive enrolment confirmation.

If you wish to dispute the terms and conditions proposed by the Registrar, you are entitled to a hearing by the Licence Appeal Tribunal. To request a hearing, you must deliver a Notice of Appeal to Tarion and the Tribunal within 15 calendar days after you receive this notice. The Notice of Appeal form, the Tribunal's Rules of Practice and other information about appeals may be found on the Tribunal's website at http://tribunalsontario.ca/lat/.

If you do not appeal the proposed terms and conditions within the 15-day appeal period, the Registrar will carry out his proposal and the home(s) referred to in the Application will be subject to the terms and conditions attached to this notice.

If you have any questions, please contact Lauren Timmons at lauren.timmons@tarion.com or 1-877-982-7466 Ext. 8277.

Dated at Toronto on January 30, 2025.

Registrar

5160 Yonge Street, 7th Floor
Toronto, ON M2N 6L9
877.982.7466 | tarion.com

PROPOSED CONDITIONS OF QUALIFICATION FOR ENROLMENT

1. The Registrar proposes that the following conditions must be met before the Registrar confirms that the **sixty (60)** unit(s) of the Type **C** Standard Condominium project known as **Richmond Hill Grace** located at **39 Jefferson Side Road, RICHMOND HILL** (Common Element Reference No. **2393872**) referred to in the Application qualify for enrolment in the Plan.

a. You must satisfy the below conditions of QFE by **April 30, 2025**. If the conditions of QFE are not satisfied by then, you will be required to contact Tarion to discuss your application, following which you may be required to provide updated information. The home(s) may be subject to new terms and conditions to obtain QFE Confirmation.

Please note that, once you satisfy the below conditions of QFE within the applicable timeline, and once the deadline to appeal this NOP expires, Tarion will issue QFE Confirmation automatically.

b. If you appeal any Enrolment conditions or Specified Terms and Conditions set out in the Notice of Proposal, the appeal must be resolved either by agreement between you and Tarion, or by decision of the Licence Appeal Tribunal, before Tarion issues QFE Confirmation.

c. Security in the amount of **$40,000** per unit is required. Therefore, the total required security is **$2,400,000**, based upon **60** units x **$40,000 per unit**. Tarion currently has security of $1,200,000 under Bond No. 0241545 (the "**Existing Security**") issued by Berkley Insurance Company (the "**Surety**"). Release of security will be in Tarion's sole discretion and will not be in accordance with Registrar Bulletin – 11H.

Without prejudice to, and without derogating from, Tarion's position that the Surety remains obliged to Tarion under the terms of the Existing Security, you must either: (A) obtain a final court order in a form satisfactory to Tarion in its sole discretion from the Ontario Superior Court of Justice, for which the statutory appeal period has elapsed or any such appeal commenced has been disposed of; or (B) provide Tarion with a duly authorized and signed letter from the Surety in respect of the Existing Security, confirming that the Surety will honour their respective obligations under the Existing Security notwithstanding, among other things: (i) the insolvency of the Principal under the Existing Security; (ii) the appointment, and/or the involvement, of any receiver or other official over any of the assets, undertakings, and properties of the Principal (such receiver or other official, the "Receiver"); (iii) Elevate CM Corp. or another company that is satisfactory to Tarion in its sole discretion assuming the role of 'builder' (within the meaning of the *Ontario New Home Warranties Plan Act*) of the Project; and (iv) the legal or other capacity of the Principal or any other matter related to such capacity and the foregoing

If: (A) you are unable to obtain a court order or provide the confirmation

letter(s) from the Surety; or (B) any agreements of purchase and sale are terminated and such terminations could result in deposit or delay warranty claims being asserted against Tarion by purchasers that could erode the amount of the Existing Security in the sole discretion of Tarion, you must replace the Existing Security, in whole or in part, as the case may be, with an equal amount of alternate security in the Tarion-approved form of a surety bond or an irrevocable letter of credit, which alternative security must be satisfactory to Tarion in its sole discretion.

PROPOSED CONDITIONS OF ENROLMENT

2. The Registrar proposes that the following conditions must be met before the Registrar confirms that the **sixty (60)** unit(s) of the Type **C** Standard Condominium project known as **Richmond Hill Grace** located at **39 Jefferson Side Road, RICHMOND HILL** (Common Element Reference No. **2393872**) referred to in the Application are enrolled in the Plan.

a. You must provide Tarion with a copy of your financing agreement for the project.

SPECIFIED TERMS AND CONDITIONS OF QFE AND ENROLMENT

3. The Registrar proposes that you agree to diligently perform and comply with the following Specified Terms and Conditions of QFE and Enrolment in order for the Registrar to confirm that the condominium units referred to in the Application are qualified for enrolment or enrolled in the Plan. The Specified Terms and Conditions require continued action on your part after you receive QFE or Enrolment confirmation.

a. Until the condominium corporation is registered, you must provide on an annual basis starting on **January 17, 2026**, updated information and documents about the construction, financing, sales, municipal approvals and condominium documents for the condominium project. Tarion may also request updated information as needed. **Tarion may propose revised terms and conditions if there is a material change in risk.**

b. You will use **Elevate CM Corp.**, Licence Number **62625**, as the builder for the proposed condominium project. Should circumstances change such that you propose to work with another builder, you will inform Tarion of the name, HCRA licence number, provide a copy of the construction agreement, and other information requested by Tarion. Tarion will conduct a new risk assessment with regard to the proposed builder's skills, qualifications, technical expertise or experience, and other risk factors, following which Tarion may propose revised terms and conditions of QFE and/or Enrolment.

c. Notwithstanding your status as vendor and warranty provider of the Type C condominium project, you must have **Elevate CM Corp.**, Licence Number **62625**, use BuilderLink regularly to receive notice of warranty claims, and to participate in: assessing and resolving warranty claims in a timely manner

pursuant to the ONHWP Act and Registrar Bulletins; inspections; assessments; and other warranty matters relating to the proposed condominium project. This condition applies regardless of whether the underlying construction deficiencies were constructed by Elevate CM Corp.

d. You shall provide on a quarterly basis to Tarion the following information:

   i. Municipal approval status
   ii. Any potential delays or challenges encountered
   iii. Number of sales
   iv. Construction status
   v. Bulletin 19 reporting status

e. You must inform Tarion immediately if there are any changes in the B19 Field Review Consultant before or during the construction of the project.

f. You and the Receiver (as such term is defined above) will cooperate with Tarion in all respects, including, without limitation, the termination of your current or future insolvency proceedings and in abridging or eliminating notice and other administrative requirements, in connection with the administration by Tarion of deposit and/or warranty claims and Tarion's discharge of its duties under the Ontario New Home Warranties Plan Act.

The Registrar proposes these conditions based on his assessment of your application under the ONHWP Act and applicable Registrar Bulletins.

The proposed conditions are in addition to the conditions and requirements that apply to the home(s) under the ONHWP Act and your Vendor/Builder Agreement with Tarion, including:

- The vendor must have and maintain a licence with the Home Construction Regulatory Authority (HCRA) at the time of entering into an agreement to sell the home(s);
- The builder must have and maintain a licence with the HCRA at the time of commencing construction of the home(s);
- The vendor and builder must, respectively, complete the Vendor Agreement and Builder Agreement; and
- The vendor and builder must pay the enrolment fee and HCRA Regulatory Oversight Fee.

5160 Yonge Street, 7th Floor
Toronto, ON M2N 6L9
877.982.7466 | tarion.com

January 30, 2025

Jefferson Properties Limited Partnership
26 Bilbermar Drive
Richmond Hill ON L4S 1B8

Licence No. 48736
Application No. 2

Terms and Conditions

I refer to your above-noted application for Qualification for Enrolment (QFE) and Enrolment.

Tarion has assessed your application. In response, enclosed are the terms and conditions for the proposed condominium units which will be sold prior to construction commencing. **The terms and conditions proposed within the enclosed Fresh As Amended Notice of Proposal supersede the terms and conditions proposed in the prior Amended Amended Notice of Proposal dated November 30, 2021.**

The terms and conditions must be satisfied prior to Tarion issuing written QFE Confirmation, which authorizes you to sell the units, and Enrolment Confirmation, which authorizes you to commence construction. Any "Specified Terms and Conditions" proposed by Tarion require continued action on your part after you receive QFE or Enrolment Confirmation.

The written QFE and Enrolment Confirmations will be issued at a later date once you have satisfied the applicable conditions. This letter does not constitute QFE or Enrolment Confirmation.

You cannot offer to sell or sell a condominium unit until you receive QFE Confirmation. Construction cannot commence until you receive Enrolment Confirmation.

Note that the common elements are not eligible for statutory warranty coverage because this is a Common Elements condominium, however the common elements have been assigned a Common Elements Reference Number by Tarion for the purposes of tracking the units associated with the proposed project. At the time that you enrol the units, you will be asked to indicate which Common Elements Reference Number the units are associated with.

If you have any questions, please contact Lauren Timmons at lauren.timmons@tarion.com or 1-877-982-7466 Ext. 8277.

Regards,

Tarion

5160 Yonge Street, 7th Floor
Toronto, ON M2N 6L9
877.982.7466 | tarion.com

IN THE MATTER OF the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, c. O.31 and Regulations, as amended (the "ONHWP Act")
AND IN THE MATTER OF the application of Jefferson Properties Limited Partnership Licence No. 48736, for a determination by the Registrar as to whether a home qualifies for enrolment, and whether to enrol a home, in the Ontario New Home Warranties and Protection Plan (the "Plan")

TO: Jefferson Properties Limited Partnership
26 Bilbermar Drive
Richmond Hill ON L4S 1B8

FRESH AS AMENDED NOTICE OF PROPOSAL

In accordance with s. 10.6(1) of the ONHWP Act, the Registrar hereby gives notice of its proposal to impose conditions under s. 10.3(6) of the ONHWP Act that must be met before the Registrar confirms that the **thirty six (36)** unit(s) of the Type **A** Common Element Condominium project known as **Richmond Hill Grace** located at **39 Jefferson Side Road, RICHMOND HILL** (Common Element Reference No. **2393874**) referred to in Application No. 4 ("the Application") qualify for enrolment in the Plan and are enrolled in the Plan. Any "Specified Terms and Conditions" proposed by Tarion require continued action on your part after you receive QFE or Enrolment confirmation. The 36 units referred to herein are freehold parcels of land upon which the homes will be constructed and are tied to the common element condominium.

The proposed terms and conditions are attached to this notice.

The Registrar will confirm that the home(s) qualify for enrolment only if the proposed terms and conditions are met. You cannot offer to sell or sell the home(s) referred to in the Application until you receive that confirmation.

The Registrar will confirm that the home(s) have been enrolled in the Plan only if the proposed terms and conditions are met. Construction of the home(s) referred to in the Application cannot commence until you receive enrolment confirmation.

If you wish to dispute the terms and conditions proposed by the Registrar, you are entitled to a hearing by the Licence Appeal Tribunal. To request a hearing, you must deliver a Notice of Appeal to Tarion and the Tribunal within 15 calendar days after you receive this notice. The Notice of Appeal form, the Tribunal's Rules of Practice and other information about appeals may be found on the Tribunal's website at http://tribunalsontario.ca/lat/.

If you do not appeal the proposed terms and conditions within the 15-day appeal period, the Registrar will carry out his proposal and the home(s) referred to in the Application will be subject to the terms and conditions attached to this notice.

If you have any questions, please contact Lauren Timmons at lauren.timmons@tarion.com or 1-877-982-7466 Ext. 8277.

Dated at Toronto on January 30, 2025.
Registrar

5160 Yonge Street, 7th Floor
Toronto, ON M2N 6L9
877.982.7466 | tarion.com

PROPOSED CONDITIONS OF QUALIFICATION FOR ENROLMENT

1. The Registrar proposes that the following conditions must be met before the Registrar confirms that the **thirty six (36)** unit(s) of the Type **A** Common Element Condominium project known as **Richmond Hill Grace** located at **39 Jefferson Side Road, RICHMOND HILL** (Common Element Reference No. **2393874**) referred to in the Application qualify for enrolment in the Plan.

a. You must satisfy the below conditions of QFE by **April 30, 2025**. If the conditions of QFE are not satisfied by then, you will be required to contact Tarion to discuss your application, following which you may be required to provide updated information. The home(s) may be subject to new terms and conditions to obtain QFE Confirmation.

Please note that, once you satisfy the below conditions of QFE within the applicable timeline, and once the deadline to appeal this NOP expires, Tarion will issue QFE Confirmation automatically.

b. If you appeal any Enrolment conditions or Specified Terms and Conditions set out in the Notice of Proposal, the appeal must be resolved either by agreement between you and Tarion, or by decision of the Licence Appeal Tribunal, before Tarion issues QFE Confirmation.

c. Security in the amount of **$40,000** per unit is required. Therefore, the total required security is **$1,440,000**, based upon **36** units x **$40,000 per unit**. Tarion currently has security of $900,000 under Letter of Credit No. BMTO786681OS (the "**Existing Security**") issued by The Bank of Montreal (the "**Issuer**"). Release of security will be in Tarion's sole discretion and will not be in accordance with Registrar Bulletin – 11H.

Without prejudice to, and without derogating from, Tarion's position that the Issuer remains obliged to Tarion under the terms of the Existing Security, you must either: (A) obtain a final court order in a form satisfactory to Tarion in its sole discretion from the Ontario Superior Court of Justice, for which the statutory appeal period has elapsed or any such appeal commenced has been disposed of; or (B) provide Tarion with a duly authorized and signed letter from the Issuer in respect of the Existing Security, confirming that the Issuer will honour their respective obligations under the Existing Security notwithstanding, among other things: (i) the insolvency of the Principal under the Existing Security; (ii) the appointment, and/or the involvement, of any receiver or other official over any of the assets, undertakings, and properties of the Principal (such receiver or other official, the "Receiver"); (iii) Elevate CM Corp. or another company that is satisfactory to Tarion in its sole discretion assuming the role of 'builder' (within the meaning of the *Ontario New Home Warranties Plan Act*) of the Project; and (iv) the legal or other capacity of the Principal or any other matter related to such capacity and the foregoing

If: (A) you are unable to obtain a court order or provide the confirmation

letter(s) from the Issuer; or (B) any agreements of purchase and sale are terminated and such terminations could result in deposit or delay warranty claims being asserted against Tarion by purchasers that could erode the amount of the Existing Security in the sole discretion of Tarion, you must replace the Existing Security, in whole or in part, as the case may be, with an equal amount of alternate security in the Tarion-approved form of a surety bond or an irrevocable letter of credit, which alternative security must be satisfactory to Tarion in its sole discretion.

d. You must submit the outstanding enrolment fees in the amount of **$66,613.50**

PROPOSED CONDITIONS OF ENROLMENT

2. The Registrar proposes that the following conditions must be met before the Registrar confirms that the **thirty six (36)** unit(s) of the Type **A** Common Element Condominium project known as **Richmond Hill Grace** located at **39 Jefferson Side Road, RICHMOND HILL** (Common Element Reference No. **2393874**) referred to in the Application are enrolled in the Plan.

a. You must provide Tarion with a copy of your financing agreement for the project.

SPECIFIED TERMS AND CONDITIONS OF QFE AND ENROLMENT

3. The Registrar proposes that you agree to diligently perform and comply with the following Specified Terms and Conditions of QFE and Enrolment in order for the Registrar to confirm that the condominium units referred to in the Application are qualified for enrolment or enrolled in the Plan. The Specified Terms and Conditions require continued action on your part after you receive QFE or Enrolment confirmation.

a. Until the condominium corporation is registered, you must provide on an annual basis starting on **January 17, 2026**, updated information and documents about the construction, financing, sales, municipal approvals and condominium documents for the condominium project. Tarion may also request updated information as needed. **Tarion may propose revised terms and conditions if there is a material change in risk.**

b. You will use **Elevate CM Corp.**, Licence Number **62625**, as the builder for the proposed condominium project. Should circumstances change such that you propose to work with another builder, you will inform Tarion of the name, HCRA licence number, provide a copy of the construction agreement, and other information requested by Tarion. Tarion will conduct a new risk assessment with regard to the proposed builder's skills, qualifications, technical expertise or experience, and other risk factors, following which Tarion may propose revised terms and conditions of QFE and/or Enrolment.

c. Notwithstanding your status as vendor and warranty provider of the Type C condominium project, you must have **Elevate CM Corp.**, Licence Number

62625, use BuilderLink regularly to receive notice of warranty claims, and to participate in: assessing and resolving warranty claims in a timely manner pursuant to the ONHWP Act and Registrar Bulletins; inspections; assessments; and other warranty matters relating to the proposed condominium project. This condition applies regardless of whether the underlying construction deficiencies were constructed by Elevate CM Corp.

d. You shall provide on a quarterly basis to Tarion the following information:

   i. Municipal approval status
   ii. Any potential delays or challenges encountered
   iii. Number of sales
   iv. Construction status
   v. Bulletin 19 reporting status

e. You must inform Tarion immediately if there are any changes in the B19 Field Review Consultant before or during the construction of the project.

f. You and the Receiver (as such term is defined above) will cooperate with Tarion in all respects, including, without limitation, the termination of your current or future insolvency proceedings and in abridging or eliminating notice and other administrative requirements, in connection with the administration by Tarion of deposit and/or warranty claims and Tarion's discharge of its duties under the Ontario New Home Warranties Plan Act.

The Registrar proposes these conditions based on his assessment of your application under the ONHWP Act and applicable Registrar Bulletins.

The proposed conditions are in addition to the conditions and requirements that apply to the home(s) under the ONHWP Act and your Vendor/Builder Agreement with Tarion, including:

- The vendor must have and maintain a licence with the Home Construction Regulatory Authority (HCRA) at the time of entering into an agreement to sell the home(s);
- The builder must have and maintain a licence with the HCRA at the time of commencing construction of the home(s);
- The vendor and builder must, respectively, complete the Vendor Agreement and Builder Agreement; and
- The vendor and builder must pay the enrolment fee and HCRA Regulatory Oversight Fee.

APPENDIX D

Bank of Montreal

250 Yonge St., 11th Floor
Toronto, ON M5B 2L7
Tel: 416 598-6112
Fax: 416 598-6076
SWIFT: BOFMCAT2

Irrevocable
Standby Letter of Credit No.: BMTO8000666OS

ISSUE DATE: MARCH 18, 2025
EXPIRY DATE: MARCH 28, 2026

BENEFICIARY:
TARION WARRANTY CORPORATION
5160 YONGE STREET, 7TH FLOOR,
NORTH YORK, ON M2N 6L9

APPLICANT:
HOME TRUST COMPANY
ON BEHALF OF JEFFERSON PROPERTIES LIMITED PARTNERSHIP
145 KING ST. WEST, SUITE 2300
TORONTO, ONTARIO M5H 1J8

AMOUNT: TWO MILLION FOUR HUNDRED THOUSAND AND 00/100 CANADIAN DOLLARS (CAD2,400,000.00)

VENDOR/BUILDER: JEFFERSON PROPERTIES LIMITED PARTNERSHIP

PURSUANT TO THE HOME TRUST COMPANY ON BEHALF OF JEFFERSON PROPERTIES LIMITED PARTNERSHIP REQUEST, WE BANK OF MONTREAL, GLOBAL TRADE OPERATIONS, 250 YONGE STREET, 11 TH FLOOR, TORONTO, ON M5B 2L7 (THE "ISSUING BANK") HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT NO. BMTO8000666OS IN THE AMOUNT OF TWO MILLION FOUR HUNDRED THOUSAND AND 00/100 CANADIAN DOLLARS (CAD2,400,000.00) IN FAVOUR OF THE BENEFICIARY (THE "LETTER OF CREDIT").

THE LETTER OF CREDIT MAY BE DRAWN UPON AT ANY TIME, AND FROM TIME TO TIME, BY THE BENEFICIARY UPON WRITTEN DEMAND FOR PAYMENT BY THE BENEFICIARY, WHICH WRITTEN DEMAND SHALL INCLUDE A STATEMENT BY THE BENEFICIARY THAT THE MONIES BEING DRAWN UNDER THE LETTER OF CREDIT ARE BEING DRAWN IN RESPECT OF OBLIGATIONS OWED OR WHICH WILL BE OWED BY THE VENDOR/BUILDER TO THE BENEFICIARY AND SHALL BE SIGNED BY THE BENEFICIARY. SUCH DEMAND WILL BE HONOURED IN FULL BY US, WITHOUT INQUIRY AS TO WHETHER THE BENEFICIARY HAS ANY RIGHT OR CLAIM AGAINST THE APPLICANT OR THE VENDOR/BUILDER.

PARTIAL DRAWINGS ARE PERMITTED ON THE LETTER OF CREDIT.

THE AMOUNT OF THE LETTER OF CREDIT SHALL BE REDUCED FROM TIME TO TIME AS ADVISED BY NOTICE IN WRITING GIVEN TO BANK OF MONTREAL, GLOBAL TRADE OPERATIONS, 250 YONGE STREET, 11 TH FLOOR, TORONTO, ON M5B 2L7 BY THE BENEFICIARY.

ORIGINAL

BMO Bank of Montreal

THE LETTER OF CREDIT WILL EXPIRE AT OUR COUNTERS ON MARCH 28, 2026 AND THE BENEFICIARY MAY CALL FOR PAYMENT OF THE FULL OUTSTANDING AMOUNT UNDER THE LETTER OF CREDIT AT ANY TIME UP TO THE CLOSE OF BUSINESS ON THAT DATE.

IT IS A CONDITION OF THE LETTER OF CREDIT THAT IT SHALL BE DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRY DATE HEREOF, AND SO ON FROM YEAR TO YEAR THEREAFTER, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO ANY SUCH EXPIRY DATE THE ISSUING BANK NOTIFIES THE BENEFICIARY IN WRITING BY REGISTERED MAIL OR COURIER AT THE ADDRESS NOTED ABOVE (OR SUCH OTHER ADDRESS AS THE BENEFICIARY MAY FROM TIME TO TIME PROVIDE IN WRITING TO THE BANK OF MONTREAL) THAT WE ELECT NOT TO CONSIDER THE LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD. IN THE EVENT OF A NOTIFICATION OF NON-EXTENSION, THE BENEFICIARY MAY DEMAND THE FULL OR ANY PORTION OF THE LETTER OF CREDIT PRIOR TO THE EXPIRATION OF THE LETTER OF CREDIT.

IN THE EVENT THAT THE BENEFICIARY ADVISES US IN WRITING OF THE BENEFICIARY'S CHANGE OF ADDRESS, THE LETTER OF CREDIT SHALL BE DEEMED TO BE AMENDED TO REFERENCE THE BENEFICIARY'S NEW ADDRESS IN PLACE OF THE BENEFICIARY'S ADDRESS NOTED ABOVE.

ALL DRAFTS AND OTHER DOCUMENTS MUST BE MARKED "DRAWN UNDER DRAWN UNDER BANK OF MONTREAL, GLOBAL TRADE OPERATIONS, 250 YONGE STREET, 11TH FLOOR, TORONTO, ONTARIO M5B 2L7, LETTER OF CREDIT NO. BMTO8000666OS DATED MARCH 18, 2025.

BANK OF MONTREAL

AUTHORIZED SIGNING OFFICER

Aloysiouse Palihakkarage Don

ORIGINAL

APPENDIX E

Bank of Montreal

250 Yonge St., 11th Floor
Toronto, ON M5B 2L7
Tel: 416 598-6112
Fax: 416 598-6076
SWIFT: BOFMCAT2

Standby Letter of Credit No. BMTO786681OS

Amendment no. 1
Dated March 04, 2025

Beneficiary:
TARION WARRANTY CORPORATION
5160 YONGE STREET, 12TH FLOOR
TORONTO, ON M2N 6L9 Canada

Applicant:
HOME TRUST COMPANY
145 KING ST. WEST, SUITE 2300
TORONTO, ONTARIO M5H 1J8 Canada

We amend our Standby Letter of Credit subject to the following terms and conditions. This amendment forms an integral part of the original instrument. All other terms and conditions remain unchanged.

Amended Terms:

The amount of the Standby Letter of Credit is increased by: CAD 540,000.00 to CAD 1,440,000.00

Unless otherwise instructed herein, all correspondence and enquiries regarding this transaction should be directed to our Customer Service Centre at the above address, telephone: 416-598-6112. Please indicate our reference number in all your correspondence or telephone enquiries.

Regards,

Authorised Signature(s)

Aloysiouse Palihakkarage Don

ORIGINAL

APPENDIX F

5160 Yonge Street, 7th Floor
Toronto, ON M2N 6L9
877.982.7466 | tarion.com

Dec 23, 2025

By Courier:

Bank of Montreal

250 Yonge Street, 11th floor

Toronto, ON, M5B 2L7

Attention: Irrevocable Standby Letters of Credit

Dear Sir/Madam:

RE: Irrevocable Stand-by Letter of Credit No	**: BMTO8000666OS**
Dated	**: March 18, 2025**
Current Value	**: $2,400,000.00**
Beneficiary	**: Tarion Warranty Corporation**
Applicant	**: Home Trust Company**
	On behalf of Jefferson Properties Limited Partnership
Vendor/Builder	**: Jefferson Properties Limited Partnership**
Vendor/Builder Number	**: 48736**

We hereby demand payment of **$1,846,001.10 CAD** being drawn pursuant to the above-referenced Irrevocable Stand-by Letter of Credit and certify that monies being drawn under this Letter of Credit are being drawn in respect of obligations owed by the Vendor/Builder **Jefferson Properties Limited Partnership** to the Beneficiary.

"DRAWN UNDER DRAWN UNDER BANK OF MONTREAL, GLOBAL TRADE OPERATIONS, 250 YONGE STREET, 11TH FLOOR, TORONTO, ONTARIO, M5B 2L7, LETTER OF CREDIT NO. BMTO8000666OS DATED MARCH 18, 2025".

Please issue the payment and deliver to the attention of Ipica Kashyap by Jan 8, 2026.

Should you have any questions, I can be reached at 647-496-8219, Toll Free 1-877-982-7466 ext. 4034 or by email at ipica.kashyap@tarion.com.

Regards,

Ipica Kashyap

Ipica Kashyap

Collector

Tarion Warranty Corporation

TARION
BUILDING CONFIDENCE

Bank Account Information

Beneficiary Information:

Name: Tarion Warranty Corporation
Street: 5160 Yonge Street
City: Toronto
Prov/State: Ontario
Country: Canada

Beneficiary Account Information

Bank Account Number: 0717125

Beneficiary Banking Information:

Bank Name: TD Canada Trust
Transit ID: 18962
Institution ID: 004
Street: 5650 Yonge Street
City: Toronto
Prov/State: Ontario
Country: Canada

Please advise your Tarion contact when the payment is transmitted, and the amount transferred.

Confirmed by:

TIEU-MINH TO
Assistant Vice President, Finance
Tarion
Tel: **416-229-3825** | Toll Free: **1-877-982-7466 Ext. 3825**
5160 Yonge Street, 12th Floor, Toronto, ON M2N 6L9
Tarion.com

APPENDIX G

Candace Baumtrog

From: Adam Slavens <aslavens@torys.com>
Sent: Monday, January 19, 2026 11:23 AM
To: Ryan Shah
Cc: Candace Baumtrog; Jeff Larry; Johnathon Cruickshank; tmcelroy@albertgelman.com; tscott@albertgelman.com
Subject: RE: [EXTERNAL] AGI/Jefferson Properties Limited Partnership - LOC
Attachments: Sent to Bank -B48736 - JEFERSON -BMTO8000666OS.pdf; Internal -Security Drawdown B48736 - JEFERSON -BMTO8000666OS.pdf

Hi Ryan,

Please see information below on points (1) and (3) from your email below. Information on point (3) will follow.

1. Tarion confirms that the $1,846,001.10 only relates to freehold homes.
2. Please find attached copies of the demand made on the bank and the drawdown fund allocation in connection with same.

Adam

AdamSlavens
Partner
aslavens@torys.com
D: +1.416.865.7333| M: 416.902.3081

TORYS LLP

79 Wellington St. W., 30th Floor, TD South Tower
Toronto, ON M5K 1N2 Canada | www.torys.com

This email is confidential, privileged, and subject to copyright. If you are not an intended recipient, please notify me and delete this email and any copy immediately. Any unauthorized use or disclosure is prohibited.

From: Ryan Shah
Sent: January 5, 2026 11:53 AM
To: Adam Slavens <aslavens@torys.com>
Cc: Candace Baumtrog <Candace.Baumtrog@Paliareroland.com>; Jeff Larry <Jeff.Larry@paliareroland.com>; Johnathon Cruickshank <Johnathon.Cruickshank@paliareroland.com>
Subject: AGI/Jefferson Properties Limited Partnership - LOC [IMAN-PRIMANAGE.FID404153]

Adam:

Hope you're well and are having a good start to the new year.

I am writing because we just received notice that Tarion has drawn down $1,846,001.10 from the $2,400,000.00 letter of credit posted by Home Trust in connection with the above noted project (BMTO8000666OS).

As discussed, please ensure that Tarion provides our office with notice of such enforcement.

Could Tarion please:

1. Confirm that this amount only relates to the freehold units;
2. Provide a breakdown of the draw down (the specific claims that this drawdown is related to and any costs claimed in connection therewith); and
3. Clarify that its position is that:
    a. Tarion has the right to draw down above the original $900,000 LOC posted in favour of Tarion in connection with this project before the appointment of the receiver and the disclaimer of the freehold townhomes APSs, even though this new, post-receivership LOC was only posted in favour of Tarion after such disclaimers; and
    b. even though only security of $40,000x36 (i.e. $1.440,000) was requested by Tarion in connection with the freehold units, Tarion is entitled to claim more than that amount from the other security posted for this project, even though that security does not relate to the freeholds, but is instead posted for the 60 stacked condo units.

Thanks very much and looking forward to hearing from you.

Ryan Shah
Associate

Phone: 416.646.6356
Email:
ryan.shah@paliareroland.com

155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

paliareroland.com

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5160 Yonge Street, 7th Floor
Toronto, ON M2N 6L9
877.982.7466 | tarion.com

Dec 23, 2025

By Courier:

Bank of Montreal

250 Yonge Street, 11th floor

Toronto, ON, M5B 2L7

Attention: Irrevocable Standby Letters of Credit

Dear Sir/Madam:

RE: Irrevocable Stand-by Letter of Credit No	**: BMTO8000666OS**
Dated	**: March 18, 2025**
Current Value	**: $2,400,000.00**
Beneficiary	**: Tarion Warranty Corporation**
Applicant	**: Home Trust Company**
	On behalf of Jefferson Properties Limited Partnership
Vendor/Builder	**: Jefferson Properties Limited Partnership**
Vendor/Builder Number	**: 48736**

We hereby demand payment of **$1,846,001.10 CAD** being drawn pursuant to the above-referenced Irrevocable Stand-by Letter of Credit and certify that monies being drawn under this Letter of Credit are being drawn in respect of obligations owed by the Vendor/Builder **Jefferson Properties Limited Partnership** to the Beneficiary.

"DRAWN UNDER DRAWN UNDER BANK OF MONTREAL, GLOBAL TRADE OPERATIONS, 250 YONGE STREET, 11TH FLOOR, TORONTO, ONTARIO, M5B 2L7, LETTER OF CREDIT NO. BMTO8000666OS DATED MARCH 18, 2025".

Please issue the payment and deliver to the attention of Ipica Kashyap by Jan 8, 2026.

Should you have any questions, I can be reached at 647-496-8219, Toll Free 1-877-982-7466 ext. 4034 or by email at ipica.kashyap@tarion.com.

Regards,

Ipica Kashyap

Ipica Kashyap

Collector

Tarion Warranty Corporation

TARION
BUILDING CONFIDENCE

Bank Account Information

Beneficiary Information:

Name: Tarion Warranty Corporation
Street: 5160 Yonge Street
City: Toronto
Prov/State: Ontario
Country: Canada

Beneficiary Account Information

Bank Account Number: 0717125

Beneficiary Banking Information:

Bank Name: TD Canada Trust
Transit ID: 18962
Institution ID: 004
Street: 5650 Yonge Street
City: Toronto
Prov/State: Ontario
Country: Canada

Please advise your Tarion contact when the payment is transmitted, and the amount transferred.

Confirmed by:

TIEU-MINH TO
Assistant Vice President, Finance
Tarion
Tel: **416-229-3825** | Toll Free: **1-877-982-7466 Ext. 3825**
5160 Yonge Street, 12th Floor, Toronto, ON M2N 6L9
Tarion.com

REQUEST FOR SECURITY DRAW DOWN

Vendor Reg. No.:		**B48736**	Reg. Status:	**Licenced**
Vendor Name:		**Jefferson Properties Limited Partnership**		

Security Held:	Current Amount					Amount to be drawn down	Remaining Balance
	Instrument #	Bank / Financial Insti	Principal	Interest	Total Available		
Letter of Credit	BMTO8000666OS	Bank Of Montreal	$ 2,400,000.00	$ -	$ 2,400,000.00	$ 1,846,001.10	$ 553,998.90
Cash							
Bond							
DTA							
Grand Total			**$ 2,400,000.00**	**$ -**	**$ 2,400,000.00**	**$ 1,846,001.10**	**$ 553,998.90**

Reasons for Draw Down:

Licenced VB with security

Fund Allocation:

Invoice / Enrolment No.	O/S Invoice Amount		Security Instr. No.	Total Available Amount	Amount to be Applied	Remaining Balance of Security	Remaining O/S Invoice Amount
CLM042568001(H2414546)	$ 116,950.00		BMTO8000666OS	$ 2,400,000.00	$ 100,413.56	$ 2,299,586.44	$ -
CLM042552001(H2414560)	$ 116,950.00		BMTO8000666OS	$ 2,299,586.44	$ 116,950.00	$ 2,182,636.44	$ -
CLM042553001(H2414552)	$ 116,950.00		BMTO8000666OS	$ 2,182,636.44	$ 116,950.00	$ 2,065,686.44	$ -
CLM042564001(H2414548)	$ 116,950.00		BMTO8000666OS	$ 2,065,686.44	$ 116,950.00	$ 1,948,736.44	$ -
CLM042614001(H2414572)	$ 1,130.00		BMTO8000666OS	$ 1,948,736.44	$ 1,130.00	$ 1,947,606.44	$ -
CLM042648001(H2414553)	$ 116,950.00		BMTO8000666OS	$ 1,947,606.44	$ 116,950.00	$ 1,830,656.44	$ -
CLM042682001(H2414551)	$ 1,130.00		BMTO8000666OS	$ 1,830,656.44	$ 1,130.00	$ 1,829,526.44	$ -
CLM042688001(H2414563)	$ 1,130.00		BMTO8000666OS	$ 1,829,526.44	$ 1,130.00	$ 1,828,396.44	$ -
CLM042699001(H2414555)	$ 116,950.00		BMTO8000666OS	$ 1,828,396.44	$ 116,950.00	$ 1,711,446.44	$ -
CLM042718001(H2414556)	$ 112,855.58		BMTO8000666OS	$ 1,711,446.44	$ 112,855.58	$ 1,598,590.86	$ -
CLM042764001(H2414547)	$ 1,130.00		BMTO8000666OS	$ 1,598,590.86	$ 1,130.00	$ 1,597,460.86	$ -
CLM042773001(H2414570)	$ 1,130.00		BMTO8000666OS	$ 1,597,460.86	$ 1,130.00	$ 1,596,330.86	$ -
CLM042903001(H2414563)	$ 116,950.00		BMTO8000666OS	$ 1,596,330.86	$ 116,950.00	$ 1,479,380.86	$ -
CLM042904001(H2414551)	$ 116,950.00		BMTO8000666OS	$ 1,479,380.86	$ 116,950.00	$ 1,362,430.86	$ -
CLM043058001(H2414540)	$ 1,130.00		BMTO8000666OS	$ 1,362,430.86	$ 1,130.00	$ 1,361,300.86	$ -
CLM043062001(H2414559)	$ 1,130.00		BMTO8000666OS	$ 1,361,300.86	$ 1,130.00	$ 1,360,170.86	$ -
CLM043072001(H2414570)	$ 116,950.00		BMTO8000666OS	$ 1,360,170.86	$ 116,950.00	$ 1,243,220.86	$ -
CLM043120001(H2414572)	$ 116,950.00		BMTO8000666OS	$ 1,243,220.86	$ 116,950.00	$ 1,126,270.86	$ -
CLM043154001(H2414547)	$ 116,950.00		BMTO8000666OS	$ 1,126,270.86	$ 116,950.00	$ 1,009,320.86	$ -
CLM043315001(H2414559)	$ 114,025.08		BMTO8000666OS	$ 1,009,320.86	$ 114,025.08	$ 895,295.78	$ -
CLM043356001(H2414540)	$ 116,950.00		BMTO8000666OS	$ 895,295.78	$ 116,950.00	$ 778,345.78	$ -
CLM043434001(H2414538)	$ 1,130.00		BMTO8000666OS	$ 778,345.78	$ 1,130.00	$ 777,215.78	$ -
CLM043647001(H2414538)	$ 116,950.00		BMTO8000666OS	$ 777,215.78	$ 116,950.00	$ 660,265.78	$ -
CLM043702001(H2414550)	$ 1,130.00		BMTO8000666OS	$ 660,265.78	$ 1,130.00	$ 659,135.78	$ -
CLM044000001(H2414550)	$ 105,136.88		BMTO8000666OS	$ 659,135.78	$ 105,136.88	$ 553,998.90	$ -
					$ 1,846,001.10		

Recommended by:		Approved by:	
AMand		Ipica Kashyap	
Ashley Mand		Ipica Kashyap	
Date:	22-Dec-25	Date:	22-Dec-25

APPENDIX H

Paliare Roland

Ryan Shah
Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

ryan.shah@paliareroland.com
T. 416.646.6356 / F. 416.646.4301

File # 101846

April 2, 2026

VIA EMAIL: aslavens@torys.com

Torys LLP
79 Wellington St W #3300
Toronto, ON M5K 1N2

Attention: Adam Slavens

Dear Mr. Slavens:

Re: Jefferson Properties Limited Partnership - Letter of Credit No. BMTO8000666OS

As you know, we are counsel to Albert Gelman Inc. in its capacity as receiver (the "**Receiver**") of Jefferson Properties Limited Partnership ("**JPLP**") and 2011836 Ontario Corp., the owners and developers of the Richmond Hill Grace development ("**RHG**").

We write to you concerning the recent drawdown made by your client, Tarion Warranty Corporation ("**Tarion**"), under the letter of credit bearing number BMTO8000666OS (the "**Condo LOC**") in the amount of $1,846,001.10 (the "**Funds**").

As set out below, such drawdown was contrary to the terms of the vendor agreement (the "**Vendor Agreement**") between JPLP and Tarion dated February 1, 2021 and which is enclosed herewith.

Accordingly, the Receiver demands that Tarion immediately return the Funds to the Receiver, plus accrued interest.

The Letters of Credit

RHG is separated into two different condominiums: a standard condominium consisting of 60 stacked condominium units (the "**Condo Units**") and a common elements condominium consisting of 36 freehold parcels of tied land (the "**Freehold Units**").

On January 30, 2025, Tarion served on the Receiver two notices of proposal (the "**Amended Notices of Proposal**") to require further conditions for the enrollment of the Condo Units and the Freehold Units under the new home warranty program, respectively.

These Amended Notices of Proposal required, among other things, that JPLP post security in the amount of $2,400,000 in respect of the Condo Units and $1,440,000 in respect of the Freehold Units.

These requirements were satisfied on the Receiver's behalf through the Bank of Montreal's ("**BMO**") issuance of two letters of credit in favour of Tarion:

1. A letter of credit bearing number BMTO8000666OS and with a value of $2,400,000 (the "**Condo LOC**"); and
2. A letter of credit bearing number BMTO786681OS and with a value of $1,440,000 (the "**Freehold LOC**" and, together with the Condo LOC, the "**Letters of Credit**")

The drawdown

In June 2024, the Ontario Superior Court of Justice made an Order authorizing the Receiver to terminate and disclaim 28 pre-receivership agreements of purchase and sale in respect of the Freehold Units. The Receiver subsequently disclaimed these agreements.

The Receiver understands that a number of purchasers under such agreements of purchase and sale in respect of Freehold Units filed warranty claims with Tarion, which Tarion has subsequently paid.

In December 2025, Tarion drew $1,440,000 under the Freehold LOC and $1,846,001.10 under the Condo LOC. As described below, Tarion had no right to draw on the Condo LOC in connection with claims made by purchasers in relation to the Freehold Units.

Tarion had no right to draw on the Condo LOC

The Vendor Agreement governs the terms under which Tarion can enforce security provided on JPLP's behalf.

Article 3.8.3 of the Vendor Agreement provides, in part, that:

> in connection with an Application for QFE Confirmation in respect of a condominium project, the Security provided in connection with the condominium project shall be limited to the such condominium project (including both residential units and common elements) unless the Security instrument provides otherwise.

This provision makes clear that Taron can only enforce against security posted in connection with a condominium project to indemnify itself for losses that arise from that condominium project, unless the relevant security instrument provides otherwise.

In this case, there is no language in the Condo LOC, or any other document, to displace the presumption that this security is limited to the Condo Units.

As is standard for letters of credit, the Condo LOC contemplates that Tarion's right to draw on the Condo LOC is autonomous of the specific terms of the relationship between JPLP and Tarion.

Additionally, the Fresh as Amended Notice of Proposal in respect of the enrollment of the Condo Units under the new home warranty program (in response to which the Condo LOC was provided to Tarion) only makes reference to the 60 Condo Units.

As a result, the Vendor Agreement prohibited Tarion from drawing on the Condo LOC to indemnify itself for losses related to the Freehold Units.

The Receiver therefore demands that Tarion immediately return these Funds to the Receiver, plus $14,222.61 in interest accrued to March 18, 2026.[1]

If Tarion does not comply with the foregoing demand by April 9, 2026, the Receiver will commence a motion before the Ontario Superior Court of Justice (Commercial List) seeking an Order requiring that Tarion do the same.

Yours very truly,
Paliare Roland Rosenberg Rothstein LLP



Ryan Shah
RS:RS
Encls.

[1] Which continues to accrue interest at the per diem rate of $275.68 from March 18, 2026.

APPENDIX I

TORYS LLP

79 Wellington St. W., 30th Floor
Box 270, TD South Tower
Toronto, Ontario M5K 1N2 Canada
P. 416.865.0040 | F. 416.865.7380
www.torys.com

Adam M. Slavens
aslavens@torys.com
P. 416.865.7333

April 30, 2026

VIA EMAIL (RYAN.SHAH@PALIAREROLAND.COM)

Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

Attention: Mr. Ryan Shah

Dear Sirs and Mesdames:

Re: Jefferson Properties Limited Partnership - Letter of Credit No. BMTO8000666OS (the "Letter of Credit")

We are lawyers for Tarion Warranty Corporation ("**Tarion**"). We are in receipt of your letter dated April 2, 2026, regarding the Letter of Credit (the "**April 2 Letter**").

Tarion does not agree with your characterization of events or interpretation of the various documents referred to in the April 2 Letter. Tarion will not be paying any funds drawn under the Letter of Credit to the Receiver, plus accrued interest, which is what the April 2 Letter demanded.

Tarion fully reserves its rights to utilize the Letter of Credit and any and all other security that has been provided to it, as Tarion continues to comply with its duties and obligations under the *Ontario New Home Warranties Plan Act* (Ontario) and the regulations promulgated thereunder.

Yours truly,



Adam M. Slavens

APPENDIX J

OFFICE SCHEDULE

Number/Numéro YR3877442
CERTIFICATE OF RECEIPT
CERTIFICAT DE RÉCÉPISSÉ

13:49 Dec 16, 2025

Cathy Norman
Land Registrar
Registrateur

#: 65
Office/Bureau:
York Region

DECLARATION

CONDOMINIUM ACT, 1998

YORK REGION STANDARD CONDOMINIUM PLAN NO 1604

NEW PROPERTY IDENTIFIER'S BLOCK: 30136

RECENTLY: 03208-3230

DECLARANT: 2011836 ONTARIO CORP.
JEFFERSON PROPERTIES LIMITED PARTNERSHIP

SOLICITOR: LOOPSTRA NIXON LLP
REG THERIAULT

ADDRESS: 135 QUEENS PLATE DRIVE
SUITE 600, TORONTO ONT M9W 6V7

PHONE: 416 746-4710

NO. OF UNITS: 139

FEES: 83.45 + $5.00 x (139 UNITS) = $778.45

THIS DECLARATION (hereinafter called the "**Declaration**") is made and executed pursuant to the provisions of the *Condominium Act*, 1998, S.O. 1998, C.19, and the regulations made thereunder, as amended from time to time (all of which are hereinafter collectively referred to as the "**Act**"), by:

ALBERT GELMAN INC., SOLELY IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF JEFFERSON PROPERTIES LIMITED PARTNERSHIP AND 2011836 ONTARIO CORP. (AS GENERAL PARTNER)

(hereinafter called the "**Declarant**")

WHEREAS:

A. The Declarant is the owner in fee simple of certain lands and premises situate in the Town of Richmond Hill, in the Province of Ontario and being more particularly described in Schedule "A" annexed hereto and in the description submitted herewith by the Declarant (hereinafter called the "**Description**") for registration in accordance with the Act and which lands are sometimes referred to as the "**Lands**" or the "**Property**";

B. The Declarant has constructed a building upon the Property containing various units as more particularly described in this Declaration; and

C. The Declarant intends that the Property together with the building constructed thereon shall be governed by the Act and that the registration of this Declaration and the Description will create a freehold condominium corporation that constitutes a standard condominium corporation.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE I.
INTRODUCTORY

1.1 Definitions

The terms used in this Declaration shall have the meanings ascribed to them in the Act, unless this Declaration specifies otherwise, or unless the context otherwise requires and in particular.

"Abutting Lands Access Agreement" means a right of access agreement and/or easement with any owners of abutting lands relating to the development, support, services, inspection, construction and repair of such lands and the Condominium Lands, which shall be determined by the Declarant in advance of the registration of the Condominium;

"Board" means the Corporation's Board of Directors;

"By-Laws" means the by-laws of the Corporation enacted from time to time;

"Common Elements" means all the Property except the Units;

"Common Elements Condominium" means the common elements condominium corporation created by the Declarant as a separate condominium corporation, by registration of a declaration and description on Part of the lands described as Block 1 on Plan 65M-4637;

"Common Expenses" shall have the meaning ascribed to such term in Section 2.1 hereof;

"Common Interior Roadway" mean the portions of the roadway on the Lands or any portion of the lands which are used for pedestrian and/or vehicular ingress and/or egress to and from the Condominium and/or the Common Elements Condominium, surface street lighting, lighting and all ancillary equipment, which are specifically designated as part of the common elements in the Description of the Condominium and/or Common Elements Condominium and designated as Parts 57 and 60 on Reference Plan 65R-41136 and Part 1 on Plan 65R-41121;

"Corporation" or **"Condominium"** means the freehold condominium that is a standard condominium corporation created by the registration of this Declaration and Description;

"Owner" means the owner or owners of the freehold estate(s) in a Unit, but does not include a mortgagee unless in possession;

"Parkette" means the parkette designated as Part 59 on Reference Plan 65R-41136, which forms part of the common elements of the Common Elements Condominium Development;

"Parking Units" means approximately seventy-nine (79) parking Units on Level A;

"Project" means collectively the Condominium and the Common Elements Condominium Development;

"Residential Units" means Units 1 to 15, inclusive, on Level 1; Units 1 to 45, inclusive, on Level 2;

"Rules" means the rules passed by the Board from time to time;

"Shared Facilities" means the Common Interior Roadway, the Parkette and the Shared Servicing Systems, and shall also specifically include those units, areas, services, systems requirements and facilities identified or defined as Shared Facilities in the Shared Facilities Agreement;

"Shared Facilities Agreement" means the agreement governing the use and sharing of costs of certain facilities between the Corporation and the Common Elements Condominium Development;

"Shared Facilities Costs" means the aggregate of all costs and expenses incurred in connection with the Shared Facilities, all as provided in the Shared Facilities Agreement and shall include without limitation, the costs and expenses incurred in connection with the maintenance, repair and operation of the Shared Facilities.

"Shared Servicing Systems" means the servicing systems servicing the Units and/or Common Elements of the Condominium and the Common Elements Condominium Development including certain parts of the storm and sanitary system, telephone and cable system and other such systems, all as more fully described and set forth in the Shared Facilities Agreement unless such locations or responsibilities are further adjusted, qualified or amended pursuant to any provisions of the Shared Facilities Agreement in which event the readjustment, qualified or amended adjustments shall prevail. Notwithstanding the foregoing, the Shared Services Systems shall exclude without limitation, all pertinent portions of the storm and sanitary sewer systems, and the gas, domestic water, plumbing, ventilation, hydro-electric, energy management, computer monitoring and fire protections systems (as well as portions of various ancillary mechanical and electrical fixtures, cables, valves, meters and equipment appurtenant thereto), which provide security, monitoring, heat, power, drainage, fire protection and/or any other type of service to either of the Condominium or the Common Elements Condominium Development exclusively but not both;

"Units" means all of the units referred to in this Declaration as the context may require.

"Visitor Parking Spaces" means those visitor parking spaces located on Level 1 and on Level A.

1.2 Act Governs the Property

The Lands described in Schedule "A" annexed hereto and in the Description together with all interests appurtenant to the Lands are governed by the Act.

1.3 Standard Condominium

The registration of this Declaration and the Description will create a freehold condominium corporation that constitutes a standard condominium corporation.

1.4 Consent of Encumbrancers

The consent of every person having a registered mortgage against the Property or interests appurtenant thereto is contained in Schedule "B" attached hereto. Alternatively, the Declarant has obtained an order from a court of competent jurisdiction to dispense with the requirement for same, if and as applicable.

1.5 Boundaries of Units and Monuments

The monuments controlling the extent of the Units are the physical surfaces mentioned in the Boundaries of Units in Schedule 'C' attached hereto.

Notwithstanding the boundaries set out in Schedule 'C' attached hereto:

(i) Each Residential Unit **shall include** all pipes, wires, cables, conduits, ducts, mechanical and electrical apparatus and the branch piping extending to, but not including, the common

pipe risers, all of which provide a service or utility to the particular Unit, regardless of whether or not same are located outside the Unit boundaries described in Schedule 'C'. Each Residential Unit **shall also include** the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, including the shut-off valve, all of which provide a service or utility to that particular Unit, regardless of whether or not same are located outside the Unit boundaries described in Schedule 'C'.

(ii) Each Residential Unit **shall exclude** any load bearing wall or column that provides support to another Unit or the Common Element, exterior doors and frames, window and frame, all pipes, wires, cables, conduits, ducts, shafts, flues and mechanical and electrical apparatus, carbon monoxide detectors, fire alarms, security or sprinkler systems, all of which are situate in the Unit and provide a service or utility to another Unit(s) or the Common Element.

(iii) Each Parking Unit and Tandem Parking Unit as may be applicable, shall exclude, without limiting the aforementioned, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hose cabinets and attachments, sprinklers, lighting fixtures, air-conditioning or heating equipment and controls that provides any service to the common elements or units, including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included) which may be located within any such Parking Units or Tandem Parking Units as may be applicable;

1.6 Common Interest and Common Expense Allocation

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners in the proportions set forth opposite each Unit number in Schedule "D" attached hereto and shall contribute to the Common Expenses in the proportions set forth opposite each Unit number in Schedule "D" attached hereto. The total of the proportions of the common interests and proportionate contribution to Common Expenses shall each be one hundred (100%) percent.

1.7 Address for Service and Mailing Address of the Corporation

The Corporation's address for service shall be 250 Ferrand Dr., Suite 403, Toronto, Ontario, M3C 3G8 or such other address as the Corporation may by resolution of the Board determine, and the Corporation's mailing address shall be 250 Ferrand Dr., Suite 403, Toronto, Ontario, M3C 3G8, or such other address as the Corporation may by resolution of the Board determine.

1.8 Approval Authority Requirements

There are no conditions imposed by the approval authority to be included in this Declaration.

1.9 Architect/Engineer Certificates

The certificate(s) of the Declarant's architect(s) and/or engineer(s) confirming that all buildings on the Property have been constructed in accordance with the regulations made under the Act is/are contained in Schedule "G" attached hereto.

ARTICLE II.
COMMON EXPENSES

2.1 Specification of Common Expenses

The common expenses shall comprise the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money incurred by or on behalf of the Corporation that are specifically designated as (or collectible as) common expenses pursuant to the provisions of the Act and/or this Declaration and, without limiting the generality of the foregoing, shall include the specific expenses set out in Schedule "E" attached hereto (the **"Common Expenses"**).

2.2 Payment of Common Expenses

(a) The common expenses shall comprise the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money incurred by or on behalf of the Corporation that are specifically designated as (or collectible as) common expenses pursuant to the provisions of the Act and/or this Declaration and without limiting the generality of the foregoing, shall include the specific expenses set out in Schedule "E" attached hereto.

(b) Hydro/Water

(i) The consumption within the Residential Units and Common Elements of (i) electricity (hydro) and (ii) water (collectively, the **"Metered Utilities"**) will be separately metered or check metered by one or more third party companies (collectively, the **"Meter Reading Company"**), in order to apportion and bill attributable costs amongst the individual Owners and the Corporation.

(ii) The Corporation and each Owner shall enter into or assume an agreement with the Meter Reading Company (the **"Meter Reading Agreement"**). The Meter Reading Agreement shall state, among other things, and the Owners and Corporation shall comply with the following:

(1) The Meter Reading Company shall be responsible for operating the utility distribution system in accordance with the terms of the Meter Reading Agreement. In this regard, the Meter Reading Company (and employees, agents, contractors, consultants and other personnel) shall have the right in the nature of an easement to access the Condominium for the purpose of complying with its obligations pursuant to the Meter Reading Agreement, which rights may be reflected in an easement to be registered against title to the Property.

(2) Each Owner or occupant of a Residential Unit shall enter into a separate supply and services agreement with the Meter Reading Company on or before taking occupancy of their Residential Unit in accordance with the Meter Reading Company's standard form agreement.

(3) Each Owner or occupant of a Residential Unit may be required to pay a security deposit to the Meter Reading Company on or before taking occupancy of their Unit and the Meter Reading Company shall have the right to conduct credit checks on each owner or occupant of a Residential Unit.

(4) In the event that an owner or occupant fails to pay any amount owing to the Meter Reading Company when due, the Meter Reading Company shall employ normal collection practices which includes terminating the supply of utilities to the Residential Unit until all amounts owing by such owner or occupant to the Meter Reading Company have been paid in full.

(5) The Meter Reading Agreement will provide that if such agreement is terminated pursuant to Section 112 of the Condominium Act, 1998 or otherwise, the Meter Reading Company shall be permitted to remove its meters (or any part thereof) from the Condominium and/or recover its capital investment in the utility distribution system and all associated termination, disconnection and removal costs.

(iii) Each Owner and the Corporation shall receive from the Meter Reading Company and be responsible for, payment of the invoice with respect to the electricity and water consumption for his/her Residential Unit and the Common Elements, respectively. The Owner shall remit payment to the Meter Reading Company for electricity and water consumption, equipment and administrative fees, separate from any other obligations the Owner has with respect to payment of Common Expenses as an Owner within the Condominium.

(iv) Any monies owing with respect to invoices for electricity and/or water consumption and not paid to the Meter Reading Company by the Owner according to the terms of the invoice, may be paid by the Corporation to the Meter Reading Company, and may thereupon be a debt owed by the Owner of the Residential Unit whose occupants have consumed the electricity and/or water, and shall be collectable by the Corporation as if same were Common Expenses in arrears and for such purposes only shall be considered Common Expenses. Payment to the Corporation and/or the Meter Reading Company shall be made in such manner and with such frequency as determined by the Board of Directors and/or the Meter Reading Company from time to time acting reasonably in the event of such default. Interest will accrue on arrears of money owing for electricity and water consumption at a rate as determined by the Corporation and/or the Meter Reading Company.

(v) Notwithstanding any other provisions of this Declaration, the Owner and the Corporation authorizes entry to Residential Units and the Common Elements by the Meter Reading Company or its subcontractors from time to time, as deemed necessary by the Meter Reading Company for the purposes of conducting inspection, maintenance, repair and reading of the submeters. Work that is required within a Residential Unit or Common Elements (including exclusive use Common Elements) in order to facilitate the usage and operation of any submetering system is also permitted and authorized upon not less than twenty-four (24) hours' notice to the Owner of the Residential Unit if access to the Residential Unit is required except in the case of emergency, whereupon no notice is required.

(vi) The Corporation and/or Meter Reading Company shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of electricity to any Residential Unit where payments owing for same are in arrears and/or to register a Common Expense lien against the Residential Unit.

2.3 Reserve Fund

(a) The Corporation shall establish and maintain one or more reserve funds (the **"Reserve Fund(s)"**) and shall collect from the Owners as part of their contribution towards the Common Expenses, all amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation all in accordance with provisions of the Act;

(b) No part of any Reserve Fund shall be used except for the purpose for which the fund was established. Each Reserve Fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation in accordance with the Act; and

(c) For the purposes of the Act, this Declaration and/or the Shared Facilities Agreement, any and all portions of the Shared Facilities not comprising part of the registered description plan of this Condominium shall be deemed to be an "asset" of the Corporation for the purposes of utilizing any of its Reserve Fund(s) in connection with this Corporation's responsibility to share in the cost of repairing and/or replacing the Shared Facilities with the Common Elements Condominium Development.

2.4 Certificate of Status

The Corporation shall provide a status certificate to any requesting party who has paid (in advance) the applicable fees charged by the Corporation for providing same, in accordance with the provisions of the Act, together with all accompanying documentation and information prescribed by the Act. The Corporation shall forthwith provide the Declarant with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant in connection with the Declarant's sale, lease, transfer or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

ARTICLE III.
COMMON ELEMENTS

3.1 Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-laws and any Rules, each Owner has the full use, occupancy and enjoyment of the whole or any parts of the Common Elements, except as herein otherwise provided.

However, save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on, within any Unit or upon any portion of the Common Elements, that:

(a) will result in a contravention of any term or provision set out in the Act, this Declaration, the By-laws and Rules of the Corporation;

(b) is likely to damage the property of the Condominium, injure any person, or impair the structural integrity of any Unit or Common Elements;

(c) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective Units; or

(d) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy.

No one shall, by any conduct or activity undertaken in or upon any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to this Declaration, any By-law and/or the Rules.

3.2 Exclusive Use Common Elements

(a) Subject to the provisions of and compliance with the Act, this Declaration, the By-laws and the Rules, the Owners of Unit(s) listed in Schedule "F" attached hereto shall have the exclusive use and enjoyment of those parts of the Common Elements more particularly described in Schedule "F" which are respectively allocated to such Unit(s).

(b) In the event of any contravention of the prohibitions contained in subparagraph 3.4(a) below, or, with respect to exclusive use Common Elements areas, contravention of the provisions of this Declaration, the By-laws or the Rules, after provision of reasonable written notice to the Owner of the Unit to which the exclusive use Common Element area pertains, the Board or any person that the Board may direct shall have the right to access and enter upon such exclusive use Common Element area and to do or cause any act to return such exclusive use Common Element area to its original condition at the Owner's expense.

(c) Each Owner, upon the Corporation's request, shall provide to the Corporation or to any of its authorized workmen, servants, agents or contractors access to and use of the exclusive use Common Elements for the purpose of facilitating the maintenance and repair of any other part of the Common Elements, any other Unit or any other part of the building.

3.3 Restricted Access

Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Project or any part thereof as designated by the Board, from time to time;

3.4 Modifications of Common Elements, Assets and Services

(a) General Prohibition

No Owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with section 98 of the Act.

(b) Non-Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may make a non-substantial addition, alteration, or improvement to the Common Elements, a non-substantial change in the assets of the Corporation or a non-substantial change in a service that the Corporation provides to the Owners in accordance with subsections 97(2) and (3) of the Act.

(c) Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may, by a vote of Owners who own at least sixty-six and two thirds (66 and 2/3%) percent of the Units, make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owner in accordance with subsections 97 (4), (5) and (6) of the Act.

3.5 Declarant Rights

Notwithstanding anything provided in this Declaration to the contrary, and notwithstanding any Rules or By-laws of the Corporation hereafter passed or enacted to the contrary, it is expressly stipulated and declared that:

(a) the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the Common Elements, the Visitor Parking Spaces, the Common Interior Roadway, all Residential Units and all Units owned by the Declarant from time to time for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, construction and/or customer-service program(s) with respect to any Units in the Project, from time to time;

(b) the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale purposes, as well as model suites and one or more offices for marketing, sales, construction and/or customer-service purposes, upon any portion of the Common Elements and within or outside any unsold Units, and within and at such other locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing/sales/construction/customer-service office(s) and said model suites; and

(c) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant and its authorized agents, representative and/or invitees in and to the Visitor Parking Spaces, over the Common Interior Roadway, over the Common Elements of the Corporation, and in and to all Units owned by the Declarant from time to time;

(d) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant and its authorized agents, representative and/or invitees over the Common Element areas of this Condominium;

3.6 Pets

No animal, livestock or fowl, other than those household domestic pets as permitted pursuant to Article IV of this Declaration are permitted to be on or about the Common Elements, including the exclusive use Common Elements, except for ingress to and egress from a Unit. All dogs and cats must be kept under personal supervision and control and held by leash at all times during ingress to and egress from a Unit and, while on the Common Elements Notwithstanding the generality of the foregoing, no pet deemed by the Board, in its sole and absolute discretion, to be a danger or a nuisance to the residents of the Corporation is permitted to be on or about the Common Elements.

3.7 Visitors' Parking

The parking spaces designated as visitor parking on the Description shall form part of the Common Elements, and shall be for use by visitors to the owners/occupiers of Residential Units and dwelling units within the Common Elements Condominium Development. There shall be no charge or fee for the use of these parking spaces. These parking spaces may not be leased or sold to any Owner or otherwise assigned. The parking spaces shall be maintained by the Corporation and shall be used by visitors to the Condominium for the parking of their motor vehicles and shall not be used by Residential Unit Owners or for any other purpose whatsoever. Each parking space shall be individually designated as visitor parking by means of clearly visible signs. Provided that the Declarant, its sales personnel, invitees, prospective purchasers and workmen may park motor vehicles upon the visitor parking spaces until such time as all Units in the Property are sold and conveyed by the Declarant.

ARTICLE IV.
UNITS

4.1 General Restrictions

The occupation and use of the Units shall be in accordance with the following restrictions and stipulations:

(a) No Unit shall be occupied or used by an Owner or anyone else, in such a manner as is likely to damage or injure any person or property (including any other Units or any portion of the Common Elements or the Common Elements Condominium Development) or in a manner that will impair the structural integrity, either patently or latently, of the Units

and/or Common Elements and/or the Common Elements Condominium Development, or in a manner that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration or in the Shared Facilities Agreement, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the By-laws, and/or any agreement authorized by By-law including the Shared Facilities Agreement. If the use made by an Owner of a Unit, other than the Declarant (except as is contemplated in this Declaration or in the By-laws, or in any agreement authorized by By-law including without limitation, the Shared Facilities Agreement) causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements or the Common Elements Condominium Development, or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being cancelled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such owner's breach of the foregoing provisions of this section and such Owner shall pay with his or her next monthly contribution towards the common expenses after receipt of a notice from the Corporation, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards Common Expenses and recoverable as such;

(b) Each Owner shall comply, and shall require all members of his or her family, occupants, tenants, invitees, servants, agents, contractors and licensees of his or her Unit to comply with the Act, the Declaration, the By-laws, and all agreements authorized by By-law and the Rules including, without limitation, the Shared Facilities Agreement;

(c) No change shall be made in the colour of any exterior glass, window, door or screen of any Unit except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the building, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his or her Unit, except with the prior written consent of the Board, and further, when approved, subject to the Rules. All shades or other window coverings shall be white or off-white when visible from the outside and all draperies shall be lined in white or off-white to present a uniform appearance to the exterior of the building. No clothesline or similar device shall be allowed on any portion of the Property nor shall clothes or other laundry be hung anywhere on the Property; and

(d) No exterior aerial, antenna or satellite dish shall be placed on the Property, including Units and Common Elements.

4.2 Residential Units

(a) Each Residential Unit shall be occupied and used only for those purposes permitted in accordance with the applicable zoning by-laws pertaining to the Property and for no other purpose whatsoever. The number of individuals who may occupy a Residential Unit shall be the same as the number permitted by the local municipal by-laws from time to time. The foregoing shall not prevent the Declarant from completing the buildings and all improvements to the Property, maintaining Residential Units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs for marketing/sales/leasing purposes upon the Common Elements, and within or outside any unsold Residential Unit, for the marketing of Residential Units in this Corporation and dwelling units in the Common Elements Condominium Development, until registered title to all Residential Units in this Corporation and any residential units owned by the Declarant or a related company, as the case may be, in the Common Elements Condominium have been transferred by the Declarant, or such related company.

(b) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any Unit, except for signs marketing the Property or the Corporation or Units contained therein or residential dwelling units within the Common Elements Condominium Development by the Declarant and/or its related companies.

(c) No animal, livestock or fowl of any kind other than two (2) general household domestic pets, being cats, dogs, canaries, budgies or other small caged birds, or an aquarium of

goldfish or tropical fish, shall be kept or allowed in any Unit. No pet, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance or a danger shall be kept by any Owner in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the Property. No breeding of pets for sale or otherwise shall be carried on, in or around any Unit. Notwithstanding the generality of the foregoing, no pet deemed by the Board in its sole and absolute discretion, to be a nuisance or a danger to the residents of the Corporation shall be permitted in any Unit.

(d) In the event the Board determines in its sole discretion, acting reasonably, that any noise, odour or offensive action is being transmitted to another Unit from a Residential Unit and that such noise, odour or offensive action is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Unit is adjacent to or wherever situated in relation to the offending Residential Unit), then the Owner of such Residential Unit shall at his/her own expense take such steps as shall be necessary to abate such noise, odour or offensive action to the satisfaction of the Board. In the event the Owner of such Residential Unit fails to abate the noise, odour or offensive action, the Board shall take such steps as shall be necessary to abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, odour or offensive action, which expenses are to include reasonable solicitor's fees on a solicitor and his/her own client basis;

(e) No Owner of a Residential Unit shall make any change, addition, modification or alteration, except for any change, addition, modification or alteration which is solely decorative in nature, in or to his or her Residential Unit without the prior written consent of the Board, which consent shall be in the sole and absolute discretion of the Board and may be subject to such conditions as may be determined by the Board.

(f) No barbecues may be used indoors or outdoors, save and except barbecues are permitted on roof terraces and ground floor patios of Residential Units provided that the barbecues only use natural gas (not propane) and the roof terrace or ground floor patio for those aforementioned Residential Units has been equipped with a natural gas line with a "quick disconnect" for barbecue use which has been provided by the Declarant. The use of any barbecue is subject to section 4.2(d) herein;

(g) (i) For the purpose of this subparagraph, "Vertical Party Wall" means a vertical wall constructed along the boundary between two (2) Residential Units shown in the Description as a vertical plane. Where and to the extent that concrete, concrete block or masonry portions of walls or columns located within the Residential Unit are not load-bearing walls or columns, and contain no service conduits that service any other Unit or the Common Elements, an Owner may, upon executing an agreement pursuant to Section 98 of the Act, with the Board which may attach any reasonable conditions to the said agreement, including obtaining the approval of the insurer of the Property and the Owner's written agreement to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims, and/or liabilities which the Corporation may suffer or incur as a result of or in connection with such work:

(a) erect, remove or alter any internal walls or partitions within his or her Residential Unit; or

(b) where he or she is the Owner of two (2) or more adjoining Residential Units, erect, remove or alter along all or part of those portions of the vertical boundaries of each of such adjoining Residential Units shown in the Description as a line or plane, any Vertical Party Wall between his or her Residential Unit and such adjoining Residential Unit, or any soundproofing or insulating material on his or her Residential Unit side of such Vertical Party Wall;

(ii) Prior to performing any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall lodge with the Board the drawings and specifications detailing the location, materials and method of construction and installation of such work, together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common Elements will not be impaired and such work will not interfere with or impair any a structure where there is functioning or operating machinery and equipment which is part of the Common Elements;

(iii) All work performed under subparagraph (i) above will be carried out in accordance with:

(a) the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances;

(b) the provisions of the By-Laws of the Corporation and the Rules or other conditions, if any, of approval by the Board; and

(c) the drawings, specifications and data lodged with the Board;

(iv) Forthwith following the completion of any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall deliver a further certificate from the said architect and/or engineer, or such other architect and/or engineer as may be acceptable to the Board, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Board, the structural integrity of the Common Elements has not been impaired, and that such work has not interfered with or impaired any structure functioning or operation of any machinery and equipment which is part of the Common Elements; or failing such certifications, specifying in reasonable detail the reasons why such certification cannot be made; and

(v) Notwithstanding the removal of the whole or any portion of any demising or partition wall as aforesaid, the Residential Unit and the adjoining Residential Unit thereto shall still constitute two separate Residential Units, as illustrated in the Description and all obligations of the Owners of the said two adjoining Residential Units, whether arising under the Act, the Declaration, the By-Laws or the Rules of the Condominium, shall remain unchanged.

4.3 Parking Units

(a) Each Parking Unit shall be used and occupied only for the parking of a motor vehicle as may be from time to time defined in the Rules of the Corporation. It shall be the responsibility of the Parking Unit Owner to ensure that his or her vehicles can be properly operated and/or parked in this Condominium. The Owner of a Parking Unit shall not park more than one motor vehicle within the boundaries of such Parking Unit, provided, however, that in no instance shall any portion of any motor vehicle parked within a Parking Unit protrude beyond the boundaries of the Parking Unit and concomitantly encroach upon any portion of the Common Elements or upon any other Unit. Each Owner shall maintain his or her Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of Parking Units.

(b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Parking Units which right shall continue until such time as all the Residential Units and Parking Units in the Corporation have been conveyed.

(c) Notwithstanding the provisions of this section, in the event that the Corporation becomes the Owner of certain of the Parking Units, the Board may, from time to time, designate the said Parking Units for alternate uses, provided that such alternate use is in accordance with the requirements and the by-laws of the applicable governmental authority and approved by the requisite number of Owners at a meeting duly called for that purpose;

(d) Any or all of the Parking Units in this Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however, that any sale, transfer, assignment or other conveyance of any Parking Unit shall be made only to the Declarant, to the Corporation, or to any Owner of a Residential Unit in this Condominium, or to any other person by the Declarant only. Parking Units may be leased to tenants in actual occupation of Residential Units in this Corporation, subject to subparagraph 4.4 of the Declaration;

(e) No Owner, other than the Declarant, or a related party, shall retain ownership of a Parking Unit after such Owner has sold or conveyed title to all of his or her Residential Units;

(f) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Parking Unit, in contravention of any of the foregoing provisions of this section, shall be null and void and of no force or effect whatsoever; and

(g) Certain of the Parking Units may be designated for the handicapped (hereinafter, the "**Handicapped Parking Unit(s)**") and if so designated, these Handicapped Parking Units shall be subject to the following:

(i) In the event that a "disabled driver", as defined in the regulations promulgated pursuant to the *Highway Traffic Act* R.S.O. 1990 c.H.8, including a driver whose licence plate incorporates the international symbol for the disabled, purchases a Residential Unit and a Parking Unit which is not designated for the handicapped, the owner or any person occupying a Handicapped Parking Unit shall (if not handicapped), upon notice from the Corporation and at the request of the disabled driver, exchange the right to occupy the Handicapped Parking Unit with the disabled driver for the Parking Unit which was purchased by the disabled driver, said exchange of the right to occupy said space to continue for the full period of the disabled driver's residence in the building;

(ii) When a disabled driver requests an exchange of occupancy rights for a Handicapped Parking Unit, the Corporation shall forthwith notify the Owner of and any person occupying the Handicapped Parking Unit and the Owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice provided said Owner is not handicapped;

(iii) No rent, charges, fees or costs whatsoever shall be charged by any Owner, occupant or the Corporation in connection with the exchange of the right to occupy.

4.4 Leasing of Units

(a) Where an Owner leases his or her Unit, the Owner shall within thirty (30) days of entering into a lease or a renewal thereof:

(i) notify the Corporation that the Unit is leased;

(ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01;

(iii) provide the lessee with a copy of the Declaration, By-laws and Rules of the Corporation.

(b) If a lease of the Unit is terminated and not renewed, the Owner shall notify the Corporation in writing.

(c) No tenant shall be liable for the payment of Common Expenses unless notified by the Corporation that the Owner is in default of payment of Common Expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the Common Expenses and shall pay the same to the Corporation.

(d) Any Owner leasing his or her Unit shall not be relieved thereby from any of his or her obligations with respect to the Unit, which shall be joint and several with his or her tenant,

(e) The term of any lease of a Parking Unit shall terminate immediately upon the tenant ceasing to reside in the Corporation. There is no minimum term for the lease of a Unit nor shall the Board impose a minimum term.

ARTICLE V.
MAINTENANCE AND REPAIRS

5.1 Repairs and Maintenance by Owner

(a) Each Owner shall maintain his or her Unit, and subject to the provisions of this Declaration, each Owner shall repair his or her Unit after damage and all improvements and betterments made or acquired by an Owner, all at his or her own expense. Each Owner shall be responsible for all damages to any and all other Units and the Common Elements which are caused by the failure of the Owner or those for whom the Owner is responsible to so maintain and repair the Unit. In addition, without limiting the generality of the foregoing, each Owner shall maintain and repair:

(i) the interior surface of doors which provide the means of ingress to and egress from a Residential Unit and repair damage to those doors caused by the negligence of the Owner, residents, family members, guests, tenants, licensees or invitees to his or her Unit;

(ii) the interior surface of all windows and interior and exterior surfaces of all windows and window sills contiguous to his or her Unit and which are accessible by the balcony, terrace or patio together with the balcony or terrace or patio itself which has been designated as an exclusive use area in respect of such Unit in a clean and sightly condition; and repair damage to those windows caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees and invitees to the Residential Unit;

(iii) all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, that supply any service to his or her Unit only;

(iv) the bathtub enclosures, tiles, shower fans, ceiling and exhaust fans and fan motors located in the kitchen and bathroom areas of the Unit;

(v) his or her Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of the same. For greater certainty, each Owner of a Parking Unit shall be responsible for repairs and maintenance to the floor surface (including any protective membrane or coating) necessitated by spills or leakage;

(vi) as well as, replace and repair, in respect of the Units, any system, appliance or fixture that serves his/her own Unit;

(vii) clean, but not repair, the walkway leading up to each Residential Unit, including the stairs and landing associated therewith, including snow and ice clearing

(viii) the exclusive use portions of the Common Elements associated with all Units, including patios, balconies, walkways/porches, and roof terraces and stairs, if any (other than structural repairs), provided such maintenance and repairs shall be performed to a standard acceptable to the Condominium and by a contractor approved by the Condominium. For greater certainty, no Owner shall alter any exclusive use common elements other than in accordance with the terms of this Declaration, nor apply any paint, stucco, wallpaper, varnish, stain or other finishes to any portion thereof, nor alter or change the colour, texture and/or materials constituting same, without the prior written consent of the Condominium, unless otherwise stated herein, to ensure that a uniform and aesthetically appealing appearance is maintained for the Condominium. The Board shall have the right to require the removal of anything which contravenes this provision, it being the intent of the Condominium to maintain an aesthetically appealing and uniform appearance with respect to the Condominium. If an Owner defaults with respect to any of his/her obligations pursuant to this provision, then the Condominium may perform any of these functions and all costs and expenses incurred by the Condominium shall be paid by the defaulting Owner forthwith after written demand and such amount may be added to the monthly contributions towards Common Expenses applicable to such Owner only and shall be recoverable in the same manner as Common Expenses from such Owner (with corresponding lien rights in favour of the Condominium).

(b) Each Owner shall further maintain, repair and replace the heating, air conditioning and ventilation systems and equipment, including thermostatic controls contained within and servicing his or her Unit only (to and including the shut-off valve, if applicable, whether same is installed or located within or beyond the boundaries of the Unit) such maintenance to include regularly scheduled inspections of all such equipment. Such periodic maintenance shall include the cleaning and replacement of air filters, at the Owner's expense, provided such maintenance, repairs and/or replacements shall only be conducted by personnel approved by the Board. The Corporation may make provision in its annual budget for the maintenance and repair of the heating system, servicing each Residential Unit, including the replacement of air filters, whereupon such costs shall be allocated as part of the Common Expenses. Each Owner shall be liable for any damage to any Unit and/or Common Elements due to the malfunction of such equipment caused by the act or omission of an Owner, his or her servants, residents, family members, guests, visitors, agents, tenants, licensees or invitees. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board.

(c) The Corporation shall conduct such maintenance and make any repair that an Owner is obliged to make and that the Owner does not make within a reasonable time and in such an event, such Owner shall be deemed to have consented to having said repairs done by the Corporation, and such Owner shall reimburse the Corporation in full for the cost of such maintenance and repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of eighteen (18%) per cent per annum, calculated monthly not in advance from the date or dates incurred, until paid by the Owner. The Corporation may collect all such costs in such instalments as the Board may decide upon. The instalments shall form part of the monthly contributions towards the Common Expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the Common Expenses and recoverable as such.

5.2 Responsibility of Owner for Damage

Each Owner shall be responsible for any and all damage to other Units and to the Common Elements, which is caused by the failure of the Owner to maintain and repair his or her Unit and such parts of the Common Elements for which he/she is responsible, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

5.3 Repair and Maintenance by Corporation

(a) Save as otherwise specifically provided in this Declaration to the contrary, the Corporation shall maintain, and repair after damage, the Common Elements (including any portion of the Shared Facilities comprising parts of the Common Elements of this Condominium which the Common Elements Condominium has failed to maintain and repair, in accordance with the provisions of the Shared Facilities Agreement), other than any improvements to (and/or any facilities, services or amenities installed by any Unit Owner upon) any Common Elements set aside for the exclusive use of any Owner. In order to maintain a uniformity of appearance throughout the Condominium, the Corporation's duty to maintain and repair shall extend to all exterior surfaces of doors which provide access to the Units, exterior door frames, exterior window frames and all exterior window surfaces, and any exterior perimeter fences erected by the Declarant along the boundaries of the Property.

(b) The Corporation shall maintain and repair the Parking Units, and the Common Elements at its own expense and shall be responsible for the maintenance and repair of exclusive use Common Elements, however, the Corporation shall not be responsible for the maintenance and repair those parts of the aforesaid Units and Common Elements which are required to be maintained and repaired by the Owners pursuant to paragraph 5.1.

(c) Notwithstanding anything provided in paragraph 5.3(a) hereof to the contrary, it is understood and agreed that each Owner shall be responsible for the maintenance of all interior door and window surfaces with respect to his or her Residential Unit.

(d) Every Owner shall forthwith reimburse the Corporation for repairs to windows and doors serving his or her Unit, following damage to same caused by such Owner's negligence, or the negligence of his or her residents, tenants, invitees or licensees.

(e) While Owners are responsible for the replacement and repair of the heating, air conditioning and ventilation equipment, the Corporation may, if approved by a majority of the Owners at a meeting called for that purpose, undertake to maintain the heating, air conditioning and ventilation equipment, with such periodic maintenance to include regularly scheduled inspections of all such equipment and the cleaning and replacement of air filters (the "Maintenance"). If the Corporation undertakes the Maintenance, it shall ensure compliance with common industry practice with regard to the manufacturers' recommended maintenance program. The Corporation shall not be responsible for damage which arises as a result of premature failure, improper functioning and/or inadequate repair.

(f) The Corporation shall be responsible for the cost of repairing and/or replacing all door locks respectively leading into each of the Residential Units that were originally installed by the Declarant (and keyed to the Corporation's master key entry system), unless any such lock has been damaged by any Owner, or by such Owner's residents, tenants, invitees or licensees, in which case the Corporation shall undertake and complete such repair or replacement, but the cost of same shall be borne solely by the affected.

5.4 Repair and Maintenance of the Shared Facilities

The Corporation shall, with respect to any damage to any portion of the Shared Facilities comprising any Unit or portion of the Common Elements of this Condominium, make (or arrange for) any repairs that any Owner is obligated to make and that he or she does not make within a reasonable time, after written notice is given to such Owner by the Corporation. In such event, an Owner shall be deemed to have consented to having repairs done to his or her Unit by the Corporation. The Owner shall reimburse the Corporation for the cost of such repairs, and all such costs shall bear interest at the rate of eighteen (18%) percent per annum, calculated monthly not in advance from the date or dates incurred, until paid by the Owner. The Corporation may collect such costs in such installments as the Board may decide upon, which installments shall be added to the monthly contributions towards the Common Expenses of such Owner, after receipt of written notice from the Corporation thereof, and shall be treated in all respects as Common Expenses, and be recoverable as such.

5.5 Access of Abutting Condominium Lands

The Corporation, Declarant, Owners, and any and all occupants of the Condominium Lands shall occupy and use the Condominium Lands subject to and together with the easement/right-of-access as set out in the description of York Region Common Elements Condominium Corporation No. 1591 (registered as "YR3848766"), as set out in Schedule "A" to its declaration, being a right of access relating to the development, support, services, inspection, construction, and repair of the Common Elements Condominium Lands and the Condominium Lands.

ARTICLE VI.
INDEMNIFICATION

6.1 Indemnification

Each Owner shall indemnify and save harmless the Corporation from and against any loss, cost, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his or her family, guests, visitors or tenants to or with respect to the Common Elements and/or all other Units, except for any loss, cost, damage, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward Common Expenses payable by such Owner and shall be recoverable as such.

ARTICLE VII.
INSURANCE

7.1 By the Corporation

The Corporation shall obtain and maintain the following insurance, in one or more policies:

(a) "All Risk" Insurance: Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:

(i) the Property and buildings, but excluding improvements and betterments made or acquired by an Owner; and

(ii) all assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the Owners;

in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause as determined by the Board from time to time which deductible shall be the responsibility of the Corporation in the event of a claim with respect to Common Elements and shall be the responsibility of the Unit Owner in the event of a claim related to said Owner's Unit.

(b) Policy Provisions

Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act, this Declaration and the Insurance Trust Agreement) and shall contain the following provisions:

(i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;

(ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation and to the Insurance Trustee;

(iii) waivers of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;

(iv) waivers of any defense based on co-insurance (other than a stated amount co-insurance clause); and

(v) waivers of any defense based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.

(c) Public Liability Insurance: Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than TWO MILLION ($2,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and the Owner's respective residents, tenants, invitees or licensees.

(d) Boiler, Machinery and Pressure Vessel Insurance: Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles, to the extent required as the Board may from time to time deem advisable.

7.2 General Provisions

(a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may in writing, authorize any Owner, in writing, to adjust any loss to his or her Unit;

(a) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 7.2(b) of this Article VII shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;

(c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the records of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation;

(d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act;

(e) Where insurance proceeds are received by the Corporation or any other person rather than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Article VIII; and

(f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a Common Expense.

7.3 By the Owner

(a) It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, must be obtained and maintained by each Owner at such Owner's own expense:

(i) Insurance on any improvements to a Unit to the extent same are not covered as part of the standard Unit by the insurance obtained and maintained by the Corporation and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within the Unit and the personal property and chattels stored elsewhere on the Property, including automobiles, and for loss of use and occupancy of the Unit in the event of damage. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants, and against the other Owners and the Owner's respective residents, tenants, invitees or licensees or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties;

(ii) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation;

(iii) Insurance covering the deductible on the Corporation's master insurance policy for which an Owner may be responsible.

(b) Owners are recommended to obtain, although it is not mandatory, insurance covering:

(i) additional living expenses incurred by an Owner if forced to leave his or her Residential Unit by one of the hazards protected against under the Corporation's policy; and

(ii) special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.

7.4 Indemnity Insurance for Directors and Officers of the Corporation

The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in the Act, including any liability, cost, charge or expense incurred by them in the execution of their respective duties (hereinafter collectively referred to as the "**Liabilities**"), provided however that such insurance shall not indemnify any of the directors or officers against any of the Liabilities respectively incurred by him or her as a result of a breach of his or her duty to act honestly and in good faith, or an act or omission that is in contravention of the provisions of the Act.

ARTICLE VIII.
INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

8.1 The Corporation may enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under the *Loan and Trust Corporations Act*, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:

(a) the receipt by the Insurance Trustee of any proceeds of insurance in excess of fifteen (15%) percent of the replacement cost of the Property and assets of the Corporation covered by the insurance policy;

(b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act and this Declaration, and any amendments thereto;

(c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and

(d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

If the Corporation is unable to enter into such agreement with such Trust Company or such Chartered Bank, by reason of its refusal to act, the Corporation may enter into such agreement with such other Corporation authorized to act as a Trustee, as the Owners may approve By-law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a Common Expense.

8.2 In the event that:

(a) the Corporation is obligated to repair or replace the Common Elements, any Unit, or any asset insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs;

(b) there is no obligation by the Corporation to repair or replace, and if there is termination of governance in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the Owners in the proportion of their respective interests in the Common Elements and shall pay such proceeds to the Owners in such proportions upon registration of a notice of termination by the Corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Notice of Lien registered by the Corporation against such Unit, in accordance with the priorities thereof;

(c) the Board, in accordance with the provisions of the Act, determines that:

(i) there has not been substantial damage equal to or greater than twenty-five (25%) per cent of the replacement cost of the buildings and structures located on the Property; or

(ii) there has been substantial damage equal to or greater than twenty-five (25%) per cent of the replacement cost of the buildings and structures located on the Property and within sixty (60) days thereafter the Owners who own eighty (80%) per cent of the Units do not vote for termination,

the Insurance Trustee shall hold all proceeds for the Corporation and Owners whose Units have been damaged as their respective interests may appear and shall disburse same in accordance with the provisions of this Declaration and the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of this Declaration and the Act.

ARTICLE IX.
SHARED FACILITIES

9.1 The Control, Operations, Budgeting and Cost-Sharing of the Shared Facilities

(a) Save as otherwise provided in this Declaration to the contrary, and without limiting any easement that the Condominium enjoys or is subject to, the Shared Facilities shall be used only by the Declarant, the Owners of the Residential Units in Condominium and the owners of dwelling units in the Common Elements Condominium Development and by their respective residents, tenants and invitees, subject to the terms of the Shared Facilities Agreement. Save as otherwise provided in this Declaration to the contrary, no provision contained in any of the By-laws or Rules of this Corporation shall restrict the access to, egress from and/or use of the Shared Facilities by the persons entitled thereto, save for any reasonable controls or restrictions imposed on access thereto by the Board for the Shared Facilities that are a Unit or part of the Common Elements of the Condominium.

(b) The Corporation's share of the Shared Facilities Costs shall be calculated and paid as provided in the Shared Facilities Agreement. The budget for the Corporation shall incorporate any budget for the same period for Shared Facilities Costs prepared in accordance with the Shared Facilities Agreement by or on behalf of the owners or parties for the time being to the Shared Facilities Agreement.

ARTICLE X.
DUTIES OF THE CORPORATION

10.1 Duties of the Corporation

The duties of the Corporation shall include, but shall not be limited to, the following:

(a) To assume and/or enter into the Shared Facilities Agreement as soon as reasonably possible after the registration of this Declaration and to observe and comply (and insofar as possible, compel the observance and/or compliance by all Unit Owners, residents and their respective tenants and/or invitees) with all terms and provisions contained in the Shared Facilities Agreement in addition to complying (and insofar as possible compelling the observance and/or compliance by all Unit Owners, residents and their respective tenants and/or invitees) with all of the requirements set forth in the Act, and all of the terms and provisions set forth in this Declaration, By-laws and Rules of this Corporation.

(b) To not interfere with the supply of (and insofar as the requisite services are supplied from the Property, to cause) heat, hydro, water, gas and all other requisite utility services (including such services which constitute Shared Facilities) to be provided to the Common Elements Condominium Development so that same are fully functional and operable during normal or customary hours of use.

(c) To operate, maintain and keep in good repair (or cause to be operated, maintained and/or repaired) as would a prudent owner of similar premises at all times, those parts of the Common Elements of this Condominium which service or benefit or constitute portions of the Shared Facilities;

(d) To ensure that no action or step is taken by or on behalf of the Corporation or by any Unit Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access to and egress from any portion of the Property so as to enable the Declarant and the declarant of the Common Elements Condominium Development to construct, complete, maintain and repair the Project.

(e) To ensure that no action or step is taken by or on behalf of the Corporation, or by any Unit Owner or its or his or her respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability or the ability of the declarant for the Common Elements Condominium Development to utilize portions of the Common Elements of this Condominium for their respective marketing/sale/construction programs, as more particularly set out in the foregoing provisions of this Declaration.

(f) To ensure that no action or step is taken by or on behalf of the Corporation, or by any Unit Owner, or its or his or her respective tenants or invitees which would prohibit, limit or restrict the access to, egress from, use and/or any easement pertaining to the Common Interior Roadway or other shared Units, that is enjoyed by the Common Elements Condominium Development and/or their respective residents, tenants and invitees as more particularly set out in the foregoing provisions of this Declaration.

(g) To pay on a monthly basis, the Corporation's share of the Shared Facilities Costs, as more particularly set out in the foregoing provisions of this Declaration and as provided for in the Shared Facilities Agreement.

(h) To execute, forthwith upon the request of the Declarant following the transfer of title to any shared Units, such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the formal cessation of all the Declarant's liabilities and obligations with respect to the Shared Facilities (as same relate to the Condominium and for which the Declarant was responsible for prior to the registration of the Condominium, if any).

(i) To accept and register the transfer from the Declarant of this Corporation's undivided interest in any shared Units (in accordance with, and at the time(s) contemplated by this Declaration and/or the Shared Facilities Agreement) and to complete and execute all requisite documentation and affidavits necessary to effect the registration of such conveyance, all without cost to the Declarant.

(j) The Board shall, after notification thereof, adopt without amendment and be bound by, all decisions of the parties to the Shared Facilities Agreement in connection with matters dealt with in the Shared Facilities Agreement as if such decisions were made by the Board itself, including decisions with respect to the determination of the Shared Facilities Costs.

(k) To enter into, abide by and comply with, the terms and provisions of any Abutting Lands Access Agreement, any outstanding subdivision, condominium, site plan, development or similar agreements (as well as enter into a formal assumption agreement with the Town of Richmond Hill or other governmental authorities relating thereto, if so required by the Town of Richmond Hill or other governmental authorities).

(l) To ensure that no action or step is taken by or on behalf of the Corporation, or by any Unit Owner, or its, or his or her respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's or its affiliated companies' ability to utilize portions of the Common Elements of this Condominium for its marketing/sale/construction programs in connection with any of part of the Project;

(m) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of *The Professional Engineers Act R.S.O. 1990*, as amended, or alternatively a certificate of practice within the meaning of *The Architects Act R.S.O. 1990*, as amended) to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 (hereinafter referred to as the "**Performance Audit**") at any time between the 6th month and the 10th month following the registration of this Declaration, then the Corporation shall have a duty to:

(i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "**Performance Auditor**") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and

(ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);

for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the 11th month following the registration of this Declaration and the corresponding completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the Board and the Ontario New Home Warranty Program pursuant to section 44(9) of the Act;

(n) To take all reasonable steps to collect from each Unit Owner his or her proportionate share of the Common Expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the Owner has defaulted in the payment of Common Expenses.

(o) To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or cable television operators, over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to each of the Units in the Condominium and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or cable television suppliers pertaining to the provision of their services to the Condominium and for such purposes shall enact such By-laws or resolutions as may be required to sanction the foregoing.

(p) To take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration.

(q) To enter into, accept, perform and be bound by any of the covenants, agreements and obligations which it may or is required to assume under this Declaration, and under the Shared Facilities Agreement and to take any and all steps which may be requested of it by the Declarant to fully implement in a timely manner the purposes, intent and provisions of this Declaration and the Shared Facilities Agreement and any modifications and amendments thereto all as may be provided for under this Declaration and under the Shared Facilities Agreement.

(r) The Corporation shall be obliged to execute such By-laws and other documentation and assurances to give effect to the foregoing.

ARTICLE XI.
GENERAL MATTERS AND ADMINISTRATION

11.1 Rights of Entry to the Unit

(a) The Corporation or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation. In addition, the Corporation, its agents or any other person authorized by the Board of Directors shall be entitled to enter where necessary, any Unit or any part of the Common Elements over which the Owner of such Unit has the exclusive use, at such reasonable times and upon giving reasonable notice, to facilitate window washing and maintenance of the suites below;

(b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and without notice for the purpose of repairing the Unit, Common Elements, including any part of the Common Elements over which any Owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists;

(c) If an Owner shall not be personally present to grant entry to such Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care;

(d) The Corporation shall retain a master key to all locks to each Unit and exclusive use areas. No Owner shall change any lock or place any additional locks on the doors to any Unit or in the Unit or to any part of the Common Elements of which such Owner has the exclusive use without all such locks being on the Corporation's master key system; and

(e) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-laws.

11.2 Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

11.3 Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the By-laws or any other Rules and regulations of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

11.4 Interpretation of Declaration

This Declaration shall be read with all changes of number and gender required by the context.

11.5 Headings

The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hands of its proper officers duly authorized in that behalf.

DATED at Toronto, this 25th day of November, 2025.

ALBERT GELMAN INC., SOLELY IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF JEFFERSON PROPERTIES LIMITED PARTNERSHIP AND 2011836 ONTARIO CORP. (AS GENERAL PARTNER)

Per: _____
Name: Tom McElroy
Title: Authorized Signing Officer
Date: November 25, 2025

I have authority to bind the Corporation.

SCHEDULE "A"

In the City of Richmond Hill, Region of York, being composed of Part of Lots B and C on a plan of subdivision registered in registered in the Land Registry Office for the registry division of York Region (No.65) as Plan 1916 designated as Parts 1, 2 and 3, Plan 65R-41121, being all of PIN 03208-3230 (LT) in the Land Titles Division of York Region (No. 65), hereinafter referred to as the "**Condominium Lands**",

For the purposes of this Schedule "A", the lands in the City of Richmond Hill, Region of York, being composed of York Region Common Elements Condominium Plan 1591, being all of PIN 30123-0001 (LT), hereinafter referred to as the "**Adjacent Condominium Lands**".

1. Existing Servient Easement – to Rogers Communications Inc.

SUBJECT TO an easement in favour of Rogers Communications Inc. as set out in Instrument No. YR2622073.

2. Existing Servient Easement – to Enbridge Gas Distribution Inc.

SUBJECT TO an easement in favour of Enbridge Gas Distribution Inc. as set out in Instrument No. YR2644669.

3. Existing Servient Easement – to Alectra Utilities Corporation

SUBJECT TO an easement in gross over part of said Lots B & C, on said Plan 1916 designated as Parts 1, 2 and 3 on Plan 65R-41121, in favour of Alectra Utilities Corporation as set out in Instrument No. YR2817498.

4. Existing Servient Easement – For Vehicular and Pedestrian Ingress and Egress

SUBJECT TO an easement in favour of the Adjacent Condominium Lands in, over, upon, and through Part 1 on Plan 65R-41121, being part of PIN 03208-3230 (LT), for the purpose of vehicular and pedestrian passage, as set out in Instrument No. YR3848766.

5. Existing Servient Easement – For Right of Support

SUBJECT TO an easement in favour of the Adjacent Condominium Lands in, over, upon, and through Part 2 on Plan 65R-41121, being part of PIN 03208-3230 (LT), for the purpose of support, as set out in Instrument No. YR3848766.

6. Existing Appurtenant Easement – For Vehicular and Pedestrian Ingress and Egress

TOGETHER WITH an easement in favour of the Condominium Lands in, over, upon, and through those portions of the Adjacent Condominium Lands designated as Parts 57 and 60 on said plan of survey 65R-41136 for vehicular and pedestrian passage, as set out in Instrument No. YR3848766.

7. Existing Appurtenant Easement – For Access and Use of Parkette

TOGETHER WITH an easement in favour of the Condominium Lands for the use and enjoyment of the Parkette contained within that portion of the Adjacent Condominium Lands designated as Part 59 on said plan of survey 65R-41136, including, without limitation, for the placement of community mailboxes serving the Condominium Lands, as set out in Instrument No. YR3848766.

8. Existing Appurtenant Easement – Storm Water Sewer Easement

TOGETHER WITH an easement in favor of the Condominium Lands in, over, upon and through those portions of the Adjacent Condominium Lands designated as Parts 57 and 60 on said Plan 65R-41136 for the purpose of ingress, egress, constructing, installing, keeping, operating, maintaining, inspecting, patrolling, altering moving, replacing, reconstructing, enlarging, and repairing municipal underground sewers, storm sewers, underground water lines, drains, drainage courses, beddings, pipes, conduits, markers, ditches, swales, channels, ducts, valves, fittings, meters, manholes, services, fixtures, equipment, and other works and appurtenances or accessories thereto whether or not similar to the foregoing, as may be useful or convenient in connection therewith or incidental thereto, for the purpose of the transfer, transmission, control, flow (whether increase or decrease), carriage, conveyance, transportation, increasing or decreasing velocity or volume of municipal sewage, water, or both above and below the ground or partly of each for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby created and transferred over the easement, as set out in Instrument No. YR3848766.

IN MY OPINION, based on the parcel register and the plans and documents recorded therein, the legal description is correct, the described easements will exist in law upon the registration of the Declaration and Description, and the Declarant is the registered owner of the land and appurtenant interests.

Dated at the City of Toronto, this 4th day of December, 2025.

LOOPSTRA NIXON LLP

Per: _____

Name: Reg Theriault

SCHEDULE "B"

CONSENT OF CHARGEE

(Under clause 7(2)(b) of the *Condominium Act, 1998*)

1. Dragon Holding Global Real Estate Funds SPC has a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Instrument Number YR3059206 in the Land Registry Office for the Land Titles Division of York Region.

1. The consent of the above Chargee to the registration of a notice in the prescribed form indicating that a common interest in the Corporation, as the common interest is set out in Schedule "D" to the Declaration, attaches to the Parcel upon the registration of the Declaration and Description was dispensed with by the Order of Justice Steele of the Superior Court of Justice dated July 4th, 2025 under Court File No: CV-23-00710795-00CL (the "Order"). A copy of the Order was registered in the Land Registry Office for the Land Titles Division of York Region (No. 65) on October 23, 2025 as Instrument Number YR3854586. The Order is in full force and effect, unamended as of the date hereof.

Dated this 24th day of October, 2025.

ALBERT GELMAN INC., SOLELY IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF JEFFERSON PROPERTIES LIMITED PARTNERSHIP AND 2011836 ONTARIO CORP. (AS GENERAL PARTNER)

Per: _____
Name: Tom McElroy
Title: Managing Director (Ontario)

I/We have the authority to bind the Corporation.

SCHEDULE "B"

CONSENT OF CHARGEE

(Under clause 7(2)(b) of the *Condominium Act, 1998*)

1. We, Berkley Insurance Company, have a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Instrument Number YR3394837 in the Land Registry Office for the Land Titles Division of York Region.

2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.

3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.

4. We are entitled by law to grant this consent and postponement.

Dated this 24th day of October, 2025.

BERKLEY INSURANCE COMPANY

Per: _____

Name: Pamela Martin
Title: Regional Manager, Director of Developer Surety
I/We have the authority to bind the Corporation.

SCHEDULE "B"

CONSENT OF CHARGEE

(Under clause 7(2)(b) of the *Condominium Act, 1998*)

1. We, Cameron Stephens Mortgage Capital Ltd., have a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Instrument Number YR3391499 in the Land Registry Office for the Land Titles Division of York Region.

2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.

3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.

4. We are entitled by law to grant this consent and postponement.

Dated this 28 day of October, 2025.

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Per: _____
Name: Daniel Leitch
Title: SVP - Credit
I/We have the authority to bind the Corporation.

SCHEDULE "B"

CONSENT OF CHARGEE

(Under clause 7(2)(b) of the *Condominium Act, 1998*)

1. We, Windsor Private Capital Limited Partnership, by our general partner, WPC GP I Inc., have a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Instrument Number YR3573855 in the Land Registry Office for the Land Titles Division of York Region.

2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.

3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.

4. We are entitled by law to grant this consent and postponement.

Dated this 4th day of November, 2025.

WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP, by its general partner, WPC GP I INC.

Per: _____
Name: Jordan Kupinsky
Title: Authorized Signing Officer
I/We have the authority to bind the Corporation.

SCHEDULE 'C'

BOUNDARIES OF UNITS

Each residential unit and parking unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 6, inclusive, of the description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces referred to immediately below, and are illustrated on Part 1, Sheets 1 to 6, inclusive, of the description, and all dimensions shall have reference to them.

Without limiting the generality of the foregoing, the boundaries of each unit are as follows:

RESIDENTIAL UNITS (being Units 1 to 15, inclusive, on Level 1; and Units 1 to 45, inclusive on Level 2, as illustrated on Part 1, Sheets 1, 2, 3, 4 and 5 of the Description filed concurrently herewith):

1. Each residential unit is bounded vertically by:

   I. the upper surface of the unfinished concrete floor slab and production thereof of Units 1 to 15, inclusive, on Level 1.

   II. the upper surface of the unfinished fire separation floor assembly and production thereof of Units 1 to 45, inclusive, on Level 2.

   III. the upper surface of the wood sub floor in any cantilever projections where there is no portion of the unit directly below.

   IV. the upper surface of the drywall ceiling and production thereof, in the upper most storey or, any portion of the unit where there is no other unit directly above for Units 2, 3, 4, 5, 7, 8, 11, 12, 13, 14, 17, 18, 19, 20, 23, 24, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 41, 42, 43 and 44 on Level 2.

   V. the lower surface of the unfinished fire separation ceiling and production thereof of Units 1 to 15, inclusive, on Level 1; and Units 1, 6, 9, 10, 15, 16, 21, 22, 25, 30, 31, 36, 39, 40 and 45 on Level 2.

2. Each residential unit is bounded horizontally by the backside surface of the drywall on all perimeter walls and walls dividing units from other units and from the common elements.

3. In the vicinity of windows, exterior doors and garage doors, the unit boundaries shall be the unfinished unit side surfaces of doors and door frames, windows and window frames and the unit side surfaces of all glass panels located therein, the said windows and exterior doors being in a closed position.

PARKING UNITS: (Being Units 1 to 79, inclusive, on Level A, as illustrated on Part 1, Sheet 6 of the Description filed concurrently herewith):

The boundaries of each parking unit shall be:

1. The finished upper surface of the finished concrete floor slab.

2. A horizontal plane distant 2.00 metres above the finished concrete floor slab and measured perpendicularly therefrom.

3. The unfinished unit side surface of concrete or masonry walls and columns; and

4. The vertical planes formed by:

   I. the production of the faces of concrete columns; and

II. the planes defined by measurements from the concrete columns and walls as illustrated in Part 1, Sheet 6 of the Description (filed concurrently herewith.)

I hereby certify that the written description of the monuments and boundaries of the Units contained herein, accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 to 6, inclusive, of the Description.

Yahui Hu
Ontario Land Surveyor

November 20, 2025
Date

Reference should be made to the provisions in Sections 1.5 and 5.1 of the Declaration itself, in order to determine the maintenance and repair responsibilities for any Unit, and whether specific physical components (such as any wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.

21-21-553-06\schedules\21-21-553-06-Sched-C-single.doc

October 20, 2025

November 1, 2024

SCHEDULE 'D'

PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS BY UNIT AND LEVEL NUMBER

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO COMMON EXPENSES	% INTEREST IN COMMON ELEMENTS
1	1	1.2249	1.1541
2	1	1.2249	1.1263
3	1	1.2249	1.1263
4	1	1.2249	1.1263
5	1	1.2249	1.1541
6	1	1.2249	1.1541
7	1	1.2249	1.1263
8	1	1.2249	1.1263
9	1	1.2249	1.1263
10	1	1.2249	1.1541
11	1	1.2249	1.1541
12	1	1.2249	1.1263
13	1	1.2249	1.1263
14	1	1.2249	1.1263
15	1	1.2249	1.1541
1	2	1.2248	0.9980
2	2	1.2250	1.5444
3	2	1.2250	1.2935
4	2	1.2250	1.2601
5	2	1.2250	1.4998
6	2	1.2248	0.9533
7	2	1.2250	1.2601
8	2	1.2250	1.4998
9	2	1.2248	0.9533
10	2	1.2248	0.9533
11	2	1.2250	1.4998
12	2	1.2250	1.2601
13	2	1.2250	1.2935
14	2	1.2250	1.5444
15	2	1.2248	0.9980

SCHEDULE 'D'

PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS BY UNIT AND LEVEL NUMBER

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO COMMON EXPENSES	% INTEREST IN COMMON ELEMENTS
16	2	1.2248	0.9980
17	2	1.2250	1.5444
18	2	1.2250	1.2935
19	2	1.2250	1.2601
20	2	1.2250	1.4998
21	2	1.2248	0.9533
22	2	1.2248	0.9533
23	2	1.2250	1.4998
24	2	1.2250	1.2601
25	2	1.2248	0.9533
26	2	1.2250	1.4998
27	2	1.2250	1.2601
28	2	1.2250	1.2935
29	2	1.2250	1.5444
30	2	1.2248	0.9980
31	2	1.2248	0.9980
32	2	1.2250	1.5444
33	2	1.2250	1.2935
34	2	1.2250	1.2601
35	2	1.2250	1.4998
36	2	1.2248	0.9533
37	2	1.2250	1.2601
38	2	1.2250	1.4998
39	2	1.2248	0.9533
40	2	1.2248	0.9533
41	2	1.2250	1.4998
42	2	1.2250	1.2601
43	2	1.2250	1.2935
44	2	1.2250	1.5444
45	2	1.2248	0.9980
TOTAL RESIDENTIAL PERCENTAGE		73.4955	73.4955
PARKING UNITS (0.3355 EACH) 79 Parking Units	Level A	26.5045	26.5045
TOTAL PERCENTAGE		100.0000	100.0000

SCHEDULE "E"
SPECIFICATION OF COMMON EXPENSES

Common Expenses shall include the following:

1. All expenses of the Corporation incurred by it in the performance of its objects and duties whether such objects and duties are imposed under the provisions of the Act, the Declaration, the By-Laws or rules of the corporation, or any other agreement or instrument imposing obligations on the Corporation.

2. All sums of money payable by the Corporation for the obtaining and maintenance of any insurance coverage required or permitted by the Act or the Declaration.

3. All sums of money payable for utilities and services servicing the common elements including, without limiting the generality of the foregoing, monies payable on account of:

   (a) hydro;

   (b) waste disposal;

   (c) landscaping and snow clearing with respect to the common elements;

   (d) electricity supplied to the common elements;

   (e) maintenance materials, tools and supplies;

   (f) general repair and maintenance of the common elements;

   (g) maintenance contracts, including contracts for snow removal and other services agreed to from time to time.

4. All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements;

5. All sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;

6. All sums of money assessed by the Corporation for the reserve fund to be paid by every Owner as part of their contribution towards Common Expenses, for the major repair and replacement of Common Elements and assets of the Corporation and for a reserve fund study;

7. All sums of money paid by the corporation for any addition, alteration, improvement to or renovation of the Common Elements or assets of the Corporation;

8. The fees and disbursements of the insurance trustee;

9. All expenses incurred by the Corporation in enforcing any of the Declaration, By-laws or Rules from time to time.

SCHEDULE "F"
EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS

Subject to the provisions of the Declaration, the By-laws and Rules and Regulations of the Corporation thereto and thereon, for the purposes of facilitating any requisite maintenance and/or repair work, or to give access to the utility and service areas adjacent thereto:

The owners of Residential Units 1 to 45, both inclusive, on Level 2 shall have the exclusive use of a balcony or balconies to which said units provide sole and direct access.

The owners of Residential Units 2, 3, 4, 5, 7, 8, 11, 12, 13, 14, 17, 18, 19, 20, 23, 24, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 41, 42, 43 and 44 on Level 2, shall have the exclusive use of a roof-top terrace to which said units provide sole and direct access.

The owners of Residential Units 1 to 15, both inclusive, on Level 1, shall have the exclusive use of a patio area and stairs, which is designated and shown on Part 2, Sheet 1 of the Description, by being numbered the same as the number of each owner's unit with the prefix letter '**P**'.

The owner(s) of units on Level 2 shall have the shared exclusive use along with another unit owner or owners of a shared entry porch and stairs **"SP"** being illustrated in heavy outline on Part 2, Sheet 1 of the Description, as assigned in the table below:

UNITS	LEVEL	SP
1, 2, 3	2	**SP1**
4, 5, 6	2	**SP2**
7, 8, 9	2	**SP3**
10, 11, 12	2	**SP4**
13, 14, 15	2	**SP5**
16, 17, 18	2	**SP6**
19, 20, 21	2	**SP7**
22, 23, 24	2	**SP8**
25, 26, 27	2	**SP9**
28, 29, 30	2	**SP10**
31, 32, 33	2	**SP11**
34, 35, 36	2	**SP12**
37, 38, 39	2	**SP13**
40, 41, 42	2	**SP14**
43, 44, 45	2	**SP15**

SCHEDULE G

CERTIFICATE OF ARCHITECT OR ENGINEER (SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD CONDOMINIUM CORPORATION) (UNDER CLAUSE 8 (1) (E) OR (H) OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

I certify that:

[Strike out whichever is not applicable:
Each building on the property

OR

(In the case of an amendment to the declaration creating a phase:
~~Each building on the land included in the phase)]~~

has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

(Check whichever boxes are applicable)

1. ☑ The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.

2. ☑ Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.

3. ☑ Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.

4. ☑ All underground garages have walls and floor assemblies in place.

OR

~~☐ There are no underground garages.~~

~~5. ☐ All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.~~

OR

☑ There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.

6. ☑ All installations with respect to the provision of water and sewage services are in place.

7. ☑ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.

8. ☑ All installations with respect to the provision of air conditioning are in place.

OR

~~☐ There are no installations with respect to the provision of air conditioning.~~

9. ☑ All installations with respect to the provision of electricity are in place.

~~10. ☐ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.~~

OR

☑ There are no indoor and outdoor swimming pools.

SCHEDULE G

11. ☑ Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this 3 day of DECEMBER, 2025



(signature)

GREG RASPIN

(print name)

(Strike out whichever is not applicable:
Architect
~~Professional Engineer)~~

APPENDIX K

Pages 1 to 46

OFFICE SCHEDULE

Number / Numero YR3848766
CERTIFICATE OF RECEIPT
CERTIFICAT DE RÉCÉPISSÉ
October 8, 2025 at 14:11
Cathy Norman
Land Registrar
Registrateur
#: 65
Office / Bureau:

DECLARATION

CONDOMINIUM ACT, 1998

YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1591

NEW PROPERTY IDENTIFIER'S BLOCK 30123

RECENTLY: PIN NOS. 03208-3278, 03208-3279, 03208-3280

2011836 ONTARIO CORP.
JEFFERSON PROPERTIES LIMITED PARTNERSHIP

SOLICITOR :	Rejean Theriault
ADDRESS:	LOOPSTRA NIXON LLP
	135 Queens Plate Drive, Suite 600
	TORONTO, ON M9W 6V7
PHONE	416-746-8319

No. of Units 0

FEES : $82.70 (5 x 0) $82.70

THIS DECLARATION (hereinafter called the **"Declaration"**) is made and executed pursuant to the provisions of the *Condominium Act, 1998*, S.O. 1998, C.19, and the regulations made thereunder, as amended from time to time (all of which are hereinafter collectively referred to as the "Act"), by:

ALBERT GELMAN INC., SOLELY IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF JEFFERSON PROPERTIES LIMITED PARTNERSHIP AND 2011836 ONTARIO CORP. (AS GENERAL PARTNER)

(hereinafter called the "Declarant")

WHEREAS:

(A) The Declarant is the owner in fee simple of certain lands and premises situate in the City of Richmond Hill, and being more particularly described in Schedule "A" attached hereto (herein referred to as the "Property" or the "Lands") and in the description submitted herewith by the Declarant for registration in accordance with the Act (herein called the "Description") and which lands are sometimes referred to as the "Property" or the "Lands";

(B) The registration of this Declaration and the Description will create a freehold condominium that is a common elements condominium corporation as defined by the Act;

(C) The registration of this Declaration and Description will establish parcels of tied land that may not be divided into two or more parcels unless an amendment is registered to the Declaration that takes into account the division of the parcel of tied land; and

(D) The Declarant intends that the Property shall be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE I.

INTRODUCTION

1.1 Definitions

The terms used in this Declaration shall have the meaning ascribed to them in the Act unless this Declaration specifies otherwise or unless the context otherwise requires and in particular:

(a) **"Board"** means the Corporation's Board of Directors;

(b) **"By-Laws"** means the by-laws of the Corporation enacted from time to time;

(c) **"Common Elements"** means all the Property;

(d) **"Common Interest"** means the interest in the Common Elements appurtenant to a POTL;

(e) **"Common Interior Roadway"** mean the portions of the roadway on the Property or any portion of the lands which are used for pedestrian and/or vehicular ingress and/or egress to and from the Condominium and/or the Standard Condominium Development, surface street lighting, lighting and all ancillary equipment, which are specifically designated as part of the common elements in the Description of the Condominium and/or Standard Condominium and designated as Parts 57 and 60 on Reference Plan 65R-41136;

(f) **"Corporation"** means the condominium corporation created by the registration of this Declaration and the description on the Lands;

(f) **"Governing Documents"** means the Declaration, By-laws and Rules of the Corporation;

(g) **"Owner"** means a person or persons who own a freehold estate(s) in a POTL, and who owns, pursuant to the Act, a common interest in the Common Elements, but does not include a mortgagee of a POTL unless in possession;

(h) **"Parkette"** means the parkette designated as Part 59 on Reference Plan 65R-41136, which forms part of the common elements of the Condominium;

(h) **"POTL"** or **"POTLs"** means the parcel(s) of tied land to which a common interest is attached as described in Schedule "D" to this Declaration;

(i) **"Project"** means collectively the Condominium and the Standard Condominium Development;

(i) **"Rules"** means the rules passed by the Board from time to time pursuant to the Act;

(j) **"Shared Facilities"** means the Common Interior Roadway, the Parkette and the Shared Servicing Systems, and shall also specifically include those units, areas, services, systems requirements and facilities identified or defined as Shared Facilities in the Shared Facilities Agreement;

(k) "**Shared Facilities Agreement**" means the agreement governing the use and sharing of costs of certain facilities between the Corporation and the Standard Condominium Development;

(l) "**Shared Facilities Costs**" means the aggregate of all costs and expenses incurred in connection with the Shared Facilities, all as provided in the Shared Facilities Agreement and shall include without limitation, the costs and expenses incurred in connection with the maintenance, repair and operation of the Shared Facilities.

(m) **"Shared Servicing Systems"** means the servicing systems servicing the Units and/or common elements of the Standard Condominium Development and the Condominium including certain parts of the storm and sanitary system, telephone and cable system and other such systems, all as more fully described and set forth in the Shared Facilities Agreement unless such locations or responsibilities are further adjusted, qualified or amended pursuant to any provisions of the Shared Facilities Agreement in which event the readjustment, qualified or amended adjustments shall prevail. Notwithstanding the foregoing, the Shared Services Systems shall exclude without limitation, all pertinent portions of the storm and sanitary sewer systems, and the gas, domestic water, plumbing, ventilation, hydro-electric, energy management, computer monitoring and fire protections systems (as well as portions of various ancillary mechanical and electrical fixtures, cables, valves, meters and equipment appurtenant thereto), which provide security, monitoring, heat, power, drainage, fire protection and/or any other type of service to either of the Condominium or the Standard Condominium Development exclusively but not both; and

(n) **"Visitor Parking Spaces"** means those visitor parking spaces located on the Condominium Lands.

1.2 Act Governs the Property

The Lands described in Schedule "A" annexed hereto and in the Description together with all interests appurtenant to the Lands are governed by the Act.

1.3 Common Elements Condominium

The registration of this Declaration and the Description will create a freehold condominium that is a common elements condominium corporation.

1.4 Division of POTLs

A POTL may not be divided into two (2) or more parcels unless an amendment is registered to the Declaration that takes into account the division of a POTL.

1.5 Consent of Encumbrancers

The consent of every person having a registered charge or mortgage against the Property or interest appurtenant thereto and against each POTL is contained in Schedule "B" attached hereto. Alternatively, the Declarant has obtained an order from a court of competent jurisdiction to dispense with the requirement for same, if and as applicable.

1.6 Common Interest and Common Expenses

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners in the proportions set forth opposite each POTL in Schedule "D" attached hereto and shall contribute to the common expenses in the proportion set forth opposite each POTL in Schedule "D" attached hereto. The total of the proportions of the common interests and proportionate contribution to common expenses shall each be one hundred (100%) percent.

1.7 Address for Service & Mailing Address of Corporation

The Corporation's address for service shall be

250 Ferrand Dr., Suite 403, Toronto, Ontario, M3C 3G8

or such other address as the Corporation may by resolution of the Board determine.

The Corporation's mailing address shall be

250 Ferrand Dr., Suite 403, Toronto, Ontario, M3C 3G8

or such other address as the Corporation may by resolution of the Board determine.

1.8 Architect/Engineer Certificate

The certificate(s) of the architect and/or engineer confirming that all buildings and structures that the declaration and description show are included in the Common Elements have been completed and installed in accordance with the regulations made under the Act is/are contained in Schedule "G" attached hereto.

1.9 Approval Authority Requirements

There are no conditions imposed by the approval authority to be included in this Declaration, other than any easements contained in the legal description annexed hereto as Schedule "A" and the following:

(a) The Declarant shall include the following warning clauses in all Purchase and Sale Agreements:

i. Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Municipality's and the Ministry of the Environment, Conservation and Parks' noise criteria. This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of the Environment, Conservation and Parks' noise criteria.".

ii. Purchasers/Tenants are advised that this dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of the Environment, Conservation and Parks' noise criteria. (Note: The location and installation of the outdoor air conditioning device should be done so as to comply with noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)

ARTICLE II.

COMMON EXPENSES

2.1 Specification of Common Expenses

The common expenses shall be the expenses of the performance of the objects and duties of the Corporation, and such other expenses, costs and sums of money designated as common expenses by the Act or this Declaration and without limiting the generality of the foregoing, shall include the specific expenses set out in Schedules "E" attached hereto.

2.2 Payment of Common Expenses

Each Owner, shall pay to the Corporation his proportionate share of the common expenses, and the assessment and collection of contributions toward common expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of the Act, Governing Documents, or any agreement in force from time to time by any Owner, or by members of his or her family and/or their respective tenants, invitees or licensees, shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.

2.3 Reserve Fund

(a) The Corporation shall establish and maintain one or more reserve funds in respect of the Common Elements and assets and shall collect from the Owners as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation, all in accordance with the provisions of the Act;

(b) No part of any reserve fund shall be used except for the purpose for which the fund was established. The amount of the reserve fund(s) shall constitute an asset of the Corporation and shall not be distributed to any Owner(s) except on termination of the Corporation.

(c) In accordance with the Act, the Corporation shall conduct periodic studies to determine whether the amount of money in the reserve fund and the amount of contributions collected by the Corporation are adequate to provide for the expects costs of major repair and replacement of the Common Elements and assets of the Corporation.

(d) For the purposes of the Act, this Declaration and/or the Shared Facilities Agreement, any and all portions of the Shared Facilities not comprising part of the registered description plan of this Condominium shall be deemed to be an "asset" of the Corporation for the purposes of utilizing any of its Reserve Fund(s) in connection with this Corporation's responsibility to share in the cost of repairing and/or replacing the Shared Facilities with the Standard Condominium Development.

2.4 Status Certificate

The Corporation shall, upon request, provide to the requesting party a status certificate together with all accompanying documentation and information in accordance with the Act. The Corporation may charge the maximum prescribed fee for providing the status certificate. Notwithstanding the foregoing, the Corporation shall forthwith provide the Declarant (and/or any purchaser, transferee or mortgagee of a POTL from the Declarant) with a status certificate together with all accompanying documentation and information in accordance with the Act, as may be requested from time to time by or on behalf of the Declarant (or by any such purchaser, transferee, or mortgagee) in connection with the Declarant's sale, transfer or mortgage of any POTL(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

ARTICLE III.

COMMON ELEMENTS

3.1 Use of Common Elements

(a) Each Owner may make reasonable use of and has the right to occupy and enjoy the whole or any part of the Common Elements, and each Owner has the right to make reasonable use of, and has the right to enjoy any exclusive use Common Element area which has been designated to his POTL in Schedule "F", subject to any conditions or restrictions set out in the Act, the Governing Documents and any agreements, easements and rights registered against the Property. However, no condition shall be permitted to exist and no activity shall be carried on in the Common Elements that is likely to damage the Property or that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements and the other POTLs, that results in the cancellation or threatened cancellation of any policy of insurance referred to in the Governing Documents, or that will lead to a contravention of any covenant, term or condition contained in any agreement, easements or rights registered against the Property.

(b) No Owner shall make any installation or any change or alteration to an installation upon the Common Elements, or maintain, decorate, alter or repair any part of the Common Elements, except for maintaining those parts of the Common Elements which he has a duty to maintain, without obtaining the written approval of the Corporation in accordance with the Act, unless otherwise provided for in this Declaration.

(c) The use of barbecues or other cooking devices is not permitted in any Common Element or exclusive use Common Element area, save and except for barbeques within the area(s) of the Common Elements designated by the Declarant or the Corporation, from time to time. The Corporation shall have the authority to regulate and restrict the types, sizes and other factors relating to barbeques and other cooking devices in areas which are permitted herein, from time to time, through the enactment of Rules.

(d) No Owner shall cause anything to be displayed or hung on the exterior of any walls of the Common Elements, including but not limited to, awnings and/or shutters, and nor shall any Owner grow any type of plant, shrubbery, flower, vine or grass on any Common Elements of which he has exclusive use without the prior written consent of the Board.

(e) Notwithstanding anything in the Governing Documents to the contrary, the Declarant and any related company shall be entitled to erect and maintain signs for marketing/sale purposes upon the Common Elements, pursuant to the Declarant's ongoing marketing program in respect of the POTLs or any other POTLs at such locations and having such dimensions as the Declarant may determine in its sole discretion provided same complies with municipal requirements. In addition, the Declarant and the related company, their sales staff, their authorized personnel or agents, and any prospective purchasers will together have the right to access the Common Element areas which right will cease forthwith upon the sale of all POTLs owned by the Declarant in the Condominium.

(f) No animal, livestock or fowl, are permitted to be on or about the Common Elements, including the exclusive use Common Elements, except for ingress to and egress from a POTL. All dogs and cats must be kept under personal supervision and control and held by leash at all times during ingress and egress from a POTL and while on the Common Elements. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger or a nuisance to the residents of the Corporation is permitted to be on or about the Common Elements.

(g) Use of the Common Elements shall be subject to the provisions of the agreements and easements that are registered on title to the Property

3.2 Exclusive Use Common Elements

Subject to the provisions of the Act and the Governing Documents, the Owners of each POTL shall have the exclusive use of those parts of the Common Elements as described in Schedule "F" attached hereto, it being understood that the exclusive use may be regulated or affected by the Act and the Governing Documents.

3.3 Restricted Access

Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated by the Board, from time to time. This paragraph 3.3 shall not apply to any mortgagee holding mortgages on at least thirty percent (30%) of the POTLs who shall have a right of access for inspection upon forty-eight (48) hours' notice to the Corporation or its property manager

3.4 Modifications of Common Elements, Assets and Services

(a) General Prohibition

No Owner shall make any change or alteration to the Common Elements (including the exclusive use Common Elements) whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration), without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with Section 98 of the Act.

(b) Non-Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may make a non-substantial addition, alteration, or improvement to the Common Elements, a non-substantial change in the assets of the Corporation or a non-substantial change in a service that the Corporation provides to the Owners in accordance with subsections 97(2) and (3) of the Act.

(c) Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may, by a vote of Owners who own at least sixty-six and two thirds (66 and 2/3%) percent of the POTLs, make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owner in accordance with subsections 97(4), (5) and (6) of the Act.

3.5 Parking

(a) No parking whatsoever shall be permitted on the roadways which comprise portions of the Common Elements.

(b) Each parking space within the Common Elements shall be used and occupied only for motor vehicle parking purposes, and for any additional use or purpose provided for by the Governing Documents and without restricting any wider definition of motor vehicle as may be imposed by the Board, "motor vehicle" shall be deemed to include a motorcycle, private passenger automobile, station wagon, light duty van or light duty pick-up or sports utility truck in good working order and repair and which does not leak any fluids.

(c) The Visitor Parking Spaces are for use by visitors to the Owners or tenants of POTLs only and shall not be used by Owners of POTLs or for any other purpose whatsoever. The Visitor Parking Spaces may not be leased or sold to any Owner or otherwise assigned. Notwithstanding for foregoing, the Declarant, its sales and management personnel agents, sub-trades, invitees and prospective purchasers may park motor vehicles within the Visitor Parking Spaces until such time as all of the POTLs have been sold and conveyed by the Declarant.

3.6 Security

The Corporation may install a security system to its satisfaction for the purposes of monitoring all or those portions of the Common Elements that in its sole discretion require monitoring.

3.7 Easements

The Board shall have the authority to enter into such utility easements over the Common Elements of the Corporation as may be required by the Corporation, in the opinion of the Board, from time to time, including easements for the provision of telephone service, television service and hydro service.

3.8 General Restrictions

a) No POTL shall be occupied or used by an Owner or anyone else, in such a manner as is likely to damage or injure any person or property (including any other POTLs or any portion of the Common Elements or the Standard Condominium Development) or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements and/or the Standard Condominium Development, or in a manner that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements or their respective POTL, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration or in the Shared Facilities Agreement, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the By-laws, and/or any agreement authorized by By-law including the Shared Facilities Agreement. If the use made by an Owner of a POTL, other than the Declarant (except as is contemplated in this Declaration or in the By-laws, or in any agreement authorized by By-law including without limitation, the Shared Facilities Agreement) causes injury to any person or causes latent or patent damage to any POTL or to any part of the Common Elements or the Standard Condominium Development, or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being cancelled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such owner's breach of the foregoing provisions of this section and such Owner shall pay with his or her next monthly contribution towards the common expenses after receipt of a notice from the Corporation, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards Common Expenses and recoverable as such; and

b) Each Owner shall comply, and shall require all members of his or her family, occupants, tenants, invitees, servants, agents, contractors and licensees of his or her POTL to comply with the Act, the Declaration, the By-laws, and all agreements authorized by By-law and the Rules including, without limitation, the Shared Facilities Agreement.

ARTICLE IV.

MAINTENANCE AND REPAIRS

4.1 Responsibility of Owner for Damage

Each Owner shall be responsible for all damage to the Common Elements which is caused by the negligence or willful misconduct of the Owner, his or her tenants, licensees, or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

4.2 Repair and Maintenance by Corporation

(a) The Corporation shall maintain and repair the Common Elements at its own expense. The Corporation shall also maintain and repair all facilities (including without limitation, any portion of the Shared Facilities comprising parts of the Common Elements of this Condominium which the Condominium has failed to maintain and repair in accordance with the Shared Facilities Agreement, any water mains, storm and sanitary sewers and street lights) which service a POTL, whether located within the Common Elements or wholly or partly within a POTL and the Corporation and its designated agents shall have full access to a POTL to carry out its obligation pursuant to this paragraph. If the Corporation is required to maintain or repair any facility or services on a POTL, the Corporation shall only be responsible to return the POTL to its original state and shall not be responsible to repair or replace, or to correct any upgrade or improvement performed or added to the POTL by the POTL owner; and

(b) The Corporation shall, with respect to any damage to any portion of the Shared Facilities comprising any portion of the Common Elements of this Condominium, make (or arrange for) any repairs that any Owner is obligated to make and that he or she does not make within a reasonable time, after written notice is given to such Owner by the Corporation. The Owner shall reimburse the Corporation for the cost of such repairs, and all such costs shall bear interest at the rate of eighteen (18%) percent per annum, calculated monthly not in advance from the date or dates incurred, until paid by the Owner. The Corporation may collect such costs in such installments as the Board may decide upon, which installments shall be added to the monthly contributions towards the Common Expenses of such Owner, after receipt of written notice from the Corporation thereof, and shall be treated in all respects as Common Expenses, and be recoverable as such.

ARTICLE V.

INDEMNIFICATION

5.1 Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, or any resident, tenant, invitee or licensee of this POTL, including but not limited to any breach of the Act, the Governing Documents or any agreement to which the Corporation is a party, in force from time to time, to or with respect to the Common Elements except for any loss, costs, damage, injury or liability insured against by the Corporation and for which insurance proceeds are in fact payable. All payments to be made by any Owner pursuant to this Section are deemed to be additional contributions toward the common expenses payable by such Owner and are allocated and recoverable as such.

ARTICLE VI.

INSURANCE

6.1 By the Corporation

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance, in one or more policies:

(a) "All Risk" Insurance: Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all

risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:

(i) the Property and buildings (if any); and

(ii) all assets of the Corporation, but not including anything supplied or installed by the Owners;

in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation. This insurance may be subject to a loss deductible clause as determined by the Board from time to time, and which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the Common Elements (or any portion thereof), provided however that if any Owner, tenant or other person residing in a POTL with the knowledge or permission of the Owner, through an act or omission causes damage to any portion of the Common Elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such Owner's POTL.

(b) Policy Provisions

Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act, this Declaration and the Insurance Trust Agreement) and shall contain the following provisions:

(i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners and the Owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;

(ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days' prior written notice to the Corporation and to the Insurance Trustee;

(iii) waivers of the insurer's obligation to repair, rebuild or replace the damaged property, in the event that after damage, the government of the Property is terminated pursuant to the Act;

(iv) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and

(v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.

(c) Public Liability Insurance: Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than TWO MILLION ($2,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a POTL.

6.2 General Provisions

(a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged residential townhouse, shall be bound by such adjustment.

(b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 6.2(b) of this Article VI shall be read without prejudice to the right of any

mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;

(c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any POTL. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the Record of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation;

(d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act;

(e) Where insurance proceeds are received by the Corporation or any other person, they shall be held in trust and applied, utilized and distributed in accordance with the Act and this Article VI; and

(f) Prior to obtaining any new policy or policies of insurance and at such other time as the board may deem advisable and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a Common Expense.

6.3 By the Owner

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance, should be obtained and maintained by each Owner for his or her own benefit at such Owner's own expense:

(a) Insurance on the Owner's POTL and all buildings constructed thereon. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its managers, agents, employees and servants and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties.

(b) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation;

(c) Insurance covering the deductible on the Corporation's main policy for which an Owner may be responsible.

6.4 Indemnity Insurance for Directors and Officers of the Corporation

The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in the Act, including any liability, cost, charge or expense incurred by them in the execution of their respective duties (hereinafter collectively referred to as the "Liabilities"), provided however that such insurance shall not indemnify any of the directors or officers against any of the Liabilities respectively incurred by them as a result of a breach of their duty to act honestly and in good faith, or in contravention of the provisions of the Act.

ARTICLE VII.

SHARED FACILITIES

7.1 The Control, Operations, Budgeting and Cost-Sharing of the Shared Facilities

(a) Save as otherwise provided in this Declaration to the contrary, and without limiting any easement that the Condominium enjoys or is subject to, the Shared Facilities shall be used only by the Declarant, the owners of the residential units in Standard Condominium

Development and the owners of dwelling units in the Condominium and by their respective residents, tenants and invitees, subject to the terms of the Shared Facilities Agreement. Save as otherwise provided in this Declaration to the contrary, no provision contained in any of the By-laws or Rules of this Corporation shall restrict the access to, egress from and/or use of the Shared Facilities by the persons entitled thereto, save for any reasonable controls or restrictions imposed on access thereto by the Board for the Shared Facilities that are a unit of the Standard Condominium Development or part of the Common Elements of the Condominium.

(b) The Corporation's share of the Shared Facilities Costs shall be calculated and paid as provided in the Shared Facilities Agreement. The budget for the Corporation shall incorporate any budget for the same period for Shared Facilities Costs prepared in accordance with the Shared Facilities Agreement by or on behalf of the owners or parties for the time being to the Shared Facilities Agreement.

ARTICLE VIII

DUTIES OF THE CORPORATION

8.1 The duties of the Corporation shall include but shall not be limited to the following:

(a) to enter into, ratify and/or assume all registered municipal agreements as required by the City of Richmond Hill, and to comply with all of the covenants, conditions, restrictions, agreements, obligations, terms and provisions contained therein and/or registered against the Property, in addition to any requirements set forth in the Act and the Governing Documents;

(b) to enter into, ratify, confirm or assume any utility agreement as may be required for the operation of the Common Elements and the POTLs, including without limitation, an agreement relating to the supply and distribution of electricity, water and heating/cooling to the POTLs;

(c) to operate, maintain and keep in good repair, as would a prudent owner of similar premises at all times, the Common Elements assets of the Corporation, or lands that constitute portions of the Shared Facilities, including, without limitation, the removal of graffiti and other unsightly demarcations within 10 working days of any such occurrence;

(d) to take all reasonable steps to collect from each POTL owner his proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each POTL in respect of which the owner has defaulted in the payment of common expenses;

(e) To assume and/or enter into the Shared Facilities Agreement as soon as reasonably possible after the registration of this Declaration and to observe and comply (and insofar as possible, compel the observance and/or compliance by all Owners, residents and their respective tenants and/or invitees) with all terms and provisions contained in the Shared Facilities Agreement in addition to complying (and insofar as possible compelling the observance and/or compliance by all Owners, residents and their respective tenants and/or invitees) with all of the requirements set forth in the Act, and all of the terms and provisions set forth in this Declaration, By-laws and Rules of this Corporation;

(f) To not interfere with the supply of (and insofar as the requisite services are supplied from the Adjacent Lands or the Property, to cause) heat, hydro, water, gas and all other requisite utility services (including such services which constitute Shared Facilities) to be provided to the Standard Condominium Development so that same are fully functional and operable during normal or customary hours of use;

(g) To pay on a monthly basis, the Corporation's share of the Shared Facilities Costs, as more particularly set out in the foregoing provisions of this Declaration and as provided for in the Shared Facilities Agreement;

(h) To execute, forthwith upon the request of the Declarant following the transfer of title to any shared units of the Standard Condominium Development, such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the formal cessation of all the Declarant's liabilities and obligations with respect to the Shared Facilities (as same relate to the Condominium and for which the Declarant was responsible for prior to the registration of the Condominium, if any);

(i) To accept and register the transfer from the Declarant of this Corporation's undivided interest in any shared units of the Standard Condominium Corporation (in accordance with, and at the time(s) contemplated by this Declaration and/or the Shared Facilities Agreement)

and to complete and execute all requisite documentation and affidavits necessary to effect the registration of such conveyance, all without cost to the Declarant.

(j) The Board shall, after notification thereof, adopt without amendment and be bound by, all decisions of the parties to the Shared Facilities Agreement in connection with matters dealt with in the Shared Facilities Agreement as if such decisions were made by the Board itself, including decisions with respect to the determination of the Shared Facilities Costs.

(k) To enter into, accept, perform and be bound by any of the covenants, agreements and obligations which it may or is required to assume under this Declaration, and under the Shared Facilities Agreement and to take any and all steps which may be requested of it by the Declarant to fully implement in a timely manner the purposes, intent and provisions of this Declaration and the Shared Facilities Agreement and any modifications and amendments thereto all as may be provided for under this Declaration and under the Shared Facilities Agreement.

ARTICLE IX

GENERAL MATTERS AND ADMINISTRATION

9.1 Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

9.2 Waiver

The failure to take action to enforce any provision contained in the Act, or the Governing Documents or any agreement in force from time to time, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

9.3 Notice

Except as provided in the Act or as hereinbefore set forth, any notice, direction or other instrument required to be given shall be given as follows:

(a) Method of giving notice: Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation, shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to the address noted in the record, or if mailed by prepaid ordinary mail in a sealed envelope addressed to him at such address or if sent by means of wire or wireless or any other form of transmitted or recorded communication, to such address or, where such notice is required to be given to a POTL Owner, delivered to the Owner's POTL or at the mailbox of the POTL unless, the Corporation has received a written request from such Owner that the notice not be given in this manner, or the address for service that appears in the record is not the address of the POTL of the Owner. Any notice, communication or other document to be given by the Corporation to any other person entitled to notice and who is not an Owner shall be given or delivered to such person in the manner aforesaid to the address shown for him on the record. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box and notice sent by any means of wire or wireless or any other form of transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.

(b) Notice to the Board or Corporation: Any notice, communication or other document to be given to the Board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

(c) Omissions and Errors: The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

If such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the 3rd business day following the day on which it was mailed.

9.4 Interpretation of Declaration

This Declaration shall be read with all changes of number and gender required by the context.

9.5 Headings

The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

(the remainder of this page is left blank intentionally; signatory page follows)

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hands of its proper officers duly authorized in that behalf.

DATED at the City of Toronto, this 1st day of October, 2025.

ALBERT GELMAN INC., SOLELY IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF JEFFERSON PROPERTIES LIMITED PARTNERSHIP AND 2011836 ONTARIO CORP. (AS GENERAL PARTNER)

Per: _____

Name: Tom McElroy

Title: Authorized Signing Officer

Date: October 1, 2025

I have authority to bind the Corporation

SCHEDULE "A"

In the City of Richmond Hill, Region of York, being composed of: (i) Part of Block 1, Plan 65M-4637, designated as Part 57 on 65R-41136; City of Richmond Hill, being all of PIN 03208-3278 (LT); (ii) Part of Block 1, Plan 65M-4637, designated as Part 59 on 65R-41136; City of Richmond Hill, being all of PIN 03208-3279 (LT); and (iii) Part of Block 1, Plan 65M-4637, designated as Part 60 on 65R-41136; City of Richmond Hill, being all of PIN 03208-3280 (LT).

1. Existing Servient Easement – to Rogers Communications Inc.

SUBJECT TO an easement in favour of Rogers Communications Inc. as set out in Instrument No. YR2622073.

2. Existing Servient Easement – to Enbridge Gas Distribution Inc.

SUBJECT TO an easement in favour of Enbridge Gas Distribution Inc. as set out in Instrument No. YR2644669.

3. Existing Servient Easement – to Alectra Utilities Corporation

SUBJECT TO an easement over Block 1, Plan 65M-4637; Part of Lots B & C, Plan 1916 designated as Part 3, Plan 65R-37587, in favour of Alectra Utilities Corporation as set out in Instrument No. YR2817498.

Hereinafter referred to as the "**Condominium Lands**".

For the purposes of this Schedule "A", the lands in the City of Richmond Hill, Region of York, being composed of Part of Lots B and C, Plan 1916 designated as Part 3, Plan 65R-37587, being all of PIN 03208-3230 (LT) hereinafter referred to as the "**Adjacent Condominium Lands**".

1. New Servient Easement – For Pedestrian Ingress and Egress

SUBJECT TO a non-exclusive surface easement over the interior private walkways to be constructed upon a portion of the grade level of the Condominium Lands, for the purpose of providing pedestrian ingress and egress, in favour of the property located to the south of the Condominium Lands, legally described as: (i) Block 1, Plan 65M-4772; Subject to an Easement as in YR3632399; City of Richmond Hill, being all of PIN 03208-3238 (LT); Block 2, Plan 65M-4772; Subject to an Easement as in YR3632399; City of Richmond Hill, being all of PIN 03208-3239 (LT); and (iii) Block 3, Plan 65M-4772; Subject to an Easement in Gross over Parts 85 and 94, 65R-40326 as in YR3565083; Subject to an Easement over Parts 86 to 93, Plan 65R-40326 as in YR3632399; City of Richmond Hill, being all of PIN 03208-3240 (LT), created pursuant to Section 1.9 of the Declaration to which this Schedule "A" forms a part of.

2. New Servient Easement – For Vehicular and Pedestrian Construction Access, Support and Repair

SUBJECT TO an easement/registered right of access agreement with any owners of the Adjacent Condominium Lands relating to the development, support, services, inspection, construction and repair of the Adjacent Condominium Lands.

3. New Servient Easement – For Vehicular and Pedestrian Ingress and Egress

SUBJECT TO an easement in favour of the Adjacent Condominium Lands in, over, upon, and through Parts 57 and 60 on Plan 65R-41136 for vehicular and pedestrian passage.

4. New Servient Easement – For Access and Use of Parkette

SUBJECT TO an easement in favour of the Adjacent Condominium Lands for the use and enjoyment of the Parkette contained within Part 59 on Plan 65R-41136, including, without limitation, for the placement of community mailboxes serving the Adjacent Condominium Lands.

5. New Servient Easement – Storm Water Sewer Easement

SUBJECT TO an easement in favor of the Adjacent Condominium Lands in, over, upon and through Parts 57 and 60 on Plan 65R-41136 for the purpose of ingress, egress, constructing, installing, keeping, operating, maintaining, inspecting, patrolling, altering moving, replacing, reconstructing, enlarging, and repairing municipal underground sewers, storm sewers, underground water lines, drains, drainage courses, beddings, pipes, conduits, markers, ditches, swales, channels, ducts, valves, fittings, meters, manholes, services, fixtures, equipment, and other works and appurtenances or accessories thereto whether or not similar to the

foregoing, as may be useful or convenient in connection therewith or incidental thereto, for the purpose of the transfer, transmission, control, flow (whether increase or decrease), carriage, conveyance, transportation, increasing or decreasing velocity or volume of municipal sewage, water, or both above and below the ground or partly of each for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby created and transferred over the easement.

6. New Appurtenant Easement – For Vehicular and Pedestrian Construction Access, Support and Repair

TOGETHER WITH an easement/registered right of access agreement with any owners of the Adjacent Condominium Lands relating to the development, support, services, inspection, construction and repair of the Condominium Lands.

7. New Appurtenant Easement – For Vehicular and Pedestrian Ingress and Egress

TOGETHER WITH an easement in favour of the Condominium Lands in, over, upon, and through Part 1 on Plan 65R-41121 for the purpose of vehicular and pedestrian passage.

8. New Appurtenant Easement – For Right of Support

TOGETHER WITH an easement in favour of the Condominium Lands in, over, upon, and through Part 2 on Plan 65R-41121 for the purpose of support.

9. New Appurtenant Easement – Access for Installation, Maintenance and Repairs

TOGETHER WITH rights of way or rights in the nature of easements, in favour of the owners, their successors and assigns of the Condominium Lands in, over, along and upon those portions of said Block 1 on said Registered Plan 65M-4637, designated as Parts 1 to 56, inclusive, and Part 58 on said plan of survey 65R-41136, being all of PINs 03208-3242(LT) to ~~10223~~ 03208-3277(LT), inclusive (collectively the POTL's), for the access of persons, materials, vehicles and equipment for the further purpose of installing, maintaining, operating, altering, repairing, replacing and inspecting any concrete curbing, fencing, entrance signage features, retaining walls, street light fixtures, storm and sanitary sewer pipes, catch basins and manholes, drainage swale, water main pipes, valves and hydrants, electrical, telephone, television and cable conduits, cables and wires, gas lines and various other services and utilities, together with all appurtenances thereto as may be necessary or convenient from time to time to provide for such services and utilities to any parts of the Condominium Lands or other Parcels of Tied Land (POTL's) associated with this condominium. This easement further permits the encroachment of any such services and facilities appurtenant to them, as well as any curb or sidewalk, to exist and remain upon the servient lands. In the exercise of the rights and easements hereby transferred, the entrant shall restore the surface of the ground to the approximate condition in which it existed at the time of each and every entry upon the Lands. Provided that the easement herein granted shall not include any right of entry on any part of the lands upon which any building or permanent structures are erected.

10. New Appurtenant Easement – Storm Water Sewer Easement

TOGETHER WITH an easement in favor of the Condominium Lands in, over, upon and through Parts 50-56 (inclusive) and 58 on Plan 65R-41136 for the purpose of ingress, egress, constructing, installing, keeping, operating, maintaining, inspecting, patrolling, altering moving, replacing, reconstructing, enlarging, and repairing municipal underground sewers, storm sewers, underground water lines, drains, drainage courses, beddings, pipes, conduits, markers, ditches, swales, channels, ducts, valves, fittings, meters, manholes, services, fixtures, equipment, and other works and appurtenances or accessories thereto whether or not similar to the foregoing, as may be useful or convenient in connection therewith or incidental thereto, for the purpose of the transfer, transmission, control, flow (whether increase or decrease), carriage, conveyance, transportation, increasing or decreasing velocity or volume of municipal sewage, water, or both above and below the ground or partly of each for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby created and transferred over the easement.

IN MY OPINION, based on the parcel register and the plans and documents recorded therein, the legal description is correct, the described easements will exist in law upon the registration of the Declaration and Description, and the Declarant is the registered owner of the land and appurtenant interests.

Dated at the City of Toronto, this 1st day of October, 2025.

LOOPSTRA NIXON LLP

Name: Rejean Theriault
Title: Partner

SCHEDULE "B"

CONSENT OF CHARGEE

(Under clause 7(2)(b) of the *Condominium Act, 1998*)

1. We, Berkley Insurance Company, have a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Instrument Number YR3394837 in the Land Registry Office for the Land Titles Division of York Region.

2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.

3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.

4. We are entitled by law to grant this consent and postponement.

Dated this 25th day of August, 2025.

BERKLEY INSURANCE COMPANY

Per: _____

Name: Pamela Martin
Title: Regional Manager-Director of Developer Surety

I/We have the authority to bind the Corporation.

CONSENT TO ATTACHMENT OF A COMMON INTEREST TO A PARCEL OF TIED LAND

(Under subsection 40(3) of Ontario Regulation 48/01 and
under clause 140(c) of the *Condominium Act, 1998*)

1. We, Berkley Insurance Company, have a mortgage registered as Number YR3394837 in the Land Registry Office for the Land Titles (or Registry) Division of York Region against a parcel of land (known as the "Parcel") to which a common interest in a common elements condominium corporation (known as the "Corporation") will attach upon the registration of the attached declaration (known as the "Declaration") dated October 1/25 and the description (known as the "Description") creating the Corporation.

2. We acknowledge that, upon the registration of the Declaration and Description, the Parcel will become subject to all encumbrances, if any, outstanding against the property described in Schedule A to the Declaration.

3. We consent to the registration of a notice in the prescribed form indicating that a common interest in the Corporation, as the common interest is set out in Schedule D to the Declaration, attaches to the Parcel upon the registration of the Declaration and Description.

Dated this 25th day of August, 2025.

BERKLEY INSURANCE COMPANY

Per: _____
Name: Pamela Martin
Title: Regional Manager-Director of Developer Surety
I/We have the authority to bind the Corporation.

CONSENT OF CHARGEE

(Under clause 7(2)(b) of the *Condominium Act, 1998*)

1. We, Cameron Stephens Mortgage Capital Ltd., have a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Instrument Number YR3391499 in the Land Registry Office for the Land Titles Division of York Region.

2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.

3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.

4. We are entitled by law to grant this consent and postponement.

Dated this 23 day of June, 2025.

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Per: _____
Name: Daniel Keitch
Title: VP
I/We have the authority to bind the Corporation.

CONSENT TO ATTACHMENT OF A COMMON INTEREST TO A PARCEL OF TIED LAND

(Under subsection 40(3) of Ontario Regulation 48/01 and
under clause 140(c) of the *Condominium Act, 1998*)

1. We, Cameron Stephens Mortgage Capital Ltd., have a mortgage registered as Number YR3391499 in the Land Registry Office for the Land Titles (or Registry) Division of York Region against a parcel of land (known as the "Parcel") to which a common interest in a common elements condominium corporation (known as the "Corporation") will attach upon the registration of the attached declaration (known as the "Declaration") dated October 1, 2025 and the description (known as the "Description") creating the Corporation.

2. We acknowledge that, upon the registration of the Declaration and Description, the Parcel will become subject to all encumbrances, if any, outstanding against the property described in Schedule A to the Declaration.

3. We consent to the registration of a notice in the prescribed form indicating that a common interest in the Corporation, as the common interest is set out in Schedule D to the Declaration, attaches to the Parcel upon the registration of the Declaration and Description.

Dated this 23 day of June, 2025.

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Per: _____
Name: Daniel Leitch
Title: VP
I/We have the authority to bind the Corporation.

CONSENT OF CHARGEE

(Under clause 7(2)(b) of the *Condominium Act, 1998*)

1. We, Windsor Private Capital Limited Partnership, by our general partner, WPC GP I Inc., have a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Instrument Number YR3573855 in the Land Registry Office for the Land Titles Division of York Region.

2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.

3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.

4. We are entitled by law to grant this consent and postponement.

Dated this 5th day of August, 2025.

WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP, by its general partner, WPC GP I INC.

Per: _____
Name: Jordan Kupinsky
Title: ASO
I/We have the authority to bind the Corporation.

CONSENT TO ATTACHMENT OF A COMMON INTEREST TO A PARCEL OF TIED LAND

(Under subsection 40(3) of Ontario Regulation 48/01 and
under clause 140(c) of the *Condominium Act, 1998*)

1. We, Windsor Private Capital Limited Partnership, by our general partner, WPC GP I Inc., have a mortgage registered as Number YR3573855 in the Land Registry Office for the Land Titles (or Registry) Division of York Region against a parcel of land (known as the "Parcel") to which a common interest in a common elements condominium corporation (known as the "Corporation") will attach upon the registration of the attached declaration (known as the "Declaration") dated ~~August 5th, 2025~~ October 1, 2025 and the description (known as the "Description") creating the Corporation.
2. We acknowledge that, upon the registration of the Declaration and Description, the Parcel will become subject to all encumbrances, if any, outstanding against the property described in Schedule A to the Declaration.

3. We consent to the registration of a notice in the prescribed form indicating that a common interest in the Corporation, as the common interest is set out in Schedule D to the Declaration, attaches to the Parcel upon the registration of the Declaration and Description.

Dated this 5th day of August, 2025.

WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP, by its general partner, WPC GP I INC.

Per: _____
Name: Jordan Kupinsky
Title: ASO
I/We have the authority to bind the Corporation.

SCHEDULE "B"

CONSENT OF CHARGEE

(Under clause 7(2)(b) of the *Condominium Act, 1998*)

1. Dragon Holding Global Real Estate Funds SPC has a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Instrument Number YR3059206 in the Land Registry Office for the Land Titles Division of York Region.

1. The consent of the above Chargee to the registration of a notice in the prescribed form indicating that a common interest in the Corporation, as the common interest is set out in Schedule "D" to the Declaration, attaches to the Parcel upon the registration of the Declaration and Description was dispensed with by the Order of Justice Steele of the Superior Court of Justice dated July 4th, 2025 under Court File No: CV-23-00710795-00CL (the "Order"). A copy of the Order was registered in the Land Registry Office for the Land Titles Division of York Region (No. 65) on October 3, 2025 as Instrument Number YR3847587. The Order is in full force and effect, unamended as of the date hereof.

Dated this 6th day of October, 2025.

ALBERT GELMAN INC., SOLELY IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF JEFFERSON PROPERTIES LIMITED PARTNERSHIP AND 2011836 ONTARIO CORP. (AS GENERAL PARTNER)

Per: _____
Name: Tom McElroy
Title: Managing Director (Ontario)

I/We have the authority to bind the Corporation.

CONSENT TO ATTACHMENT OF A COMMON INTEREST TO A PARCEL OF TIED LAND

(Under subsection 40(3) of Ontario Regulation 48/01 and
under clause 140(c) of the *Condominium Act, 1998*)

2. Dragon Holding Global Real Estate Funds SPC has a mortgage registered as Number YR3059206 in the Land Registry Office for the Land Titles (or Registry) Division of York Region against a parcel of land (known as the "Parcel") to which a common interest in a common elements condominium corporation (known as the "Corporation") will attach upon the registration of the attached declaration (known as the "Declaration") dated October 1, 2025, and the description (known as the "Description") creating the Corporation.

3. We acknowledge that, upon the registration of the Declaration and Description, the Parcel will become subject to all encumbrances, if any, outstanding against the property described in Schedule "A" to the Declaration.

4. The consent of the above Chargee to the registration of a notice in the prescribed form indicating that a common interest in the Corporation, as the common interest is set out in Schedule "D" to the Declaration, attaches to the Parcel upon the registration of the Declaration and Description was dispensed with by the Order of Justice Steele of the Superior Court of Justice dated July 4th, 2025 under Court File No: CV-23-00710795-00CL (the "Order"). A copy of the Order was registered in the Land Registry Office for the Land Titles Division of York Region (No. 65) on October 3, 2025 as Instrument Number YR3847587. The Order is in full force and effect, unamended as of the date hereof.

Dated this 6th day of October, 2025.

ALBERT GELMAN INC., SOLELY IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF JEFFERSON PROPERTIES LIMITED PARTNERSHIP AND 2011836 ONTARIO CORP. (AS GENERAL PARTNER)

Per: _____
Name: Tom McElroy
Title: Managing Director (Ontario)

I/We have the authority to bind the Corporation.

SCHEDULE "C"

BOUNDARIES OF UNITS

Not applicable.

SCHEDULE "D"

PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS

The common elements are intended for the use and enjoyment of the owners for the purposes of clause 140(a) of the Act.

POTL NO.	Legal Description of POTL	Proportions (expressed in the percentages) in which the Owners are to contribute to the Common Expenses	Proportion (expressed in percentages) of the common interest that will attach to each POTL
TH 1	**PIN 03208-3242 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 1 on Reference Plan 65R-41136.	2.7777	2.7777
TH 2	**PIN 03208-3243 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 2 and 41 on Reference Plan 65R-41136.	2.7777	2.7777
TH 3	**PIN 03208-3244 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 3 on Reference Plan 65R-41136.	2.7777	2.7777
TH 4	**PIN 03208-3245 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 4 and 40 on Reference Plan 65R-41136.	2.7777	2.7777
TH 5	**PIN 03208-3246 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 5 and 39 on Reference Plan 65R-41136.	2.7777	2.7777
TH 6	**PIN 03208-3247 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 6 on Reference Plan 65R-41136.	2.7777	2.7777
TH 7	**PIN 03208-3248 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 7 on Reference Plan 65R-41136.	2.7777	2.7777
TH 8	**PIN 03208-3249 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 8 and 38 on Reference Plan 65R-41136.	2.7777	2.7777

TH 9	**PIN 03208-3250 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 9 and 37 on Reference Plan 65R-41136.	2.7778	2.7778
TH 10	**PIN 03208-3251 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 10 on Reference Plan 65R-41136.	2.7778	2.7778
TH 11	**PIN 03208-3252 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 11 on Reference Plan 65R-41136.	2.7778	2.7778
TH 12	**PIN 03208-3253 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 12 on Reference Plan 65R-41136.	2.7778	2.7778
TH 13	**PIN 03208-3254 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 13 and 43 on Reference Plan 65R-41136.	2.7778	2.7778
TH 14	**PIN 03208-3255 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 14 on Reference Plan 65R-41136.	2.7778	2.7778
TH 15	**PIN 03208-3256 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 15 on Reference Plan 65R-41136.	2.7778	2.7778
TH 16	**PIN 03208-3257 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 16 on Reference Plan 65R-41136.	2.7778	2.7778
TH 17	**PIN 03208-3258 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 17 on Reference Plan 65R-41136.	2.7778	2.7778
TH 18	**PIN 03208-3259 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 18 and 42 on Reference Plan 65R-41136.	2.7778	2.7778
TH 19	**PIN 03208-3260 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 19 and 44 on Reference Plan 65R-41136.	2.7778	2.7778

TH 20	**PIN 03208-3261 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 20 on Reference Plan 65R-41136.	2.7778	2.7778
TH 21	**PIN 03208-3262 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 21 on Reference Plan 65R-41136.	2.7778	2.7778
TH 22	**PIN 03208-3263 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 22 on Reference Plan 65R-41136.	2.7778	2.7778
TH 23	**PIN 03208-3264 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 23 on Reference Plan 65R-41136.	2.7778	2.7778
TH 24	**PIN 03208-3265 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 24 and 45 on Reference Plan 65R-41136.	2.7778	2.7778
TH 25	**PIN 03208-3266 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 25 on Reference Plan 65R-41136.	2.7778	2.7778
TH 26	**PIN 03208-3267 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 26 and 49 on Reference Plan 65R-41136.	2.7778	2.7778
TH 27	**PIN 03208-3268 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 27 on Reference Plan 65R-41136.	2.7778	2.7778
TH 28	**PIN 03208-3269 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 28 on Reference Plan 65R-41136.	2.7778	2.7778
TH 29	**PIN 03208-3270 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 29, 48 and 58 on Reference Plan 65R-41136.	2.7778	2.7778

TH 30	**PIN 03208-3271 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 30, 47 and 56 on Reference Plan 65R-41136.	2.7778	2.7778
TH 31	**PIN 03208-3272 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 31 and 55 on Reference Plan 65R-41136.	2.7778	2.7778
TH 32	**PIN 03208-3273 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 32 and 54 on Reference Plan 65R-41136.	2.7778	2.7778
TH 33	**PIN 03208-3274 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 33 and 53 on Reference Plan 65R-41136.	2.7778	2.7778
TH 34	**PIN 03208-3275 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 34 and 52 on Reference Plan 65R-41136.	2.7778	2.7778
TH 35	**PIN 03208-3276 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 35, 46 and 51 on Reference Plan 65R-41136.	2.7778	2.7778
TH 36	**PIN 03208-3277 (LT)** Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 36 and 50 on Reference Plan 65R-41136.	2.7778	2.7778
TOTAL		**100.00%**	**100.00%**

The common elements are intended for the use and enjoyment of the owners of the parcels of tied land for the purpose of Clause 140(a) of the Act.

IN MY OPINION, each parcel of tied land described in this Schedule "D" will, upon the registration of the declaration and description, be capable of being individually conveyed, or otherwise dealt with, without contravening Section 50 of the *Planning Act*.

Dated at the City of Toronto, this 1st day of October, 2025.

ALBERT GELMAN INC., SOLELY IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF JEFFERSON PROPERTIES LIMITED PARTNERSHIP AND 2011836 ONTARIO CORP. (AS GENERAL PARTNER)

Per: _____

Name: Tom McElroy

Title: Authorized Signing Officer

Date: October 1, 2025

I have authority to bind the Corporation

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

Common Expenses shall include the following:

1. All expenses of the Corporation incurred by it in the performance of its objects and duties whether such objects and duties are imposed under the provisions of the Act, the Declaration, the By-Laws or rules of the corporation, or any other agreement or instrument imposing obligations on the Corporation.

2. All sums of money payable by the Corporation for the obtaining and maintenance of any insurance coverage required or permitted by the Act or the Declaration.

3. All sums of money payable for utilities and services servicing the common elements including, without limiting the generality of the foregoing, monies payable on account of:

   (a) hydro;
   (b) waste disposal;
   (c) landscaping and snow clearing with respect to the common elements;
   (d) electricity supplied to the common elements;
   (e) maintenance materials, tools and supplies;
   (f) general repair and maintenance of the common elements;
   (g) maintenance contracts, including contracts for snow removal and other services agreed to from time to time.

4. All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements;

5. All sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;

6. All sums of money assessed by the Corporation for the reserve fund to be paid by every Owner as part of their contribution towards Common Expenses, for the major repair and replacement of Common Elements and assets of the Corporation and for a reserve fund study;

7. All sums of money paid by the corporation for any addition, alteration, improvement to or renovation of the Common Elements or assets of the Corporation;

8. The fees and disbursements of the insurance trustee;

9. All expenses incurred by the Corporation in enforcing any of the Declaration, By-laws or Rules from time to time.

SCHEDULE "F"

EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS

None.

SCHEDULE "G"

CERTIFICATE OF ARCHITECT OR ENGINEER
(UNDER SUBSECTIONS 40(11) AND 56(7) OF ONTARIO REGULATION 48/01 AND UNDER CLAUSE 8 (1) (E) AND (H) OR CLAUSES 157 (1) (C) AND (E) OF THE *CONDOMINIUM ACT, 1998*)

Condominium Act, 1998

I certify that:

I. Each building and structure that the declaration and description show are included in the common elements has been constructed in accordance with the regulations made under the Condominium Act, 1998, with respect to the following matters:

(Check whichever boxes are applicable)

~~1,2,3.~~ ☐ ~~The declaration and description show that there are no buildings or structures included in the common elements.~~

OR

1. ☐ The ~~exterior~~ building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking ~~and sealants~~, is weather resistant if required by the construction documents and has been completed in ~~general~~ conformity with the construction documents
2. ☐ Floor assemblies ~~of the buildings~~ and structures are constructed and completed to the final covering.
3. ☐ ~~Walls and ceilings of the buildings and structures are completed to the drywall~~ (including taping and sanding), plaster or other final ~~covering.~~
4. ☐ All ~~underground~~ garages have walls and floor assemblies in place.

OR

☐ There are no underground garages.

5. ☐ All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it ~~requires~~ a licence, except for elevating devices contained wholly in a unit and designed for use only within ~~the~~ unit.

OR

☐ There are no elevating devices as defined in the *Elevating Devices Act*, ~~except~~ for elevating devices contained wholly in a unit and designed for use only within the unit.

6. ☑ All installations with respect to the provision of water and sewage services are in place and operable.

OR

☐ There are no installations with respect to the provision of water and sewage services.

7. ☐ ~~All installations with respect to the provision of heat and ventilation are in place~~ and heat and ventilation ~~can~~ be provided.

OR

☐ There are no installations with respect to the provision of heat and ventilation.

8. ☐ ~~All installations~~ with respect to the provision of air conditioning are in place.

OR

☐ There are no installations with respect to the provision of air conditioning.

9. ☐ ~~All installations~~ with respect to the provision of electricity are in place and operable.

OR

☐ There are no installations with respect to the provision of electricity.

10. ☐ ~~All~~ indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

☐ There are no indoor and outdoor swimming pools.

[Strike out whichever is not applicable:

11. ~~All facilities and services that the declaration and description show are included in the common elements~~

OR

The following facilities and services that the declaration and description show are included in the common elements:

*[*ITEM 1,2,4,5 *(specify by reference to the item numbers in Schedule H)]*

have been installed and provided in accordance with the requirements of the municipalities in which the land is situated or the requirements of the Minister of Municipal Affairs and Housing, if the land is not situated in a municipality.

Dated this 27th day of MAY, 2025.

LICENSED PROFESSIONAL ENGINEER
E. VALENTE
100357159
PROVINCE OF ONTARIO

(signature) 2025-05-27

{L1999118.1}

ERNESTO VALENTE

(print name)

(Strike out whichever is not applicable:

~~Architect~~

Professional Engineer*)*

SCHEDULE "G"

CERTIFICATE OF ARCHITECT OR ENGINEER
(UNDER SUBSECTIONS 40(11) AND 56(7) OF ONTARIO REGULATION 48/01 AND UNDER CLAUSE 8 (1) (E) AND (H) OR CLAUSES 157 (1) (C) AND (E) OF THE *CONDOMINIUM ACT, 1998*)

Condominium Act, 1998

I certify that:

I. Each building and structure that the declaration and description show are included in the common elements has been constructed in accordance with the regulations made under the Condominium Act, 1998, with respect to the following matters:

(Check whichever boxes are applicable)

1,2,3. ☐ The declaration and description show that there are no buildings or structures included in the common elements.

OR

1. ☐ The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents
2. ☐ Floor assemblies of the buildings and structures are constructed and completed to the final covering.
3. ☐ Walls and ceilings of the buildings and structures are completed to the drywall (including taping and sanding), plaster or other final covering.
4. ☐ All underground garages have walls and floor assemblies in place.

OR

☐ There are no underground garages.

5. ☐ All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

☐ There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.

6. ☐ All installations with respect to the provision of water and sewage services are in place and operable.

OR

☐ There are no installations with respect to the provision of water and sewage services.

7. ☐ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.

OR

☐ There are no installations with respect to the provision of heat and ventilation.

8. ☐ All installations with respect to the provision of air conditioning are in place.

OR

☐ There are no installations with respect to the provision of air conditioning.

9. ☒ All installations with respect to the provision of electricity are in place and operable.
(UP TO THE METERBASE EXTERNAL TO UNITS AND PRIVATE LIGHTING)

OR

☐ There are no installations with respect to the provision of electricity.

10. ☐ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

☐ There are no indoor and outdoor swimming pools.

[Strike out whichever is not applicable:

11. All facilities and services that the declaration and description show are included in the common elements

OR

The following facilities and services that the declaration and description show are included in the common elements:

..... (*specify by reference to the item numbers in Schedule H)]*

have been installed and provided in accordance with the requirements of the municipalities in which the land is situated or the requirements of the Minister of Municipal Affairs and Housing, if the land is not situated in a municipality.

Dated this 5 day of MAY , 2025

.....
(signature)



DAVID E. TOMINGAS, P.ENG.

(print name)

(Strike out whichever is not applicable:

~~Architect~~

Professional Engineer*)*

COMMON ELEMENT CONDO
53 JEFFERSON SIDE ROAD.

38

SCHEDULE "G"

CERTIFICATE OF ARCHITECT OR ENGINEER
(UNDER SUBSECTIONS 40(11) AND 56(7) OF ONTARIO REGULATION 48/01 AND UNDER CLAUSE 8 (1) (E) AND (H) OR CLAUSES 157 (1) (C) AND (E) OF THE *CONDOMINIUM ACT, 1998*)

Condominium Act, 1998

I certify that:

I. Each building and structure that the declaration and description show are included in the common elements has been constructed in accordance with the regulations made under the Condominium Act, 1998, with respect to the following matters:

(Check whichever boxes are applicable)

1,2,3. ☑ The declaration and description show that there are no buildings or structures included in the common elements.

OR

1. ☐ The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents
2. ☐ Floor assemblies of the buildings and structures are constructed and completed to the final covering.
3. ☐ Walls and ceilings of the buildings and structures are completed to the drywall (including taping and sanding), plaster or other final covering.
4. ☐ All underground garages have walls and floor assemblies in place.

OR

☑ There are no underground garages.

5. ☐ All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

☑ There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.

6. ☐ ~~All installations with respect to the provision of water and sewage services are in place and operable.~~

OR

☐ ~~There are no installations with respect to the provision of water and sewage services.~~

7. ☐ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.

OR

☑ There are no installations with respect to the provision of heat and ventilation.

8. ☐ All installations with respect to the provision of air conditioning are in place.

OR

☑ There are no installations with respect to the provision of air conditioning.

9. ☐ ~~All installations with respect to the provision of electricity are in place and operable~~.

OR

☐ ~~There are no installations with respect to the provision of electricity.~~

10. ☐ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

☑ There are no indoor and outdoor swimming pools.

[Strike out whichever is not applicable:

11. ~~All facilities and services that the declaration and description show are included in the common elements~~

OR

~~The following facilities and services that the declaration and description show are included in the common elements:~~

~~.....(specify by reference to the item numbers in Schedule H)]~~

~~have been installed and provided in accordance with the requirements of the municipalities in which the land is situated or the requirements of the Minister of Municipal Affairs and Housing, if the land is not situated in a municipality.~~

Dated this day of 8th JANUARY, 2025

.....GR.....

(signature)



GREG RASPIN

(print name)

(Strike out whichever is not applicable:

Architect

~~Professional Engineer)~~

SCHEDULE "H"

COMMON ELEMENTS

Facilities and Services:

1. Private Roadway
2. Pedestrian Walkways
3. Parkette
4. Underground infiltration galleries
5. Visitor Parking Spaces

SCHEDULE "I"

CERTIFICATE OF OWNER IN THE MATTER OF A COMMON ELEMENTS CONDOMINIUM CORPORATION

(Under Clause 139(1)(b) of the *Condominium Act, 1998*)

1. We are the owner of the freehold in the City of Richmond Hill, Region of York, being composed of Part of the lands described as Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 1 to 56 (inclusive) and 58 on Reference Plan 65R-41136, being all of PIN(s) 03208-3242 (LT) to 03208-3277 (LT) (inclusive) (known as the "Parcel").

2. We consent to the registration of the attached declaration to create a common elements condominium corporation (known as the "Corporation") on Part of the lands described as Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 57, 59 and 60 on Reference Plan 65R-41136, being all of PIN(s) 03208-3278 (LT), 03208-3279 (LT) and 03208-3280 (LT).

3. We acknowledge that, upon registration of the declaration and the description, the Parcel will become subject to all encumbrances, if any, outstanding against the property described in Schedule A to the declaration.

4. We consent to the registration of a notice in the prescribed form against the Parcel indicating that a common interest in the Corporation, as the common interest is set out in Schedule D to the declaration, attaches to the Parcel upon the registration of the declaration and description.

DATED this 1st day of October, 2025.

ALBERT GELMAN INC., SOLELY IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF JEFFERSON PROPERTIES LIMITED PARTNERSHIP AND 2011836 ONTARIO CORP. (AS GENERAL PARTNER)

Per: _____

Name: Tom McElroy

Title: Authorized Signing Officer

Date: October 1, 2025

I have authority to bind the Corporation

SCHEDULE "J"

NOTICE OF ATTACHMENT OF A COMMON INTEREST IN A COMMON ELEMENTS CONDOMINIUM CORPORATION

(Under Clause 139(2)(b) of the *Condominium Act, 1998*)

Take notice that:

1. The attached declaration and the description creates a common elements condominium corporation (known as the "Corporation").

2. A common interest in the Corporation, as the common interest is set out in Schedule D to this declaration, attaches to the following parcels of land (known as the "Parcel"):

PIN 03208-3242 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 1 on Reference Plan 65R-41136.

PIN 03208-3243 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 2 and 41 on Reference Plan 65R-41136.

PIN 03208-3244 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 3 on Reference Plan 65R-41136.

PIN 03208-3245 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 4 and 40 on Reference Plan 65R-41136.

PIN 03208-3246 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 5 and 39 on Reference Plan 65R-41136.

PIN 03208-3247 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 6 on Reference Plan 65R-41136.

PIN 03208-3248 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 7 on Reference Plan 65R-41136.

PIN 03208-3249 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 8 and 38 on Reference Plan 65R-41136.

PIN 03208-3250 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 9 and 37 on Reference Plan 65R-41136.

PIN 03208-3251 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 10 on Reference Plan 65R-41136.

PIN 03208-3252 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 11 on Reference Plan 65R-41136.

PIN 03208-3253 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 12 on Reference Plan 65R-41136.

PIN 03208-3254 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 13 and 43 on Reference Plan 65R-41136.

PIN 03208-3255 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 14 on Reference Plan 65R-41136.

PIN 03208-3256 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 15 on Reference Plan 65R-41136.

PIN 03208-3257 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 16 on Reference Plan 65R-41136.

PIN 03208-3258 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 17 on Reference Plan 65R-41136.

PIN 03208-3259 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 18 and 42 on Reference Plan 65R-41136.

PIN 03208-3260 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 19 and 44 on Reference Plan 65R-41136.

PIN 03208-3261 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 20 on Reference Plan 65R-41136.

PIN 03208-3262 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 21 on Reference Plan 65R-41136.

PIN 03208-3263 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 22 on Reference Plan 65R-41136.

PIN 03208-3264 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 23 on Reference Plan 65R-41136.

PIN 03208-3265 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 24 and 45 on Reference Plan 65R-41136.

PIN 03208-3266 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 25 on Reference Plan 65R-41136.

PIN 03208-3267 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 26 and 49 on Reference Plan 65R-41136.

PIN 03208-3268 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 27 on Reference Plan 65R-41136.

PIN 03208-3269 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 28 on Reference Plan 65R-41136.

PIN 03208-3270 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 29, 48 and 58 on Reference Plan 65R-41136.

PIN 03208-3271 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 30, 47 and 56 on Reference Plan 65R-41136.

PIN 03208-3272 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 31 and 55 on Reference Plan 65R-41136.

PIN 03208-3273 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 32 and 54 on Reference Plan 65R-41136.

PIN 03208-3274 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 33 and 53 on Reference Plan 65R-41136.

PIN 03208-3275 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 34 and 52 on Reference Plan 65R-41136.

PIN 03208-3276 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 35, 46 and 51 on Reference Plan 65R-41136.

PIN 03208-3277 (LT)

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 36 and 50 on Reference Plan 65R-41136.

DATED this 1st day of October, 2025.

ALBERT GELMAN INC., SOLELY IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF JEFFERSON PROPERTIES LIMITED PARTNERSHIP AND 2011836 ONTARIO CORP. (AS GENERAL PARTNER)

Per: _____

Name: Tom McElroy

Title: Authorized Signing Officer

Date: October 1, 2025

I have authority to bind the Corporation

APPENDIX L

Vendor/Builder Legal Name

JEFFERSON PROPERTIES LIMITED PARTNERSHIP

Doing Business As Name

JEFFERSON PROPERTIES LIMITED PARTNERSHIP

Licensed	Yes
Licence Number	48736
Licence Status	Licensed with Conditions
Licence Expiry Date	October 1, 2026
Initially Licensed	January 18, 2021

- Overview
- Related Companies
- Properties
- Condo Projects
- Notices & Orders 1
- Disciplinary Activities 0
- Court Charges and/or Convictions 0

CONDO PROJECTS

Information received from Tarion is updated daily and available on the Ontario Builder Directly within 24 hours of receipt. As of January 1st, 2023, details on the number of condominium purchase agreements that a builder or vendor has terminated, along with the reasons for the termination are disclosed under the "# of Purchase Agreements Terminated by Vendor" heading.

If you have any questions about the information shown below, or can't find the project you are searching for, please contact us.

Condo Project Name	Project Status	Location	Address	# of Units	# of Purchase Agreements Terminated by Vendor
Richmond Hill Grace	Completed	Richmond Hill	Jefferson Side Road / Bancroft Lane	60	---
Richmond Hill Grace	Pending	Richmond Hill	39 Jefferson Side Road	36	---

APPENDIX M

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CAMERON STEPHENS

MORTGAGE CAPITAL

February 3, 2022

Jefferson Properties Limited Partnership
c/o AmerCan Corporation
5 Vernham Avenue
Toronto, ON M2L 2B1

Attention: Mr. Fanseay Wang

Re: Commitment for Mortgage Financing – Richmond Hill Grace – 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

Cameron Stephens is pleased to advise that it is prepared to offer the following loan facility, **subject to syndication**, **on terms acceptable to Cameron Stephens in its absolute discretion** and subject to the terms and conditions contained herein, including all Schedules attached hereto (collectively, the letter and Schedules are the "**Commitment**").

1. **Borrower** — Jefferson Properties Limited Partnership is the beneficial owner of the Property ("**Beneficial Owner**"), and title to the property will be registered in the name of 2011836 Ontario Corp. as nominee registered legal titleholder (the "**General Partner**"). The foregoing entities (collectively, the "**Borrower**") will execute the mortgage and other documents required by the Lender.

2. **Guarantor(s)** — The joint and several personal guarantee of Fangxi (Fanseay) Wang for 100% of the loan amount. (the "**Guarantor**")

   Note: The Guarantor is jointly and severally liable with the Borrower for the Commitment Fee.

3. **Lender** — Cameron Stephens Mortgage Capital Ltd. ("**CSMC**") (the "**Lender**")

4. **Loan Amount, Structure**

   Facility 1
   $54,878,000. 1st Mortgage Construction Loan

   Facility 2
   $2,700,000. Letters of Credit

   (individually, Facility "1" and Facility "2", respectively;
   All facilities are collectively the "**Loan Facility**")

5. **Purpose of Loan**

   Facility 1
   To provide 1st mortgage cost to complete construction financing for "Richmond Hill Grace", being a low-rise development consisting of 36 standard townhomes and 60 stacked townhomes in Richmond Hill, Ontario. The first advance will repay an existing Fiera Capital 1st mortgage in the amount of approximately $20,000,000.

   Facility 2
   To provide a Standby Letters of Credit Facility.

   Note:
   1. Letters of Credit will be posted as follows:

Tarion LC (Standard Townhomes)	$900,000
~~Tarion LC (Stacked Townhomes)~~	~~$1,200,000~~
City of Richmond Hill (Site Plan)	$568,202

DS

Borrower's Initials _____

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6. Project and Description

"Richmond Hill Grace" being an approximately 2.68-acre low-rise development site located at 39, 53 & 67 Jefferson Side Road in Richmond Hill, Ontario. The Project consists of 36 standard townhouse units and 60 stacked townhouse units in 9 blocks. The development will include 189 parking spaces with 107 spaces above ground and 82 spaces below ground, as well as 14 stalls for visitors. The Project has a total GFA / NSA of 142,340 SF, comprised of 76,430 SF for the standard townhouse units and 65,910 SF for the stacked townhouse units. (the "**Project**")

7. Financing Program

			96		142,340	
Uses	**Total**		**Per Unit**		**Per SF**	**% of Costs**
Land Value	$	17,265,000	$	179,844	$ 121	22.50%
Development Charges	$	7,726,888	$	80,488	$ 54	10.07%
Servicing Costs	$	3,710,010	$	38,646	$ 26	4.84%
Construction Costs	$	29,630,036	$	308,646	$ 208	38.62%
Selling Costs	$	4,039,670	$	42,080	$ 28	5.27%
Soft Costs	$	6,075,639	$	63,288	$ 43	7.92%
Interest Cost	$	3,531,787	$	36,789	$ 25	4.60%
Commitment Fee - CSMC	$	658,536	$	6,860	$ 5	0.86%
Construction Contingency	$	2,416,190	$	25,169	$ 17	3.15%
Development Contingency	$	1,511,714	$	15,747	$ 11	1.97%
Development Management Fee	$	158,249	$	1,648	$ 1	0.21%
Total Uses of Funds	**$**	**76,723,719**	**$**	**799,205**	**$ 539**	**100.00%**

Sources	**Total**		**Per Unit**		**Per SF**	**% of Costs**
CSMC Construction Loan	$	54,878,000	$	571,646	$ 386	71.53%
Purchaser Deposits	$	10,245,024	$	106,719	$ 72	13.35%
Deferred Costs	$	3,779,949	$	39,374	$ 27	4.93%
Borrower's Equity	$	7,820,746	$	81,466	$ 55	10.19%
Total Source of Funds	**$**	**76,723,719**	**$**	**799,205**	**$ 539**	**100.00%**

Notes:

1. **Interest Cost** is calculated as follows:
   $54,878,000 x 4.95% x 65% Utilization x 24 Months
2. **Commitment Fee – CSMC** is calculated as follows:
   $54,878,000 x 1.20%
3. **Purchaser Deposits** are based on pre-occupancy deposits only, based on the 87 presales achieved to date.
4. **Deferred Costs** are comprised of the following:

Deferred Costs	**Deferred Costs Amount ($)**	**% of Costs**
Construction Costs	$ 196,000	0.32%
Warranty Expense	$ 192,000	0.31%
Sales Commission - Broker	$ 438,500	0.31%
Sales Commission - Co-op Broker	$ 2,788,000	1.96%
Legal Fees - Condo Registration - Post Closing Matters	$ 7,200	0.01%
Development Management Fee	$ 158,249	4.19%
Total Deferred Costs	**$ 3,779,949**	**4.93%**

5. **Borrower's Equity** is comprised of $7,443,866 of Cash Equity and $376,880 of Appraisal Surplus.

8. Interest Rate

Facility 1

Interest will accrue at 4.95% / Prime + 2.50% per annum (greater of) (the "**Interest Rate**"). "**Prime**" means the prime rate of interest announced by the Royal Bank of Canada as a reference rate then in effect for determining interest rates on loans in Canada.

Interest on the Loan Facility shall be calculated daily and compounded and payable monthly not in advance based on the number of days that the loan is outstanding.

Borrower's Initials DS

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Facility 2
No interest shall accrue on this Facility until the Letters of Credit are drawn upon, in which case such draw amounts shall be converted to direct borrowings under Facility 1 with interest calculated and payable at the same rate as prescribed for Facility 1.

9. Closing Date

The closing shall occur no later than 90 days after acceptance of the Syndication Waiver (the "**Closing Date**") unless, prior thereto, the Borrower and the Lender agree in writing (including by email) that the Closing Date shall be some other date.

If the closing does not take place by the Closing Date and the parties have not agreed in writing to an extension, this Commitment shall terminate at 5:00 p.m. on the Closing Date and the Lender shall have no obligation to make any advance, including the full or initial advance of the Loan Facility after such time and all amounts payable to the Lender under this Commitment shall become immediately due and payable.

If the closing does not take place by the Closing Date, and the Lender and the Borrower have agreed in writing to an extension, the Borrower shall be required to pay a Commitment Letter extension fee to be determined at the Lender's sole discretion.

10. Term, Maturity

The Loan Facility shall be repayable upon demand by the Lender. However, without prejudice to the right of the Lender to demand payment at any time for any reason whatsoever, the Lender acknowledges the Borrower's proposed repayment schedule forecasts the repayment of the Loan Facility, including interest, within **24 months** of the first day of the month following the first advance of funds under the Loan Facility (the "**Maturity Date**"). Subject to neither the Borrower nor the Guarantor having defaulted in any obligations under the Loan Facility or Mortgage during the term described above, at the Lender's option, **two (2) extensions of three (3) months each** may be granted, subject to the payment of Fees (including the Extension Fee).

11. Commitment Fee

In consideration for the time, effort and expense incurred by the Lender and its officers and employees in reviewing the financial and other information provided by the Borrower, and in conducting investigations, inspections and other due diligence necessary to prepare and approve the Loan Facility, each of the Borrower and Guarantor jointly and severally agree to pay the lender an evaluation and processing fee of $658,536 (the "**Commitment Fee**").

The Commitment Fee is deemed fully earned and payable upon the Commitment being executed by the Borrower and Guarantor, whether or not the Loan Facility is advanced, and:

(a) the Borrower and Guarantor acknowledge and agree (i) that the Commitment Fee represents compensation to the Lender for its efforts and expenses, including opportunity costs, associated with the Lender's consideration of the Commitment; (ii) that the Commitment fee is payable regardless of whether the Loan is advanced; and

(b) the Borrower and Guarantor acknowledge and agree that if the Borrower fails to close the Loan that the Commitment Fee is fully payable to the Lender.

$658,536 Total Commitment Fee Due
($50,000) Less payment received through "Good Faith" payment
$608,536 Commitment Fee balance payable

The Borrower may pay the unpaid balance of the Commitment Fee by 2 instalments, as follows: (i) $100,000 payable with the return of the signed Syndication Waiver, and (ii) $508,536 from the first advance of funds under Facility 1.

Provided, however, that if there is a default by the Borrower under the terms of this Commitment, any unpaid balance of the Commitment Fee shall be paid upon demand.

Borrower's Initials DS

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12. Payments

Payments of interest only, payable monthly in arrears from the Interest Reserve Account held by the Lender, which will be funded on a Quarterly Basis. Upon full utilization, the Borrower agrees to make payments by way of pre-authorized debits to the Borrower's Project account.

13. Extension Fee

Where the Loan Facility is not paid in full by the Maturity Date, the Lender and Borrower may agree upon an extension of time for repayment of the Loan Facility. Any extensions will be in three-month increments. For each extension that is granted by the Lender, an extension fee will be payable, calculated by multiplying the authorized amount of the Loan Facility by 0.15%.

14. Letter of Credit Fees

2.75% per annum, payable semi-annually in advance, in addition to a minimum fee of $250 annually per Letter of Credit, a $100 administrative charge per amendment, reduction, or cancellation of a Letter of Credit, and a $350 charge for each Letter of Credit advance, plus the cost of title searches.

15. Over Holding Fee

If the Loan Facility is not repaid in full, renewed or extended by the Maturity Date, in addition to any other rates, fees and costs to be paid pursuant to this Commitment, the Borrower shall pay to the Lender an over holding fee, calculated daily, not in advance, commencing on the first day after payment of the Loan Facility was due but not paid. The fee is calculated by multiplying 60 basis points by the authorized amount of the Loan Facility and dividing the sum by 365 (the **"Over Holding Fee"**).

The Borrower acknowledges that the requirement to pay the Over Holding Fee is not an extension of the Loan Facility, and the failure to repay the Loan Facility on the Maturity Date, or to obtain a renewal or extension, will be a default by the Borrower under the Commitment and Security, notwithstanding payment of the Over Holding Fee. The Borrower further acknowledges that the Over Holding Fee will be added to the outstanding principal balance of the Loan Facility and that the Security for the Loan also secures the Over Holding Fee.

16. Other Fees and Expenses

The Borrower shall pay all reasonable legal fees and disbursements in respect of this Commitment, including the preparation, issuance, amendment, renewal or extension of the Security, all reasonable fees and costs relating to appraisals, insurance consultation, environmental reports and consultation, credit reporting and responding to demands of any government or any agency or department thereof, whether or not the documentation is completed or any funds are advanced under this Commitment.

Where the Borrower requests any of the services shown in **Schedule "A"** hereto, or an event occurs as shown therein, the Borrower shall pay the cost shown.

17. Prepayment

The Borrower may prepay the Loan Facility, subject to the following conditions:

i. Where the date of payment of the outstanding balance of the Loan Facility is made more than twelve (12) calendar months after the Closing Date, and where the Borrower has met all of its obligations under the Loan Facility and Mortgage, upon receipt of no less than fourteen (14) days' written notice, the outstanding balance of the Loan Facility may be prepaid without prepayment charge.

ii. Where the date of payment of the outstanding balance of the Loan Facility is made less than twelve (12) calendar months after the Closing Date, such payment shall be subject to a prepayment charge equal to the applicable Minimum Interest Amount. The Minimum Interest Amount means, in respect of any prepayment, a total amount of interest paid to the Lender under the Loan prior to such prepayment of not less than 12 months interest.

In either case, such Prepayment Amount to be calculated by the Lender using the Lender's normal criteria for such calculations, and which calculations shall (except in the case of obvious error) be conclusive.

Borrower's Initials DS

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18. Partial Discharges

100% of Net Closing Proceeds defined as the sale price less deposits received by the Lender or utilized in the Project, HST, and reasonable closing costs for legal and commissions, until such time that Facility 1 is repaid and the Letters of Credit issued pursuant to Facility 2 are fully cash secured.

19. Conditions

I. Security:

All indebtedness of the Borrower pursuant to this Commitment will be secured and supported by the documents described below (collectively, the "**Security**"), each to be in form and substance satisfactory to the Lender and its solicitors.

a. Mortgage with a principal amount of $69,093,600 (1.2x the loan amount for administrative purposes) granting a first fixed charge against the Project.

b. $5,000,000 CAD of cash (or an acceptable equivalent in USD at market foreign exchange rates) to be held in Trust by the Lender (the "**Cash Collateral**"), which can be used at the Lender's discretion subject to the recommendation of the Cost Consultant to fund any cost overruns in the Project.

   The Cash Collateral will be reduced to $3,000,000 CAD equivalent once the Project is deemed to be 50.00% completed based on costs in place by the Lender's Cost Consultant, subject to a satisfactory contingency and at the Lender's discretion, acting reasonably. A further reduction of the Cash Collateral to $1,000,000 CAD equivalent will occur once the Project is deemed to be 75.00% completed based on costs in place by the Lender's Cost Consultant, subject to a satisfactory contingency and at the Lender's discretion, acting reasonably.

   Note: Prior to Funding, CSMC will accept the Undertakings pursuant to Security Conditions (p) and (q) as contributory towards the total required Cash Collateral, subject to satisfactory confirmation of the timing of when the funds will be received.

c. The joint and several personal guarantee of Fangxi (Fanseay) Wang for 100% of the loan amount plus interest and expenses and an assignment and postponement of claims by Guarantor and all shareholders of the Borrower relating to any claims against the Borrower.

d. Joint and several covenants from the Borrower and Guarantor to fund any and all cost overruns in excess of the various components of the Project Budget as set out in the Financing Program as and when such overruns occur and prior to any further funding by the Lender. In addition, the Borrower and Guarantor covenant to continue construction and complete the Project once construction has begun, in accordance with the plans approved by the Lender.

e. Postponement and Standstill Agreement from Dragon Holding Global Real Estate Funds SPC ("**Dragon Holding**") relating to a $16,000,000 charge secured by the Project in a form and content acceptable to the Lender confirming that they will postpone to any and all advances in respect to the Lender's loan facilities regardless of default. In addition, the said agreement is to confirm that Dragon Holding agrees to provide free partial discharges in respect to the units in the Project regardless of default. The said postponement shall also confirm that Dragon Holding will subordinate to all additional advances which may be required to fund any cost overruns over and above the authorized facilities.

   Note: CSMC notes that per a Title Search conducted January 19, 2022, the Dragon Holding charge is currently $11,000,000. However, CSMC understand that per an Amending Agreement, this charge is to increase to $16,000,000.

Borrower's Initials DS

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f. Postponement and Standstill Agreement from Berkley Insurance Company ("**Berkley**") relating to a $10,440,000 charge secured by the Project in a form and content acceptable to the Lender confirming that they will postpone to any and all advances in respect to the Lender's loan facilities regardless of default. In addition, the said agreement is to confirm that Berkley agrees to provide free partial discharges in respect to the units in the Project regardless of default. The said postponement shall also confirm that Berkley will subordinate to all additional advances which may be required to fund any cost overruns over and above the authorized facilities.

g. General Security Agreement registered under the Personal Property Security Act Ontario granting a first general assignment of:
   - Book Debts, Rents and Leases of the Borrower in respect to the Project.
   - Agreements of Purchase and Sale inclusive of Purchasers' Deposits which are to be injected into the Project to fund costs or held in accordance with the Real Estate Act.
   - All present and after acquired personal property of the Borrower.
   - Construction, supply and consulting contracts related to the Project and specific acknowledged, assignments or acceptable tri-party agreements on those contracts specified by the Lender which may include, but not be limited to, the contracts with the Project architect, engineers, General Contractor and/or Construction Manager, and marketing agents.
   - Rights of the Borrower (a) under all building/development permits and the monies paid thereunder, (b) to all plans, specifications and drawings related to the Project.

h. The Lender shall have received an acceptable insurance binder or cover note, to be followed, within 30 days of the issuance of the binder or cover note, with a certified copy of a policy or policies of insurance, satisfactory to the Lender, containing the requirements of Schedule "A" hereto and including evidence of a Comprehensive General Liability Insurance policy for the Project in an amount of not less than $10,000,000 per occurrence. The Commercial General Liability Policy must reference the project and CSMC is to be added as an additional insured.

   Additionally, upon the commencement of construction, the Borrower shall maintain Builder's Risk Insurance, which is satisfactory to the Lender and which incorporates a standard mortgage clause and which names the Lender as first mortgagee and loss payee.

   We will require the insurance policy(ies) to be reviewed by an Independent Insurance Consultant, at the Borrower's expense.

i. The Lender's solicitor shall obtain Title Insurance, at the cost of the Borrower, on the Project lands.

j. Negative Pledge by Borrower and Guarantor to not repay any shareholder loans, redeem shares, pay out dividends or increase compensation to principals of Borrower or Guarantor until the Loan Facility has been fully repaid.

k. Indemnification Agreement in respect to any Letters of Credit issued pursuant to Facility 2. Any draws made under the said Letters of Credit shall be converted to direct borrowings under Facility 1.

l. In the event the Lender elects to hold the Borrower's cash on deposit (the "Cash Collateral Account") or term deposits, GICs or the like, from other financial institutions, to secure the Loan Facility generally or specifically the outstanding Letter of Credit exposure, a specific assignment or charge over the cash, term deposit, GIC, as the case may be, will be required.

m. Hypothecation and Pledge of all the shares of the Borrower.

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n. First assignment of all condominium voting rights upon registration of the units in the Project.

o. Undertaking from deposit insurer to provide free partial discharges.

p. Undertaking by the Borrower and/or Mr. Fangxi (Fanseay) Wang that the funds held by National Bank of Canada as security for the Tarion Letters of Credit will be directed to the Lender to be held in Trust for the Cash Collateral once replaced by Facility 2.

q. Undertaking by the Borrower that the funds held by City of Richmond Hill as security for the Site Plan Agreement will be directed to the Lender to be held in Trust for the Cash Collateral once replaced by Facility 2.

r. Environmental Warranty and Indemnity Agreement by the Borrower and the Guarantor(s) to the Lender on a joint and several basis slated to survive repayment of the Loan.

s. Signed Statutory Declaration confirming that there are no amounts owed or liabilities to the previous General Partner or Limited Partners of the Borrower.

t. Such other and further security and documentation as may be required by the Lender or its counsel to complete and perfect the Security.

II. Pre-Funding Deliverables:

The advance of the Loan Facility, whether by a single advance or multiple advances, is contingent upon compliance and satisfaction with each of the following conditions:

a. Confirmation by the Lender's Cost Consultant of satisfactory zoning, receipt of Site Plan Approval and partial building permit availability to improve the lands as described under the Project.

b. All levies, impost fees, local improvement charges, property taxes and other charges affecting the Project due and payable shall have been paid to the date of the first advance of funds unless they are to be funded as part of the first advance.

c. The Lender shall have received from an approved appraiser a satisfactory appraisal of the Project confirming a minimum fair market land value of $17,265,000 on an "as is" basis and a completed Project value of $93,143,003 (gross of HST). Such appraisal report must be accompanied by the Form of Reliance Certificate from the appraiser to the Lender and shall confirm that the Lender and its assigns can rely upon such appraisal for lending purposes.

Note:
1. CSMC will accept the following Appraisal report, subject to Lender review:
   - Narrative Appraisal – *Colliers International* – September 14, 2021
2. CSMS has excluded the value of the Purchaser Upgrades from the required appraised value.

d. The Lender and its cost consultant to receive satisfactory confirmation that the Borrower has injected $7,820,746 of equity ($7,443,866 Cash Equity and $376,880 Appraisal Surplus) into the Project, which shall remain invested until such time as the Lender has been fully repaid all principal and interest.

e. A soils test report (load bearing capacity) by an acceptable professional engineer or such other similar report as is acceptable to the Lender, must be provided, demonstrating to the satisfaction of the Lender and its Cost Consultant that the proposed construction and site improvements of the Project are feasible under existing soil conditions, together with evidence that the construction specifications for the Project provide for construction in compliance with such conditions and with the recommendations, if any, which may be contained in such soils test report. In the case of renovation to an existing structure, the Borrower shall provide evidence

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satisfactory in form and content to the Lender, from independent engineers, as to the structural integrity of the building and details of any required remediation or upgrading whether for seismic purposes or otherwise.

Note:

1. CSMC will accept the following reports, without requiring a Reliance Letter, subject to Lender review:
   - Geotechnical Investigation – *Terraprobe Inc.* – November 18, 2013
   - Geotechnical Investigation Addendum – *Terraprobe Inc.* – July 30, 2015
   - Geotechnical Investigation Addendum – *Terraprobe Inc.* – February 5, 2018

f. The Borrower will obtain at its own expense an environmental audit, from a firm approved by the Lender confirming that in their professional opinion there is no evidence that the site or any structures thereon are contaminated by any environmental hazards and recommending that no further action need be taken or will provide evidence of a remediation plan that will leave the site environmentally acceptable to the relevant Provincial and Federal Agencies and further evidence that said remediation plan is being performed, as budgeted for in the approved Budget and has been formally approved by the Ontario Ministry of the Environment.

Note:

1. CSMC will accept the following report, without requiring a Reliance Letter, subject to Lender review:
   - Phase One Environmental Site Assessment – *Terraprobe Inc.* – July 17, 2013

g. The Borrower will obtain at its own expense a third-party review of the environmental audit, from a firm approved by the Lender, and to the satisfaction of the Lender.

h. The Borrower shall have provided the Lender with a survey of the Project by an Ontario licensed land surveyor, indicating no encroachments, easements or rights of way, save those which the Lender may specifically accept and showing the relationship of the lands to public thoroughfares for access purposes.

i. Receipt and satisfactory review of a personal net worth and/or financial statement(s) from the Borrower and each of the Guarantors on CSMC's Standard Form, duly signed and witnessed. In addition the Lender is to receive satisfactory credit reports for the Borrower and Guarantor, both prior to the initial advance and at any time thereafter, as required by the Lender, until the Loan Facility is fully repaid.

j. The Borrower and each additional Covenantor authorize the Lender to make inquiries concerning the character, general reputation, personal characteristics, financial and credit data of the Borrower and each additional Covenantor, including its respective directors, officers, shareholders, and principals, and to verify any information provided to the Lender hereunder, all for the purpose of underwriting and servicing the Loan.

k. The Borrower shall have provided evidence in sufficient detail, satisfactory to the Lender and verified by the Lender's Cost Consultant, that the total costs for the Project, including land, hard and soft costs and interest during the construction and the sell-out period shall not exceed $76,723,719 excluding HST costs as detailed under the Financing Program. This shall include receipt and approval by the Lender and the Cost Consultant, as to both form and content, of a fixed price general contract (CCDC 2) from a general contractor or contractors approved by the Lender which contract(s) shall be specifically assigned to the Lender as recommended by the Cost Consultant with acknowledgement from the general contractor(s) or shall be the subject of tri-party agreement(s) satisfactory to the Lender.

   At the recommendation of the Cost Consultant, without limiting the foregoing, fixed price contracts/signed formal construction quotes may be required to be in place for the forming concrete work, electrical, plumbing, HVAC, windows and any contract greater than $500,000.

Borrower's Initials DS _____

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Cost Consultant Review to include verification of the reputation, qualification and capabilities of all major trades and make its recommendation with respect to the requirement for any Performance and Payment Bonds for major trades and suppliers (and where same have been required by Lender, confirming the same are in form and content acceptable to the Project Monitor), otherwise, where bonding is to be waived, waiving to be approved by QS.

l. The Borrower and the Project shall be fully registered with a new home warranty provider acceptable to the Lender with all proposed residential units having an assigned registration number, all to the satisfaction of the Lender.

m. Receipt and satisfactory review of any cost sharing agreements related to the subject Project, by the Lender, its cost consultant and legal counsel.

n. Receipt and satisfactory review by the Lender and its counsel of all Condominium Disclosure Documents, Parking Agreements, Reciprocal Agreements, sales and rental disclosure statements and standard form Agreements of Purchase and Sale relating to the Project.

o. The Borrower shall have delivered to the Lender for approval and to the Lender's Cost Consultant for its inspection and comment copies of all final signed and sealed plans and specifications upon which the construction costs are based. The Borrower shall also provide to the Lender, at the earliest possible date, for approval by the Lender, copies of site plans, Project floor plans, suite layouts showing furniture layouts to scale and any market survey materials relating to the Project that were not provided prior to the issuance of this Commitment.

p. The Borrower will not make any changes cumulatively in excess of $100,000 in the plans and specifications for the Project or the contracts for the construction of the Project, or in the terms of any agreements prejudicially affecting the security of the Lender, without the prior written consent of the Lender.

q. Receipt and satisfactory review of 87 firm and unconditional arms' length pre-sales in respect to the units with an aggregate sale price of not less than $83,443,448 including HST prior to the first construction advance. Presales shall have aggregate contracted deposits of not less than $10,245,024 to be received prior to occupancy, of which a minimum aggregate of $7,559,754 is to be received prior to the first construction advance, with no presale to have received less than 2.50%. The said sale prices to be a minimum of 95% of the list prices approved by the Lender prior to the first advance of funds. The Lender to qualify a minimum of 85% of these purchasers for mortgage qualifications or other satisfactory financial information confirming ability to close.

r. Satisfactory review of deposit insurers Commitment Letter.

s. Receipt and satisfactory review of the Ownership Transfer Documentation related to the transfer of the Project from Ideal Developments Inc. to Grand Grace Developments Inc. and Jefferson Properties Limited Partnership.

t. Receipt and satisfactory review by the Lender's Solicitor of the Partnership Agreement for the Borrower.

u. Receipt and satisfactory review of a completed Identification Verification and Attestation Form and all applicable documents, as required under Federal Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations.

v. Satisfactory confirmation from the Lender's Cost Consultant, that Letter's of Credit to be issued under the LC Facility (Facility 2) are for costs already included in the budget (i.e., duplicate LC's).

w. Such other information the Lender may reasonably require.

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DocuSign Envelope ID: 118E0BB1-A2C9-405B-991F-83C9B348F4B1

x. Loan disbursements shall take place only on title to the Project being acceptable to our solicitors and all matters in connection with the Security and other documentation deemed necessary or advisable by our solicitors being complied with by the Borrower and the Guarantors and all Security and other instruments and agreements to evidence and secure the Loan Facility are duly executed, with evidence of registration where applicable.

y. The Lender shall require a satisfactory opinion and report from its solicitors indicating, among other things, the validity, enforceability and priority of all Security and the state of title of the Project.

z. The Lender shall require a satisfactory opinion and report from its solicitors regarding any encumbrances, financial charges or claims registered or to be registered against the Project.

aa. The Lender shall require evidence of all corporate authorities together with an opinion of the Borrower's counsel as to usual matters such as corporate authorities, the absence of litigation, the delivery of the Security, and the execution of all Security listed above.

bb. The additional conditions shown in Schedule "D" hereto.

III. Availability

a. All advances to complete the construction of the Project shall be funded on a cost to complete basis supported by satisfactory inspection certificates, and in amounts not less than $100,000 and not more frequently than once per month. The initial advance will refinance the existing Fiera Capital 1st mortgage of approximately $20,000,000 as well as fund the first advance of the quarterly Interest Reserve. The Interest Reserve Account will be funded on a quarterly basis. The outstanding balance of all advances under the Loan Facility are, at all times, not to exceed $54,878,000.

b. All requests for advances shall in writing include the following, each in a form and substance satisfactory to, and subject to inspection by the Lender;
   (i) Details of costs in place and references to the Construction Budget.
   (ii) Certificate from the Lender's Cost Consultant indicating:
      (a) Cost of work in place;
      (b) That the work to date is in accordance with the plans and specifications previously submitted to the Lender;
      (c) Interest, the amount of holdbacks and cost to complete; and
      (d) Estimated completion date.
   (iii) Report from the Lender's legal counsel showing clear title.

c. Accumulated advances shall at no time exceed the cost of work in place less Borrower's Equity of $7,820,746, deposits utilized in the Project, prior charges, and holdbacks as required under applicable provincial lien legislation. In addition, the cost to complete net of deferred costs and deposits to be received shall at no time exceed the unadvanced portion of funds under the Facility.

d. The Lender reserves the right in its sole discretion, to make progress advances directly to the subtrades and/or suppliers, if the Borrower is in default or if advances are being diverted from the project. For each advance, the Borrower shall sign a Statutory Declaration satisfactory in substance to the Lender's legal counsel confirming that all loan proceeds are being used solely to pay for payables in respect to the Project, which are being financed by the Lender pursuant to the various Loan Facilities provided for in this Letter of Commitment (eg. third-party hard construction cost payables only), and for no other purposes whatsoever, either in respect to the Project or otherwise. Any use of any such funds for any purpose, either within the Project, or otherwise, except as set out herein, shall constitute a default of this Loan.

Borrower's Initials DS

DocuSign Envelope ID: 118E0BB1-A2C9-405B-991F-83C9B348F4B1

IV. Positive Covenants

a. *To Pay Fees.* The Borrower and the Guarantor jointly and severally agree to pay all Fees required pursuant to this Commitment on the dates required by this Commitment.

b. *Comply with Law*. The Borrower agrees to comply with all applicable federal, provincial and municipal laws, statutes, regulations, rules, by-laws orders, permits, licenses, authorizations, approvals, and all applicable common law or equitable principles, whether now or hereinafter in force pertaining to the Project, the Borrower and the Guarantor.

c. *Title*. The Borrower shall defend title to the Property and the Project for the benefit of the Lender against any action, proceedings, or claims.

d. *Permits*. Where the Loan Facility is intended to finance improvements to the Property, the Borrower has or will obtain prior to the commencement of construction, all permits, agreements, licenses, authorizations, or approvals (collectively, "**Permits**") necessary to permit the lawful construction, occupancy, operation and use of the Property, it shall maintain such Permits in good standing and in full force and effect, and shall not terminate, amend or waive any of its rights under any Permits without the Lender's prior written consent; and it is not aware of any proposed changes or any notices or proceedings relating to any Permits, including pending cancellation or termination thereof. The Borrower shall promptly notify the Lender of any changes, notices or proceedings that may arise.

e. *Insurance*. The Borrower will maintain continuous and uninterrupted insurance coverage in accordance with the requirements contained in **Schedule "B"** from the Closing Date until such time as the Lender confirms that the Loan Facility is paid in full and that it releases any interest it has in the Security.

f. *Project Bank Account*. The Borrower must establish a separate bank account at a financial institution acceptable to the Lender through which all advances and disbursements shall be made in respect to the Project.

g. *Ongoing Financial Disclosure and Reporting.* The Borrower and the Guarantor will provide:

   i. within one-hundred and eighty (180) days of each fiscal year end during the term of the Loan Facility, accountant prepared financial statements for the Borrower and each corporate Guarantor;
   ii. annually, updated financial statements and/or net worth statements for each Guarantor, a statement evidencing that property taxes for the Project are up to date, a certificate or binder evidencing insurance for the Project (or upon any change to insurance coverage being made, immediately following that change), a Client Information Form; and
   iii. such other financial and supporting information as the Lender may request.

h. Sales Reports by the 15th of each month in form and content satisfactory to the Lender, including copies of accepted sales agreements. Additions/Deletions and amendments from the previous month are to be highlighted;

i. *HST*. The Borrower and the Guarantor accept full responsibility for remittance and payment of any and all HST due pursuant to the Project, submission of HST credits or claims, and will provide monthly accounting of same to the Lender upon request.

j. *Letters of Credit.* The Borrower agrees that if the Lender is called upon to issue or to cause to be issued Letters of Credit as part of this Loan Facility, then the Borrower will be required to publish the date of substantial completion of the Project in an appropriate trade publication.

Borrower's Initials DS

DocuSign Envelope ID: 118E0BB1-A2C9-405B-991F-83C9B348F4B1

k. *Right to Inspect*. The Borrower acknowledges that the Lender may inspect or cause its cost consultant to inspect the Project at any time, at the expense of the Borrower.

l. If at any time during construction the actual costs incurred exceed the costs budgeted and approved by the Lender, the Borrower shall immediately so notify the Lender and if the Lender shall conclude that the aggregate undisbursed balance of the Loan Facility shall be or become insufficient to pay for the completion of construction of the Project and all expenses and charges in connection therewith, the Borrower shall contribute the amount of such excess toward the Project before any further disbursements of the Loan Facility shall be made by the Lender.

m. If a lien is filed against the Project or if the Borrower, a Guarantor or Lender receives notice that one is about to be filed, then, in addition to any other remedies it may have, the Lender shall not be required to make any further advance until such time as the said lien has been discharged.

n. *Right of Offset and Pre-Authorized Debit*. All appraisal, engineering, inspection, title, survey, legal, insurance review and other customary underwriting, inspection, securing or enforcement expenses of the Lender, shall be paid by the Borrower and may at the Lender's option be deducted from an advance under the Loan Facility. The Borrower hereby irrevocably directs and authorizes the Lender to pay such expenses and costs, together with any outstanding balance of the Commitment Fee, or any other amount due to the Lender, from and out of any advance of funds under this Loan Facility, in the event the same have not been paid at the time thereof.

o. *Indemnification*. The Borrower and the Guarantor shall indemnify and save harmless the Lender, its officers, agents, trustees, employees, contractors, licensees or invitees from and against any and all losses, damages, injuries, expenses, suits, actions, claims and demands of every nature whatsoever arising out of the provisions of this Commitment and the Security, any letters of credit or letters of guarantee issued, sale or lease of the Project and/or the use or occupation of the Project including, without limitation, those arising from the right to enter the Project from time to time and to carry out the various tests, inspections and other activities permitted by the Commitment and the Security. In addition to any liability imposed on the Borrower and any Guarantor under any instrument evidencing or securing the Loan Facility, the Borrower and Guarantor shall be liable for any and all of the Lender's costs, expenses, damages or liabilities, including, without limitation, all legal fees on a solicitor and own client basis, directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Project of any hazardous or noxious substances. The representations, warranties, covenants and agreements of the Borrower and the Guarantor set forth in this subparagraph:

   i. Are separate and distinct obligations from other obligations of the Borrower and the Guarantor;
   ii. Survive the payment and satisfaction of their other obligations and the discharge of the Security from time to time taken as security therefore;
   iii. Are not discharged or satisfied by foreclosure of the charges created by any of the Security; and
   iv. Shall continue in effect after any transfer of the land including, without limitation, transfers pursuant to foreclosure proceedings (whether judicial or non-judicial) or by any transfer in lieu of foreclosure.

p. *Canadian Anti-Money Laundering Legislation*. The Borrower and Guarantor acknowledge that, pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" laws (collectively, including any guidelines or orders thereunder, "AML Legislation", the Lender may

Borrower's Initials DS

DocuSign Envelope ID: 118E0BB1-A2C9-405B-991F-83C9B348F4B1

be required to obtain, verify and record information regarding the Borrower and Guarantor and their respective directors, authorized signing officers, direct or indirect shareholders or other Persons in control of the Borrower and Guarantor, and the transactions contemplated hereby. The Borrower and Guarantor shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by the Lender, in order to comply with any applicable AML Legislation, whether nor or hereafter in existence.

V. Negative Covenants

i. *No subsequent financing, liens*. The Borrower will not grant any pledge or otherwise encumber its interest in the Project (or any collateral property, if applicable), and no liens against the Project shall be created, issued, or incurred or permitted to exist without the prior written consent of the Lender in its sole discretion.

ii. *Borrower may not convey its interest*. The Borrower may not sell, transfer, assign, pledge or convey its interest in the Project or part thereof without the express written consent of the Lender.

iii. *No Assignment*. The Borrower may not assign this Commitment or any of its rights or interest hereunder, or delegate any obligations to be performed hereunder, without the prior written consent of the Lender. Any attempted assignment or delegation in contravention of this section is null and void and of no force or effect.

iv. *Voting Structure*. The voting control of the Borrower shall not change without the prior written consent of the Lender.

v. *Confidentiality*. The Borrower and the Guarantor acknowledge and agree that the terms and conditions recited herein are confidential between themselves and the Lender, its lawyer, cost consultant, insurance consultant and project monitor. The Borrower and the Guarantor agree not to disclose the information contained herein to a third party, other than their lawyer, without the Lender's prior written consent.

VI. General Terms & Conditions:

i. *Joint and Several*. The obligations of the Borrower and any Guarantor shall be the joint and several obligations of each such person or corporation comprising the Borrower or Guarantor unless otherwise specifically stated herein.

ii. *Sales of Units in the Project.* All purchasers and contracts of purchase and sale shall be satisfactory to the Lender and shall be for prices not less than the minimum prices set out in Schedule "C". The prices shall, unless and until revised by agreement, be set at 95% of the Lender's approved, appraised value of each unit. The Lender must be satisfied that all purchasers and offers to purchase are bona fide and that the purchasers must have the capabilities to fulfill their obligation to close and, where required, that purchasers have firm take-out loan commitments, at fixed rates, for durations sufficient to comply with the Project's timetable for delivery of the completed units.

iii. *Assignment/Syndication, Disclosure*. The Commitment and Security or any interest therein may be assigned or syndicated by the Lender, in whole or in part, without the consent of the Borrower or Guarantor. The Borrower and the Guarantor consent to the disclosure by the Lender to any such prospective assignee or participant of all information and documents regarding the Loan Facility, the Project, the Borrower, and the Guarantor within the possession or control of the Lender.

Borrower's Initials DS

DocuSign Envelope ID: 118E0BB1-A2C9-405B-991F-83C9B348F4B1

iv. *Erect a sign*. The Lender shall have the irrevocable right to erect a sign on the Project, at its own expense, indicating it has provided the financing on the Project during the period for which the financing or any portion thereof remains outstanding. The Lender may also refer to this Project in its advertising at any time after the first advance under the Loan Facility.

v. *Right of First Refusal - Future Funding*. The Lender shall have a right of first refusal to finance or arrange financing for any subsequent phases of development of which the Project forms a part, or any further development to be developed on the lands adjacent thereto and shall be given the first opportunity and a reasonable period of time, after delivery to the Lender of all reasonably requested information, to provide a commitment to fund such further development.

vi. *Privacy Legislation and Consent*. The Borrower and the Guarantor hereby (i) authorize the Lender to collect and use Personal Information to assess the ability of the Borrower and Guarantor to meet their financial obligations under the Loan Facility, including obtaining credit and other reports as required; (ii) grant the Lender permission to obtain, disclose, exchange Personal Information on an on-going basis with credit reporting agencies, prospective investors in the Loan Facility and financial institutions, their agents, or service providers, in order to determine and verify continuing eligibility for the Loan Facility and continuing ability to meet financial obligations; and (iii) agrees that this use, disclosure and exchange of Personal Information will continue until the date all obligations of the Borrower and Guarantor to the Lender are satisfied in full. **"Personal Information"** is all of the Borrower's or Guarantor's information that was collected by or delivered to the Lender in connection with this Commitment, and any information obtained by the Lender from time to time thereafter. To view our privacy policy, please go to https://www.cameronstephens.com/privacy-policy-disclaimer.

vii. *Counsel for Lender*. The Lender's lawyer will be:

David Markowitz — Schneider Ruggiero Spencer Milburn LLP

viii. *Counsel for Borrower*. The Borrower's lawyer will be:

Loopstra Nixon LLP	Reg Theriault
Name	Firm
Rtheriault@loonix.com	4167101783/7484751
Email	Telephone

ix. *Cost Consultant*. The Lender's cost consultant will be:

Turner & Townsend or Glynn Group

x. *No waiver*. No term or requirement of this Commitment may be waived or varied orally or by any course of conduct of the Borrower or anyone acting on its behalf or by any officer, employee or agent of the Lender. Any alteration or amendment to this Commitment must be in writing and signed by a duly authorized officer of the Lender and accepted by the Borrower and Guarantor. The waiver by the Lender of any breach or default by the Borrower of any provisions contained herein shall not be construed as a waiver of any other or subsequent breach or default by the Borrower. In addition, any failure by the Lender to exercise any rights or remedies hereunder or under the Security shall not constitute a waiver thereof.

xi. *Governing law*. The Commitment and Loan Facility shall be governed by and construed under the laws of the Province in which the mortgaged lands and the Project are situate.

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DocuSign Envelope ID: 118E0BB1-A2C9-405B-991F-83C9B348F4B1

xii. *Severability*. The Borrower and the Guarantor agree that if any one or more of the provisions contained in this Commitment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Lender, not affect any or all other provisions of this Commitment and this Commitment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

xiii. *Time*. Time is of the essence in this Commitment.

xiv. *No Merger*. The representations, warranties, covenants and obligations herein set out shall not merge or be extinguished by the execution or registration of the Security but shall survive until all obligations under this Commitment and the Security have been duly performed and the Loan Facility, interest thereon and any other moneys payable to the Lender are repaid in full. In the event of any inconsistency or conflict between any of the provisions of the Commitment and any provision or provisions of the Security, the Commitment will prevail, and the failure to include any term in the Security that is set out in the Commitment shall not be an inconsistency.

xv. *Limitation of Liability*. Neither the Lender nor any of its investors nor any of their respective assets shall be subject to any actions, proceedings, losses, damages, liabilities, claims, demands, costs or expenses of any kind or nature made by or on behalf of the Borrower and/or Guarantor arising from or relating to, directly or indirectly, the Loan Facility, including the making or administration of the Loan Facility or any default or other act or omission by the Lender or its investors under or relating to the Loan Facility or any of the Loan Facility documents, and the Borrower and Guarantor hereby agree to indemnify and save the Lender and its investors harmless from and against all such matters.

xvi. *Entire Agreement*. This Commitment, when signed, represents the entire agreement between the parties hereto and supersedes all prior agreements, representations, warranties or understandings between the parties whether written or verbal. Any amendment, variation or alteration of this agreement must be done in writing and be executed by a properly authorized representative of the Lender.

xvii. *Enurement*. This Commitment is binding upon the Parties and shall enure to the benefit of the legal successors and permitted assigns of the Parties.

xviii. *No Entitlement to Interest.* The Borrower shall not be entitled to receive any interest or other investment earnings on any reserve or deposits held by or on behalf of the Lender, whether or not earned or arising from time to time.

20. Representations and Warranties of the Borrower and Guarantor:

a. *Generally*. The Borrower and the Guarantors represent and warrant and will execute documentation attesting that there has been no material adverse change in the financial condition or operations of either the Borrower or Guarantor, as reflected in the financial statements used to evaluate the application for credit; no pending adverse claims; no outstanding judgments; no defaults under other agreements relating to the Project; preservation of assets; no undefended material actions, suits or proceedings; payment of all taxes; no consents, approvals or authorizations necessary in connection with documentation; compliance of construction of Project with all laws; that it will substantially complete the Project in accordance with plans and specifications; to obtain all necessary approvals for construction and use of the Project; no other charges against mortgaged lands except permitted encumbrances; all necessary services are available to the Project; no pollutants, dangerous substances, liquid waste, industrial waste, toxic substances, hazardous wastes, hazardous materials, hazardous substances, or contaminants have been or will be manufactured, used, stored, discharged or present on the mortgaged lands, and the mortgaged lands are not currently the subject of remediation or clean-up, there has not been and is no prior, existing, or threatened investigation, action, proceeding, notice, order, conviction, fine, judgment, claim directive or lien of any nature or kind against or affecting the Project relating to environmental laws, and the Borrower shall warrant such other reasonable matters as Lender or its legal counsel may require.

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b. *Purpose of the Loan Facility*. The Borrower and the Guarantor represent and warrant that the Loan Facility is for the Borrower's benefit, to be used solely to fund the Project purpose indicated in this Commitment.

c. *Completeness of information provided*. The Borrower and the Guarantor represent and warrant that all information provided to the Lender with respect to the Project, the Borrower, the Guarantor, and contained in the Security is complete, accurate and true.

d. *Residency Status*. The Borrower represents and warrants that it is not now a non-resident of Canada within the meaning of the Income Tax Act (Canada) and covenants that it will not become a non-resident of Canada at any time prior to the discharge of the Mortgage and the Security.

21. Events of Default:

Without limiting the entitlement of the Lender to demand repayment of the Loan Facility at any time, or any other rights of the Lender under this Commitment that are repayable upon demand, upon the occurrence of any one of the following events (each an "**Event of Default**"), the obligation of the Lender to make any further advances under the Loan Facility shall terminate immediately and the Lender may, by written notice to the Borrower, declare all of the unpaid principal, accrued interest or costs of the unpaid Loan Facility immediately due and payable, whereupon the same shall become due and payable forthwith, and the Lender may exercise any and/or all remedies available to it at law or in equity or as contemplated in this Commitment:

a. The Borrower fails to make any payment of interest or principal or other amount payable to the Lender pursuant to this Commitment, including the Commitment Fee, or the Security when it is due;

b. If there is a default or breach of any covenant, condition or term contained in this Commitment or the Security;

c. If there has been any material discrepancy or inaccuracy in any information, statements, representations or warranties made or furnished to the Lender by or on behalf of the Borrower, or if any of them fail to furnish information required to substantiate the original representations made to the Lender;

d. Any bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for the relief of debtors are instituted by or against the Borrower;

e. All or any portion of the mortgaged lands are expropriated;

f. The mortgaged lands are subject to a restraint order under the *Controlled Drugs and Substances Act* (Canada) or similar order under any law, or the Borrower or any other person uses or has used the mortgaged lands or the Project for any purpose in violation of that act; or

g. There occurs or is reasonably likely to occur, in the sole discretion of the Lender, a change that has or could be reasonably expected to have a material adverse effect on: (i) the value or marketability of the Project or the Property (including, without limitation, the physical, environmental, or financial condition of the Property), or (ii) the financial or other condition of any Borrower or Guarantor or their ability to observe and perform any of their respective covenants and obligations hereunder.

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Jefferson Properties Limited Partnership
39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
February 3, 2022

If the terms and conditions of this Commitment, including all Schedules attached hereto, are acceptable, please so indicate by signing the Acceptance of Mortgage Commitment and returning a complete copy (including all Schedules) to the writer's attention by February 8, 2022.

If a fully executed copy of the Commitment is not accepted and delivered to the Lender by February 8, 2022 this Commitment shall be null and void.

Please ensure that the Commitment Fee is provided in accordance with Section 11.

Upon receipt of the signed Commitment, Cameron Stephens will pursue approval with its syndication partner. If Cameron Stephens is unsuccessful in obtaining a syndication partner on terms acceptable to Cameron Stephens in its sole discretion, you will be notified, the "Good Faith" payment will be refunded, and you will be released from any obligation to pay any remaining fees.

Yours very truly,

Cameron Stephens Mortgage Capital Ltd.

DocuSigned by:
Scott Cameron
288DD0EFE3434B0...
Scott Cameron
Chairman & CEO

DocuSigned by:
Ian Wilson
0027A0B2BE3E4D7...
Ian Wilson
Senior Director, Mortgage Origination

DocuSigned by:
Daniel Leitch
5B46A5566F9E43E...
Daniel Leitch
Assistant Vice President

DocuSigned by:
Giuliana Mauro
4891BA1CE8E6447...
Giuliana Mauro
Vice President

Acceptance of Mortgage Commitment

By signing below, the Borrower and Guarantor acknowledge that they: (i) had sufficient time and opportunity to review, consider and obtain any desired independent legal advice with respect to the terms and conditions of the Commitment, including all Schedules thereto; (b) have read and understands the terms, conditions and obligations of the Commitment; and (c) voluntarily accept the Commitment.

Signed this 4th day of February, 2022.

Jefferson Properties Limited Partnership (in its capacity as **Borrower**)
By its General Partner 2011836 Ontario Corp.
Per:

DocuSigned by:
16CD856335A9491...
Print Name: Fanseay Wang
I have authority to bind the corporation

DocuSigned by:
16CD856335A9491...
Fangxi (Fanseay) Wang
(in his/her capacity as **Guarantor**)

Witness:

Borrower's Initials DS

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Schedule "A" – Additional Fees Payable by the Borrower

All fees are exclusive of Sales Taxes.

Description	Estimated Fee	Comments
Mortgage statement for information or discharge purposes; billing statement	$50	Per statement.
Title search (per PIN)	Actual cost, without mark-up.	For title searches conducted after the Mortgage is advanced to ensure compliance with terms of the Commitment and Mortgage.
NSF Cheque or failed debit under EFT plan	$100	Per occurrence.
Advance Fee	$350	At the time of any advance, per advance.
Demand Letter and Bankruptcy and Insolvency Act Notification	The Lender's cost, without mark-up.	Per occurrence.
Final or Partial Discharge of Mortgage	$550, plus registration costs.	Per discharge document or registered instrument.
Tax Certificates	$50 administrative fee, plus the cost of the certificate, without mark-up.	Per certificate.
Amendment Fee	$4,000	Per amendment document. **Note: Fees outlined relate to minor "administrative nature" amendments only. Should there be a material loan amendment, fees will be assessed on a case-by-case basis.**
Ad hoc services requested by the Borrower	$150 per hour, plus expenses without mark-up.	Provided at the Lender's discretion following a written request by the Borrower.

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Jefferson Properties Limited Partnership
39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
February 3, 2022

Schedule "B" - Insurance Requirements

HAZARD INSURANCE REQUIREMENTS

PROPERTY UNDER CONSTRUCTION

It is clearly understood and agreed that the insurance requirements contained herein are a minimum guide and, although they must be adhered to throughout the life of the Mortgage, they in no way represent the Lender's opinion or advice as to the full scope of insurance coverage a prudent Borrower would arrange to adequately protect its interest.

If the Borrower fails to take out or to keep in force or provide the Lender with evidence of such minimum insurance as is required hereunder, then the Lender may, but shall not be obligated to, take out and keep in force such insurance for the benefit of the Lender, at the immediate sole cost and expense of the Borrower.

A GENERAL CONDITIONS:

1. All insurance policies shall be in a form and with insurers reasonably acceptable to the Lender. Deductibles, where used, will be allowed only as they may be reasonably acceptable to the Lender.

2. The Mortgagor will provide the Lender with satisfactory evidence that the required insurances are in place.

3. **The Lender retains the right to update and change the requirements at any time during the term of the mortgage agreement.**

4. The Mortgagor shall be a Named Insured on all policies.

5. All losses will be payable to the Lender as First Mortgagee and Loss Payee and the policies will include an Insurance Bureau of Canada Standard Mortgage Clause.

   If there is currently a First Mortgage on the property, then the Lender will show as Mortgagee and Loss Payee as their interest may appear, until the insurer has received a release of interest from the prior lender at which time the policies will be endorsed to show the Lender as First Mortgagee and Loss Payee.

6. The policy shall contain a clause that the Insurer will neither terminate nor alter the policy to the prejudice of the Lender except by registered letter to the Lender giving notification of at least thirty (30) days. The Mortgagor will replace any terminated policy providing similar coverage with no cessation in coverage.

7. In no event shall the amount of insurance under Section B or C be less than the full contract price of the project including reasonable soft costs.

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Jefferson Properties Limited Partnership
39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
February 3, 2022

HAZARD INSURANCE REQUIREMENTS
PAGE 2
CONSTRUCTION PERIOD

B - PROPERTY INSURANCE:

The Mortgagor will insure and keep insured for the full term of the construction period:

1. All-Risk Builder's Risk Form in the full amount of the estimated completed construction cost.
2. To include Flood, Earthquake and Sewer Back Up
3. The policy shall allow for partial or complete occupancy

C – EQUIPMENT BREAKDOWN INSURANCE (BOILER AND MACHINERY)

The Mortgagor will also maintain Equipment Breakdown Insurance to cover all building equipment and machinery (and production machinery, if applicable) for explosion, electrical loss or damage and mechanical breakdown. Such coverage shall include testing.

D – BUSINESS INTERRUPTION INSURANCE:

The Mortgagor will effect and maintain Business Interruption Insurance on the form known as Delayed Income, (or its equivalent) for loss resulting from those perils covered by the insurance described above in Sections (B) and (C). The period of indemnity will not be less than twelve months. The coverage will provide for not less than 100% of such loss of profits or rent.

E – LIABILITY:

The Mortgagor will effect and maintain Public Liability Insurance in an amount of not less than $10,000,000, per occurrence, on either a Comprehensive General Liability or Commercial General Liability basis. The policy will name the Mortgagee as an Additional Insured (but only in respect to liability arising out of the operations of the Mortgagor).

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Jefferson Properties Limited Partnership
39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
February 3, 2022

Schedule "C" – Minimum Selling Prices

Sold Units

Standard Townhouse Units

Unit No.	Block No.	Lot No.	Stacked or Standard	Square Feet	Sales Status	Purchaser Last Name	Purchaser First Name	Mortgage Approval (Y/N)	Gross Sale Price	Gross Sale Price PSF	Sale Price HST	Net Sale Price
B02	B	2	Standard	1,905	Firm	Ahmed	Ashfaque	Yes	$ 1,178,990	$ 619	$ 114,397	$ 1,064,593
B03	B	3	Standard	1,905	Firm	Abdou	Amr	Waived	$ 1,178,990	$ 619	$ 114,397	$ 1,064,593
B04	B	4	Standard	1,905	Firm	Mohammadesmaeil	Rouzbeh	Yes	$ 1,038,990	$ 545	$ 98,291	$ 940,699
B05	B	5	Standard	1,905	Firm	Naime Ciaccia	Nadira Antonieta	Yes	$ 1,038,990	$ 545	$ 98,291	$ 940,699
B06	B	6	Standard	2,080	Firm	Hamid	Rana	Yes	$ 1,168,990	$ 562	$ 113,247	$ 1,055,743
A07	A	7	Standard	2,080	Firm	Bekerman	Natalie	Yes	$ 1,198,990	$ 576	$ 116,698	$ 1,082,292
A08	A	8	Standard	1,905	Firm	Lee	Hsin Yang	Yes	$ 1,098,990	$ 577	$ 105,194	$ 993,796
A09	A	9	Standard	1,905	Firm	Lam	Tsz-Sing	Yes	$ 1,178,990	$ 619	$ 114,397	$ 1,064,593
A10	A	10	Standard	1,905	Firm	Khajevand	Vahid	Yes	$ 1,178,990	$ 619	$ 114,397	$ 1,064,593
A11	A	11	Standard	1,905	Firm	Na	Ho Hyun	Yes	$ 1,098,990	$ 577	$ 105,194	$ 993,796
D13	D	13	Standard	1,705	Firm	Gurshumov	Victoria	Yes	$ 918,990	$ 539	$ 84,486	$ 834,504
D14	D	14	Standard	1,530	Firm	Ikram	Shoaib	Yes	$ 868,990	$ 568	$ 78,733	$ 790,257
D15	D	15	Standard	1,705	Firm	Hashmi	Jamshaid	Yes	$ 928,990	$ 545	$ 85,636	$ 843,354
C16	C	16	Standard	1,705	Firm	Singh	Harpreet	Yes	$ 968,990	$ 568	$ 90,238	$ 878,752
C17	C	17	Standard	1,530	Firm	Inc.	COVE	Yes	$ 898,990	$ 588	$ 82,185	$ 816,805
C18	C	18	Standard	1,705	Firm	Xu	Ying	Yes	$ 978,990	$ 574	$ 91,388	$ 887,602
C19	C	19	Standard	1,705	Firm	Shan	Wen	Yes	$ 988,990	$ 580	$ 92,539	$ 896,451
C20	C	20	Standard	1,530	Firm	Exeter	Aaron	Yes	$ 908,990	$ 594	$ 83,335	$ 825,655
C21	C	21	Standard	1,705	Firm	Singh	Amritpal	Yes	$ 978,990	$ 574	$ 91,388	$ 887,602
D22	D	22	Standard	1,705	Firm	Dessources	David	Yes	$ 938,990	$ 551	$ 86,786	$ 852,204
D23	D	23	Standard	1,530	Firm	Gozukara	Cengiz	Yes	$ 878,990	$ 575	$ 79,884	$ 799,106
D24	D	24	Standard	1,705	Firm	Chen	Jie	Yes	$ 928,990	$ 545	$ 85,636	$ 843,354
F25	F	25	Standard	2,970	Firm	Khalaj	Ramin	Yes	$ 1,274,398	$ 429	$ 125,373	$ 1,149,025
F26	F	26	Standard	2,305	Firm	Bielas	Nicole	Yes	$ 1,155,990	$ 502	$ 111,751	$ 1,044,239
F27	F	27	Standard	2,885	Firm	LEEKHA	SANJEEVAND SANJANA	Yes	$ 1,338,990	$ 464	$ 132,804	$ 1,206,186
F28	F	28	Standard	2,885	Firm	Cai	Zhijun	Yes	$ 1,225,990	$ 425	$ 119,804	$ 1,106,186
F29	F	29	Standard	2,970	Firm	Guo	Fei	Yes	$ 1,260,990	$ 425	$ 123,831	$ 1,137,159
E30	E	30	Standard	2,970	Firm	Yuzhen	Song	Yes	$ 1,260,990	$ 425	$ 123,831	$ 1,137,159
E31	E	31	Standard	2,305	Firm	Hu	Bin	Yes	$ 1,155,990	$ 502	$ 111,751	$ 1,044,239
E32	E	32	Standard	2,305	Firm	Huang	Zhigang	Yes	$ 1,155,990	$ 502	$ 111,751	$ 1,044,239
E33	E	33	Standard	2,885	Firm	Chen	Ci	Yes	$ 1,338,990	$ 464	$ 132,804	$ 1,206,186
E34	E	34	Standard	2,885	Firm	Hu	Xiaoyan	Yes	$ 1,225,990	$ 425	$ 119,804	$ 1,106,186
E35	E	35	Standard	2,305	Firm	Minas	Liyon	Yes	$ 1,155,990	$ 502	$ 111,751	$ 1,044,239
Total		34		68,830				32	$ 36,098,078	$ 524	$ 3,451,991	$ 32,646,087

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Jefferson Properties Limited Partnership
39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
February 3, 2022

Stacked Townhouse Units

Unit No.	Block No.	Lot No.	Stacked or Standard	Square Feet	Sales Status	Purchaser Last Name	Purchaser First Name	Mortgage Approval (Y/N)	Gross Sale Price	Gross Sale Price PSF	Sale Price HST	Net Sale Price
G101	G	101	Stacked	895	Firm	WU AND ZHENG	LIHONG AND QI HUAN	Yes	$ 868,900	$ 971	$ 78,723	$ 790,177
G102	G	102	Stacked	1,385	Firm	RAMIREZ	GLORIA ANDRADE AND MARIO CRUZ	Yes	$ 1,068,990	$ 772	$ 101,742	$ 967,248
G103	G	103	Stacked	1,160	Firm	AGWUEGBO	IFEOMA P	Yes	$ 968,990	$ 835	$ 90,239	$ 878,751
G104	G	104	Stacked	855	Firm	CHUEN HO YIU AND CHRISTINE RODRIGUES	BRIAN AND SHARON	Yes	$ 838,990	$ 981	$ 75,284	$ 763,706
G105	G	105	Stacked	1,345	Firm	Dar,Nizami	SHAHNAZ AND SYED VIJDAN	No	$ 1,038,990	$ 772	$ 98,294	$ 940,696
G106	G	106	Stacked	1,130	Firm	WANG	YANYUN	Yes	$ 938,990	$ 831	$ 86,790	$ 852,200
G107	G	107	Stacked	855	Firm	KONG AND WANG	XIANG QIONG and MENG HAN	Yes	$ 838,990	$ 981	$ 75,287	$ 763,703
G108	G	108	Stacked	1,345	Firm	SETHI	ENA	No	$ 1,038,990	$ 772	$ 98,297	$ 940,693
G109	G	109	Stacked	1,130	Firm	ALMEIDA AND CABREIRO	ANTONIO OTILIA D CABREIRO	Yes	$ 938,990	$ 831	$ 86,793	$ 852,197
G110	G	110	Stacked	855	Firm	ALIREZA SADEGHI	SEYED	Yes	$ 838,990	$ 981	$ 75,290	$ 763,700
G111	G	111	Stacked	1,345	Firm	PERETT	ELIZAVETA AND IOURI	Yes	$ 1,038,990	$ 772	$ 98,300	$ 940,690
G112	G	112	Stacked	1,130	Firm	PANAGAKOS AND UZGUR	JACOB SAMUEL AND RUKIYE	Yes	$ 938,990	$ 831	$ 86,796	$ 852,194
G113	G	113	Stacked	895	Firm	ZHANG	FAN	Yes	$ 868,990	$ 971	$ 78,744	$ 790,246
G114	G	114	Stacked	1,385	Firm	EHSANISERESHT AND SANAEI ESFAHANI	NEDA AND ALI	Yes	$ 1,068,990	$ 772	$ 101,754	$ 967,236
G120	G	120	Stacked	1,035	Firm	LOUIZA	ZAHIROLESLAM-ZADEH	No	$ 898,990	$ 869	$ 82,202.7	$ 816,787
H201	H	201	Stacked	895	Firm	Kim	Dukuh	Yes	$ 768,990	$ 859	$ 67,247.9	$ 701,742
H202	H	202	Stacked	1,385	Firm	Hassan	Sameh	Yes	$ 978,990	$ 707	$ 91,408.2	$ 887,582
H203	H	203	Stacked	1,160	Firm	Saleem	Amjad	Yes	$ 878,990	$ 758	$ 79,904.8	$ 799,085
H204	H	204	Stacked	855	Firm	Sharma	Manjiv	Yes	$ 738,990	$ 864	$ 63,799.6	$ 675,190
H205	H	205	Stacked	1,345	Firm	Rathee	Akanksha	Yes	$ 988,990	$ 735	$ 92,561.7	$ 896,428
H206	H	206	Stacked	1,130	Firm	Lee	P.L.	Yes	$ 838,990	$ 742	$ 75,306.0	$ 763,684
H207	H	207	Stacked	855	Firm	Lee	Katelyn	Yes	$ 738,990	$ 864	$ 63,802.6	$ 675,187
H208	H	208	Stacked	1,345	Firm	SAROSH	SHAHANA	Yes	$ 988,990	$ 735	$ 92,564.7	$ 896,425
H209	H	209	Stacked	1,130	Firm	Panacci	Steven	Yes	$ 838,990	$ 742	$ 75,309.0	$ 763,681
H210	H	210	Stacked	855	Firm	Lau	Jackelyn	Yes	$ 738,990	$ 864	$ 63,805.6	$ 675,184
H211	H	211	Stacked	1,345	Firm	Paramasivam	Ahrooran	Yes	$ 988,990	$ 735	$ 92,567.7	$ 896,422
H212	H	212	Stacked	1,130	Firm	Khan	Wafeeqa	Yes	$ 838,990	$ 742	$ 75,312.0	$ 763,678
H213	H	213	Stacked	895	Firm	Pandya	Koonal	Yes	$ 758,990	$ 848	$ 66,109.5	$ 692,881
H214	H	214	Stacked	1,385	Firm	Wang	Lei	Yes	$ 968,990	$ 700	$ 90,269.8	$ 878,720
H215	H	215	Stacked	1,160	Firm	Shahid	Ghezal	No	$ 868,990	$ 749	$ 78,766.4	$ 790,224
H216	H	216	Stacked	1,035	Firm	Khan	Asif	Yes	$ 798,990	$ 772	$ 70,714.3	$ 728,276
H217	H	217	Stacked	1,010	Firm	OKEZIE	JAYIKE OBIANERI	Yes	$ 798,990	$ 791	$ 70,715.3	$ 728,275
H218	H	218	Stacked	1,010	Firm	VASILACHE	GEORGE AND MARICELA LUMINITA	Yes	$ 798,990	$ 791	$ 70,716.3	$ 728,274
H219	H	219	Stacked	1,010	Firm	Zaman	Nasreen Mehmud	Yes	$ 818,990	$ 811	$ 73,018.2	$ 745,972
H220	H	220	Stacked	1,035	Firm	Ogunleye	Olugbenga	Yes	$ 808,990	$ 782	$ 71,868.7	$ 737,121
I301	I	301	Stacked	895	Firm	Boyinepally	Vijay	Yes	$ 768,990	$ 859	$ 67,267.9	$ 701,722
I302	I	302	Stacked	1,385	Firm	Holdings	Inc.	Yes	$ 978,990	$ 707	$ 91,428.2	$ 887,562
I303	I	303	Stacked	1,160	Firm	Khan	Mahrukh	Yes	$ 878,990	$ 758	$ 79,924.8	$ 799,065
I304	I	304	Stacked	855	Firm	Caleb	Gavin	Yes	$ 738,990	$ 864	$ 63,819.6	$ 675,170
I305	I	305	Stacked	1,345	Firm	Khawar	Khawaja	Yes	$ 938,990	$ 698	$ 86,829.5	$ 852,161
I306	I	306	Stacked	1,130	Firm	Ahmed	Syed	Yes	$ 888,990	$ 787	$ 81,078.2	$ 807,912
I307	I	307	Stacked	855	Firm	Paramanathan	Mahendran	Yes	$ 738,990	$ 864	$ 63,822.6	$ 675,167
I308	I	308	Stacked	1,345	Firm	BHUGRA	CHITRA	Yes	$ 988,990	$ 735	$ 92,584.7	$ 896,405
I309	I	309	Stacked	1,130	Firm	Sinha	Mirza	Yes	$ 838,990	$ 742	$ 75,329.0	$ 763,661
I310	I	310	Stacked	855	Firm	Khan	Raja	Yes	$ 738,990	$ 864	$ 63,825.6	$ 675,164
I311	I	311	Stacked	1,345	Firm	Chandravathanan	Surendran	Yes	$ 938,990	$ 698	$ 86,835.5	$ 852,155
I312	I	312	Stacked	1,130	Firm	Thiyagarajah	Pirabahiny	Yes	$ 838,990	$ 742	$ 75,332.0	$ 763,658
I313	I	313	Stacked	895	Firm	Nahabet	Vicky	Yes	$ 758,990	$ 848	$ 66,129.5	$ 692,861
I314	I	314	Stacked	1,385	Firm	Canada	Holdings	Yes	$ 968,990	$ 700	$ 90,289.8	$ 878,700
I315	I	315	Stacked	1,160	Firm	Battaglia	Brian	Yes	$ 868,990	$ 749	$ 78,786.4	$ 790,204
I316	I	316	Stacked	1,035	Firm	HEJRAN	AHMAD ROSHED	Yes	$ 858,990	$ 830	$ 77,636.9	$ 781,353
I317	I	317	Stacked	1,010	Firm	ODIADI AND EZZEH	LEONARD OKECHUKWU AND ANTHONY OKEY	Yes	$ 798,990	$ 791	$ 70,735.3	$ 728,255
I319	I	319	Stacked	1,010	Firm	SOHNI BEAUTY AND SLIMMING INC AND SHAHNAZ DAR	SOHNI BEAUTY AND SLIMMING INC AND SHAHNAZ DAR	No	$ 798,990	$ 791	$ 70,737	$ 728,253
I320	I	320	Stacked	1,035	Firm	Lyons	Halina	Yes	$ 868,990	$ 840	$ 78,791	$ 790,199
Total		**60**		**59,675**				**49**	**$ 47,345,370**	**$ 793**	**$ 4,301,490**	**$ 43,043,880**

Borrower's Initials DS

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Unsold Units

Unit No.	Block No.	Lot No.	Stacked or Standard	Square Feet	Sales Status	Gross List Price	Gross List Price PSF	List Price HST	Net List Price
B01	B	1	Standard	2,550	Available	$ 1,336,200	$ 524	$ 132,483	$ 1,203,717
A12	A	12	Standard	2,080	Available	$ 1,089,920	$ 524	$ 104,150	$ 985,770
E36	E	36	Standard	2,970	Available	$ 1,556,280	$ 524	$ 157,802	$ 1,398,478
G115	G	115	Stacked	1,160	Available	$ 919,880	$ 793	$ 84,601	$ 835,279
G116	G	116	Stacked	1,035	Available	$ 820,755	$ 793	$ 73,198	$ 747,557
G117	G	117	Stacked	1,010	Available	$ 800,930	$ 793	$ 70,918	$ 730,012
G118	G	118	Stacked	1,010	Available	$ 800,930	$ 793	$ 70,919	$ 730,011
G119	G	119	Stacked	1,010	Available	$ 800,930	$ 793	$ 70,920	$ 730,010
I318	I	318	Stacked	1,010	Available	$ 800,930	$ 793	$ 70,959	$ 729,971

Borrower's Initials DS

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Jefferson Properties Limited Partnership
39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
February 3, 2022

Schedule "D" – Cost Consultant Requirements

The Lender must be satisfied of the following additional requirements prior to the advance of any funds under the Loan Facility:

Non-Revolving Construction Loans

1. Confirmation of Borrower's Equity

2. Review of the purchaser deposit schedule as provided by the Borrower

3. Review of the Borrower's proposed project budget and comment on the adequacy of same. Hard costs are to be supported by trade contracts. In the event trade contracts are not available, costs are to be based on industry standards.

4. Review of all major trade contracts such as:

   Foundations Formwork;
   Concrete and drain;
   Lumber;
   Carpentry;
   Brick, Drywall, and;
   Finishing contracts
   Review of all contracts to also include:
   Confirmation that contractual obligations are complete on completion of each unit, and
   Obtain copies of all major contracts.

5. Review of all change orders in respect of contract work to ensure adequacy of cost(s) and provide any suitable recommendations.

6. Review of the project plans and specifications in the context of budget preparation.

7. Review of soil tests and environmental audits to understand how the analysis and recommendations therein will impact the project construction budget and ascertain that any recommendations therein appear to be incorporated into the plans and specifications.

8. Review the Borrower's construction time schedule in the context of the project plans and specifications, general contract and head contracts with a view to determining that it is realistic.

9. Review all material cost items which are or ought to be included in the project budget with a view to determining that such allowances are reasonable, adequate, and complete.

10. Review insurance certificates to ensure that the sum insured, insured parties, loss payable and period of coverage is appropriate. (This does not include a detailed review of the policies themselves. We are not qualified insurance experts and a proper review should only be undertaken by a specialist insurance consultant).

11. Review such documents and data as is made available to the Lender in the course of reviewing the project budget with a view to ensuring to the fullest reasonable extent the adequacy of such budget, including but not restricted to:

    Building Permits;
    Land Purchase Agreement;
    The Lender's Commitment Agreement;
    Development and other Municipal and Regional Agreements;
    Management Agreements; and
    Consultants' Agreements including Design, Sales, Marketing, Management and Legal.

Borrower's Initials DS

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12. During any period of construction related site activity or actual construction within the project, submit monthly inspection and cost reports in order for the Lender to process the advance. The monthly report shall incorporate the following:

    Funding and advance calculation pursuant to the Letter of Commitment;
    Confirmation of up to date sales and closing schedule provided by the Borrower;
    Confirmation of work-in-place, cost-to-complete and holdback amounts;
    Site inspection including photographs of all units under construction;
    Confirmation from the project consultants and municipal building department that the work has been constructed in accordance with approved plans and specifications, applicable building codes and municipal by-laws and regulations;

13. Review of all cancelled cheques against bank statement and confirmation that same are all project related and are pursuant to current payable listing.

14. Such other services as the Project Monitor may be directed to perform from time to time.

Note: The Lender reserves the right to instruct the Project Monitor to provide such a monthly report, at any time and at its sole discretion, regardless of whether the Borrower has made a formal draw request for funds or actually utilized the construction Loan Facility.

Borrower's Initials DS

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CAMERON STEPHENS

MORTGAGE CAPITAL

February 18, 2022

Jefferson Properties Limited Partnership
c/o AmerCan Corporation
5 Vernham Avenue
Toronto, ON M2L 2B1

Attention: Mr. Fanseay Wang

Re: Commitment for Mortgage Financing – Richmond Hill Grace – 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

Cameron Stephens Mortgage Capital Ltd. is pleased to advise that the Commitment Letter dated February 3, 2022 has been approved by our syndication partner **subject to the following changes**:

7. Financing Program

Revised

			96		142,340	
Uses	**Total**		**Per Unit**		**Per SF**	**% of Costs**
Land Value	$	17,265,000	$	179,844	$ 121	22.50%
Development Charges	$	7,726,888	$	80,488	$ 54	10.07%
Servicing Costs	$	3,710,010	$	38,646	$ 26	4.84%
Construction Costs	$	29,630,036	$	308,646	$ 208	38.62%
Selling Costs	$	4,039,670	$	42,080	$ 28	5.27%
Soft Costs	$	6,075,639	$	63,288	$ 43	7.92%
Interest Cost	$	3,531,787	$	36,789	$ 25	4.60%
Commitment Fee - CSMC	$	658,536	$	6,860	$ 5	0.86%
Construction Contingency	$	2,416,190	$	25,169	$ 17	3.15%
Development Contingency	$	1,511,714	$	15,747	$ 11	1.97%
Development Management Fee	$	158,249	$	1,648	$ 1	0.21%
Total Uses of Funds	**$**	**76,723,719**	**$**	**799,205**	**$ 539**	**100.00%**
Sources	**Total**		**Per Unit**		**Per SF**	**% of Costs**
CSMC Construction Loan	$	54,878,000	$	571,646	$ 386	71.53%
Purchaser Deposits	$	10,245,024	$	106,719	$ 72	13.35%
Deferred Costs	$	3,779,949	$	39,374	$ 27	4.93%
Borrower's Equity	$	7,820,746	$	81,466	$ 55	10.19%
Total Source of Funds	**$**	**76,723,719**	**$**	**799,205**	**$ 539**	**100.00%**

Notes:

1. **Interest Cost** is calculated as follows:
   $54,878,000 x 4.95% x 65% Utilization x 24 Months
2. **Commitment Fee – CSMC** is calculated as follows:
   $54,878,000 x 1.20%
3. **Purchaser Deposits** are based on pre-occupancy deposits only, based on the 87 presales achieved to date. Use of any deposits greater than $10,245,024 will cause a $1 for $1 reduction under the Construction Facility.
4. **Deferred Costs** are comprised of the following:

Deferred Costs	Deferred Costs Amount ($)		% of Costs
Construction Costs	$	196,000	0.32%
Warranty Expense	$	192,000	0.31%
Sales Commission - Broker	$	438,500	0.31%
Sales Commission - Co-op Broker	$	2,788,000	1.96%
Legal Fees - Condo Registration - Post Closing Matters	$	7,200	0.01%
Development Management Fee	$	158,249	4.19%
Total Deferred Costs	**$**	**3,779,949**	**4.93%**

5. **Borrower's Equity** is comprised of $7,443,866 of Cash Equity and $376,880 of Appraisal Surplus.

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19. Conditions

II. Pre-Funding Deliverables:

k. The Borrower shall have provided evidence in sufficient detail, satisfactory to the Lender and verified by the Lender's Cost Consultant, that the total costs for the Project, including land, hard and soft costs and interest during the construction and the sell-out period shall not exceed $76,723,719 excluding HST costs as detailed under the Financing Program. This shall include receipt and approval by the Lender and the Cost Consultant, as to both form and content, of a fixed price general contract (CCDC 2) from ~~a general contractor or contractors approved by the Lender~~ Mondconsult Limited which contract(s) shall be specifically assigned to the Lender as recommended by the Cost Consultant with acknowledgement from the general contractor(s) or shall be the subject of tri-party agreement(s) satisfactory to the Lender.

At the recommendation of the Cost Consultant, without limiting the foregoing, fixed price contracts/signed formal construction quotes may be required to be in place for the forming concrete work, electrical, plumbing, HVAC, windows and any contract greater than $500,000.

Cost Consultant Review to include verification of the reputation, qualification and capabilities of all major trades and make its recommendation with respect to the requirement for any Performance and Payment Bonds for major trades and suppliers (and where same have been required by Lender, confirming the same are in form and content acceptable to the Project Monitor), otherwise, where bonding is to be waived, waiving to be approved by QS.

All other Pre-Funding Deliverables remain unchanged.

VI. General Terms & Conditions:

Revised

ix. *Cost Consultant.* The Lender's cost consultant will be:

Turner & Townsend ~~or Glynn Group~~

Note: CSMC will require confirmation of Professional Liability Insurance (Errors & Omissions) to the Lender's satisfaction.

All other General Terms & Conditions remain unchanged.

DS

Borrower's Initials _____

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Jefferson Properties Limited Partnership
39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
February 17, 2022

If the terms and conditions of this Syndication Waiver, including all Schedules attached hereto, are acceptable, please so indicate by signing the Acceptance of Mortgage Commitment and returning a complete copy (including all Schedules) to the writer's attention by February 23, 2022.

If a fully executed copy of the Syndication Waiver is not accepted and delivered to the Lender by February 23, 2022 this Syndication Waiver shall be null and void.

Please ensure that the Commitment Fee is provided in accordance with Section 11 of the Commitment Letter dated February 3, 2022.

Yours very truly,

Cameron Stephens Mortgage Capital Ltd.

DocuSigned by:
Scott Cameron
Scott Cameron
Chairman & CEO

DocuSigned by:
Ian Wilson
Ian Wilson
Senior Director, Mortgage Origination

DocuSigned by:
Daniel Leitch
Daniel Leitch
Assistant Vice President

DocuSigned by:
Giuliana Mauro
Giuliana Mauro
Vice President

Acceptance of Mortgage Commitment

By signing below, the Borrower and Guarantor acknowledge that they: (i) had sufficient time and opportunity to review, consider and obtain any desired independent legal advice with respect to the terms and conditions of the Commitment, including all Schedules thereto; (b) have read and understands the terms, conditions and obligations of the Commitment; and (c) voluntarily accept the Commitment.

Signed this 18th day of February, 2022.

Jefferson Properties Limited Partnership (in its capacity as **Borrower**)
By its General Partner 2011836 Ontario Corp.
Per:

DocuSigned by:
Print Name: Fanseay Wang
I have authority to bind the corporation

DocuSigned by:
Fangxi (Fanseay) Wang
(in his/her capacity as **Guarantor**)

Witness:

Borrower's Initials DS

DocuSign Envelope ID: 5901DE4B-9D81-4376-A5C0-62F5A5A4CEEC

CAMERON STEPHENS

MORTGAGE CAPITAL

October 19, 2022

Jefferson Properties Limited Partnership
c/o AmerCan Corporation
5 Vernham Avenue
Toronto, ON M2L 2B1

Attention: Mr. Fanseay Wang

Re: Amendment for Mortgage Financing – Richmond Hill Grace – 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

Further to our Commitment Letter dated February 3, 2022 (the "**Original Commitment**"), the Syndication Waiver dated February 18, 2022 (the "**Syndication Waiver**"), Cameron Stephens Mortgage Capital Ltd. ("**CSMC**") is pleased to advise that we have approved the following Amendment to said letters subject to the terms and conditions outlined below. All other terms and conditions of CSMC's Original Commitment Letter shall remain unchanged and enforceable. The Original Commitment, Syndication Waiver and the within Amendment shall hereinafter be collectively referred to as the "**Commitment**".

2. Guarantor(s)

Revised
The joint and several personal guarantee of Fangxi (Fanseay) Wang for 100% of the loan amount **and the joint and several corporate guarantee of AmerCan Corporation for $1,560,000**. (the "**Guarantor**")

Note: The Guarantor is jointly and severally liable with the Borrower for the Commitment Fee.

4. Loan Amount, Structure

Revised
Facility 1
$56,178,000 1st Mortgage Construction Loan

Note: A principal repayment of $5,067,159.53 was applied to the Loan, reducing the total authorization of the Loan Facility to $49,810,840.47.

The Lender shall allow the authorization of the Loan Facility to increase to $51,110,840.47 (i.e., a $1,300,000 increase from the current authorization).

All other Loan Amounts remain unchanged.

6. Project and Description

Revised
"Richmond Hill Grace" being an approximately 2.68-acre low-rise development site located at 39, 53 & 67 Jefferson Side Road in Richmond Hill, Ontario. The Project consists of 36 standard townhouse units and 60 stacked townhouse units in 9 blocks. The development will include 189 parking spaces with 107 spaces above ground and 82 spaces below ground, as well as 14 stalls for visitors. The Project has a total GFA / NSA of 142,340 SF, comprised of 76,430 SF for the standard townhouse units and 65,910 SF for the stacked townhouse units. (the "**Project**" or "**Primary Security**")

"Baby Tar Island" being a cottage property located at 1 Baby Tar Island in Leeds and Thousand Islands, Ontario. (the "**Collateral Security**")

7. Financing Program

Revised

			96		142,340	
Uses		**Total**	**Per Unit**		**Per SF**	**% of Costs**
Land Value	$	17,265,000	$ 179,844	$	121	21.17%
Development Charges	$	9,162,727	$ 95,445	$	64	11.24%
Construction Costs	$	36,165,324	$ 376,722	$	254	44.35%
Selling Costs	$	3,998,481	$ 41,651	$	28	4.90%
Soft Costs	$	8,816,702	$ 91,841	$	62	10.81%
Interest Cost	$	3,200,000	$ 33,333	$	22	3.92%
Commitment Fee - CSMC	$	658,536	$ 6,860	$	5	0.81%
Construction Contingency	$	1,845,641	$ 19,225	$	13	2.26%
Development Management Fee	$	428,542	$ 4,464	$	3	0.53%
Total Uses of Funds	**$**	**81,540,953**	**$ 849,385**	**$**	**573**	**100.00%**
Sources		**Total**	**Per Unit**		**Per SF**	**% of Costs**
CSMC Construction Loan	$	56,178,000	$ 585,188	$	395	68.90%
Purchaser Deposits	$	10,245,024	$ 106,719	$	72	12.56%
Deferred Costs	$	3,557,929	$ 37,062	$	25	4.36%
Borrower's Equity	$	11,560,000	$ 120,417	$	81	14.18%
Total Source of Funds	**$**	**81,540,953**	**$ 849,385**	**$**	**573**	**100.00%**

Notes:

1. Costs are as per Preliminary Budget Review by Glynn Group.
2. **Purchaser Deposits** are based on pre-occupancy deposits only, based on the **79** presales achieved to date. Use of any deposits greater than $10,245,024 will cause a $1 for $1 reduction under the Construction Facility.
3. **Deferred Costs** are comprised of the following:

Deferred Costs	**Deferred Costs Amount ($)**	**% of Costs**
Sales Commissions	$ 3,245,929	3.98%
Legal Costs	$ 120,000	0.15%
After Sales Service	$ 192,000	0.24%
Total Deferred Costs	**$ 3,557,929**	**4.36%**

4. **Borrower's Equity** is comprised of **$11,560,000** of Cash Equity.

11. Commitment Fee

New

In consideration for the time, effort and expense incurred by the Lender and its officers and employees in preparation of this Amendment, each of the Borrower and Guarantor jointly and severally agree to pay the lender an evaluation and processing fee of **$100,000** (the "**Amendment Fee**").

50.00%

The Amendment Fee is deemed ~~fully earned and payable~~ when the Amendment is signed by the Borrower and Guarantor, whether or not the Loan Facility is advanced, and represents a reasonable estimate of compensation to the Lender for its efforts and expenditures described above. The Borrower acknowledges that these fees are payable in full to the Lender as a genuine pre-estimation of liquidated damages, and not as a penalty for non-performance, without prejudice to the right of the Lender to claim such further and other damages as it may sustain.

The remaining 50.00% of the Amendment Fee is deemed earned if the Loan Facility is not fully repaid by 5:00 PM on December 20, 2022. The Amendment Fee is payable upon full repayment of the Loan Facility, upon the Final Discharge of the Loan Facility.

'. Prepayment. New Prior to 5:00 PM on ecember 20, 2022, the Loan is fully open to epayment with no application of the epayment Amount noted in the Commitment etter. Subsequent to the next draw of the Loan acility, the Prepayment Amount noted in the ommitment will remain in effect.

19. Conditions

I. Security:

Revised

c. The joint and several personal guarantee of Fangxi (Fanseay) Wang for 100% of the loan amount plus interest and expenses **and the joint and several corporate guarantee of AmerCan Corporation for $1,560,000**, and an assignment and postponement of claims by Guarantor and all shareholders of the Borrower relating to any claims against the Borrower.

Borrower's Initials

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Restated

The following Security Conditions have been restated due to the addition of AmerCan Corporation as a Guarantor of the Loan:

d. Joint and several covenants from the Borrower and Guarantor to fund any and all cost overruns in excess of the various components of the Project Budget as set out in the Financing Program as and when such overruns occur and prior to any further funding by the Lender. In addition, the Borrower and Guarantor covenant to continue construction and complete the Project once construction has begun, in accordance with the plans approved by the Lender.

g. General Security Agreement registered under the Personal Property Security Act Ontario granting a first general assignment of:
   - Book Debts, Rents and Leases of the Borrower in respect to the Project.
   - Agreements of Purchase and Sale inclusive of Purchasers' Deposits which are to be injected into the Project to fund costs or held in accordance with the Real Estate Act.
   - All present and after acquired personal property of the Borrower.
   - Construction, supply and consulting contracts related to the Project and specific acknowledged, assignments or acceptable tri-party agreements on those contracts specified by the Lender which may include, but not be limited to, the contracts with the Project architect, engineers, General Contractor and/or Construction Manager, and marketing agents.
   - Rights of the Borrower (a) under all building/development permits and the monies paid thereunder, (b) to all plans, specifications and drawings related to the Project.

r. Environmental Warranty and Indemnity Agreement by the Borrower and the Guarantor(s) to the Lender on a joint and several basis slated to survive repayment of the Loan.

New

u. Mortgage with a principal amount of $1,560,000 (1.2x $1,300,000 for administrative purposes) granting a second fixed charge against the Collateral Security located at 1 Baby Tar Island, Leeds and Thousand Islands, Ontario. The Lender's charge shall only be subject to a National Bank first mortgage in the amount of $1,000,000.

v. General Security Agreement registered under the Personal Property Security Act Ontario granting a second general assignment of:
   - Book Debts, Rents and Leases of the Borrower in respect to the Collateral Security.
   - All present and after acquired personal property of AmerCan Corporation associated with the Collateral Security.
   - Rights of AmerCan Corporation (a) under all building/development permits and the monies paid thereunder, (b) to all plans, specifications and drawings related to the Collateral Secuirty.

w. The Lender shall have received an acceptable insurance binder or cover note, to be followed, within 30 days of the issuance of the binder or cover note, with a certified copy of a policy or policies of insurance, satisfactory to the Lender, containing the requirements of Schedule "B" hereto and including evidence of a Comprehensive General Liability Insurance policy for the **Collateral Security** in an amount of not less than $2,000,000 per occurrence. The Commercial General Liability Policy must reference the project and CSMC is to be added as an additional insured.

   Permanent Insurance for 100% of replacement costs.

   We will require the insurance policy(ies) to be reviewed by an Independent Insurance Consultant, at the Borrower's expense.

Borrower's Initials DS

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x. Undertaking by the Borrower to provide satisfactory performance bonding for DC&F Development Corp. (the "**Contractor**") for 50% of the ~~fixed-price contract amount~~ cost to complete agreed to by the Cost Consulta by no later than November ~~10,~~ 26, 2022.

y. Such other and further security and documentation as may be required by the Lender or its counsel to complete and perfect the Lender's Primary and Collateral Security.

All other Security Conditions remain unchanged.

II. Pre-Funding Deliverables:

Revised

b. All levies, impost fees, local improvement charges, property taxes and other charges affecting the Project **and Collateral Security** due and payable shall have been paid to the date of the first advance of funds unless they are to be funded as part of the first advance.

e. The Lender and its cost consultant to receive satisfactory confirmation that the Borrower has injected **$11,560,000** of equity (**100% Cash Equity**) into the Project, which shall remain invested until such time as the Lender has been fully repaid all principal and interest.

k. The Borrower shall have provided evidence in sufficient detail, satisfactory to the Lender and verified by the Lender's Cost Consultant, that the total costs for the Project, including land, hard and soft costs and interest during the construction and the sell-out period shall not exceed **$81,540,953** excluding HST costs as detailed under the Financing Program. This shall include receipt and approval by the Lender and the Cost Consultant, as to both form and content, of a fixed price general contract (CCDC 2) from **DC&F Development Corp.** which contract(s) shall be specifically assigned to the Lender as recommended by the Cost Consultant with acknowledgement from the general contractor(s) or shall be the subject of tri-party agreement(s) satisfactory to the Lender.

At the recommendation of the Cost Consultant, without limiting the foregoing, fixed price contracts/signed formal construction quotes may be required to be in place for the forming concrete work, electrical, plumbing, HVAC, windows and any contract greater than $500,000.

Performance Bonding will be required on the fixed-price general contract (CCDC 2) from DC&F Development Corp. The said bond to have the following provisions terms and conditions: cost to complete amount agreed to by the Cost Consultant

(i) Performance bond to be a minimum of 50% of the ~~contract price~~; and

(ii) Each bond(s) to have a minimum of 24 months maintenance period for above ground works in place and 13 months for underground works with said maintenance period commencing upon substantial completion of the underground portion of the project (the maintenance Bond shall have a total dollar value of not less than 50% of the value of the underground portion of the actual contract); and

(iii) The Lender to be named as Co-Obligee for the Bond.

Note: Consultant to perform Payment Certification under the CCDC2 contract is to be either the Architect or Cost Consultant, as approved by the Lender.

Borrower's Initials

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q. Receipt and satisfactory review of **79** firm and unconditional arms' length pre-sales in respect to the units with an aggregate sale price of not less than **$80,995,303** including HST prior to the **next** construction advance. Presales shall have aggregate contracted deposits of not less than $10,245,024 to be received prior to occupancy, of which a minimum aggregate of **$6,157,674** is to be received prior to the **next** construction advance, with no presale to have received less than 2.50%. The said sale prices to be a minimum of 95% of the list prices approved by the Lender prior to the first advance of funds. The Lender to qualify a minimum of 85% of these purchasers for mortgage qualifications or other satisfactory financial information confirming ability to close.

Restated

The following Security Conditions have been restated due to the addition of AmerCan Corporation as a Guarantor of the Loan:

j. The Borrower and each additional Covenantor authorize the Lender to make inquiries concerning the character, general reputation, personal characteristics, financial and credit data of the Borrower and each additional Covenantor, including its respective directors, officers, shareholders, and principals, and to verify any information provided to the Lender hereunder, all for the purpose of underwriting and servicing the Loan.

w. Such other information the Lender may reasonably require.

x. Loan disbursements shall take place only on title to the Project being acceptable to our solicitors and all matters in connection with the Security and other documentation deemed necessary or advisable by our solicitors being complied with by the Borrower and the Guarantors and all Security and other instruments and agreements to evidence and secure the Loan Facility are duly executed, with evidence of registration where applicable.

y. The Lender shall require a satisfactory opinion and report from its solicitors indicating, among other things, the validity, enforceability and priority of all Security and the state of title of the Project.

z. The Lender shall require a satisfactory opinion and report from its solicitors regarding any encumbrances, financial charges or claims registered or to be registered against the Project.

aa. The Lender shall require evidence of all corporate authorities together with an opinion of the Borrower's counsel as to usual matters such as corporate authorities, the absence of litigation, the delivery of the Security, and the execution of all Security listed above.

bb. The additional conditions shown in Schedule "D" hereto.

New

cc. Satisfactory confirmation by the Cost Consultant that the fixed-price contract with DC&F Development Corp. covers the Hard Costs to Complete for the Project, per the budget.

dd. The Lender shall have received from an approved appraiser a satisfactory appraisal of the Collateral Security confirming a minimum fair market value of $3,500,000 on an "as is" basis. Such appraisal report must be accompanied by the Form of Reliance Certificate from the appraiser to the Lender and shall confirm that the Lender and its assigns can rely upon such appraisal for lending purposes.

Note: The Appraisal Report to be received by no later than October 28, 2022.

Borrower's Initials DS

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ee. Satisfactory payment by the Borrower of any and all outstanding Legal Fees, Invoice Fees, and Interest arrears.

ff. Receipt and review by the Lender of a formal release from Mondconsult Limited related to the former lien and legal actions related thereto.

All other Pre-Funding Deliverables remain unchanged.

III. Availability

Revised

a. All advances to complete the construction of the Project shall be funded on a cost to complete basis supported by satisfactory inspection certificates, and in amounts not less than $100,000 and not more frequently than once per month. The initial advance will refinance the existing Fiera Capital 1st mortgage of approximately $20,000,000 as well as fund the first advance of the quarterly Interest Reserve. The Interest Reserve Account will be funded on a quarterly basis. The outstanding balance of all advances under the Loan Facility are, at all times, not to exceed **$56,178,000**.

Note: A principal repayment of $5,067,159.53 was applied to the Loan, reducing the total authorization of the Loan Facility to $49,810,840.47.

The Lender shall allow the authorization of the Loan Facility to increase to $51,110,840.47 (i.e., a $1,300,000 increase from the current authorization).

c. Accumulated advances shall at no time exceed the cost of work in place less Borrower's Equity of **$11,560,000**, deposits utilized in the Project, prior charges, and holdbacks as required under applicable provincial lien legislation. In addition, the cost to complete net of deferred costs and deposits to be received shall at no time exceed the unadvanced portion of funds under the Facility.

All other Availability Conditions remain unchanged.

IV. Positive Covenants

Revised

g. *Ongoing Financial Disclosure and Reporting.* The Borrower and the Guarantor will provide:

i. within one-hundred and eighty (180) days of each fiscal year end during the term of the Loan Facility, accountant prepared financial statements for the Borrower and each corporate Guarantor;
ii. annually, updated financial statements and/or net worth statements for each Guarantor, a statement evidencing that property taxes for the Project are up to date, a certificate or binder evidencing insurance for the Project (or upon any change to insurance coverage being made, immediately following that change), a Client Information Form; and
iii. such other financial and supporting information as the Lender may request.
iv. Satisfactory review and approval by the Lender of all EFT payments made by the Borrower prior to release of the EFT payments.
v. Borrower to provide daily bank statements to the Lender in order to permit reconciliation of deposits and expenses/cheques to the Project Account.

Borrower's Initials DS

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i. *HST.* The Borrower and the Guarantor accept full responsibility for remittance and payment of any and all HST due pursuant to the Project, submission of HST credits or claims, and will provide monthly accounting of same to the Lender **on an ongoing basis until full repayment of Loan.**

All other Positive Covenants remain unchanged.

VI. General Terms & Conditions:

Revised

ix. *Cost Consultant.* The Lender's cost consultant will be:

Glynn Group

All other General Terms & Conditions remain unchanged.

21. Events of Default:

New

h. The Borrower acknowledges receipt of demand for payment and Notice of Intention to Enforce Security by the Lender dated August 15, 2022, delivered pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "Notice"). The Borrower confirms that this Amendment shall not act as a waiver of the Lender's right to rely upon the Notice in the event of default under the Commitment. The Borrower expressly acknowledges that until such time as all terms and conditions of this Amendment have been satisfied and the Lender has re-commenced the advance of funds under the Loan Facility, the Borrower waives any further notice of default or statutory notice prior to the enforcement of the Lender's Security.

Note: The Lender acknowledges that, upon the next advance of funds under the Loan Facility, the above condition will become null and void and regular statutory periods will be in effect, such that if there is a Default, the Lender will be required to issue a new notice of default.

If you are in agreement with the foregoing terms and conditions, please indicate by signing and returning one (1) copy of this Letter to the Lender's to the office by October 26, 2022 failing which this Amendment Letter shall be deemed null and void.

Please ensure that the Amendment Fee is provided in accordance with Section 11.

Yours very truly,

Cameron Stephens Mortgage Capital Ltd.

DocuSigned by:
Stephen Scott Cameron
288DD0EFE3434B0...
Scott Cameron
Chairman & CEO

DocuSigned by:
John David
F0217F48852A40A...
John David
Senior Vice President, Credit and Underwriting

DocuSigned by:
Giuliana Mauro
4891BA1CF8F8447...
Giuliana Mauro
Vice President, Loan Funding and Servicing

Borrower's Initials _____

DocuSign Envelope ID: 5901DE4B-9D81-4376-A5C0-62F5A5A4CEEC

Jefferson Properties Limited Partnership
39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
October 19, 2022

Acceptance of Amendment

By signing below, the Borrower and Guarantor acknowledge that they: (i) had sufficient time and opportunity to review, consider and obtain any desired independent legal advice with respect to the terms and conditions of the Amendment, including all Schedules thereto; (b) have read and understands the terms, conditions and obligations of the Amendment; and (c) voluntarily accept the Amendment.

Signed this 25th day of October, 2022.

Jefferson Properties Limited Partnership (in its capacity as **Borrower**)
By its General Partner 2011836 Ontario Corp.
Per:

DocuSigned by:
119D9C8E706445F...
Print Name: Fanseay Wang
I have authority to bind the corporation

DocuSigned by:
119D9C8E706445F...

Fangxi (Fanseay) Wang
(in his/her capacity as **Guarantor)**

Witness:

AmerCan Corporation (in its capacity as **Guarantor**)
Per:

DocuSigned by:
119D9C8E706445F...
Print Name: Fanseay Wang
I have authority to bind the corporation

Borrower's Initials DS

DocuSign Envelope ID: 19BD210E-64D3-4D80-A0E2-AA36EB96375A

CAMERON STEPHENS

MORTGAGE CAPITAL

March 3, 2023

Jefferson Properties Limited Partnership
c/o AmerCan Corporation
5 Vernham Avenue
Toronto, ON M2L 2B1

Attention: Mr. Fanseay Wang

Re: Amendment for Mortgage Financing – Richmond Hill Grace – 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

Further to our Commitment Letter dated February 3, 2022 (the **"Original Commitment"**), the Syndication Waiver dated February 18, 2022 (the **"Syndication Waiver"**), and the Amendment Letter dated October 19, 2022 (the "**Amendment Letter** 1"), Cameron Stephens Mortgage Capital Ltd. ("**CSMC**") is pleased to advise that we have approved the following Amendment to said letters subject to the terms and conditions outlined below. All other terms and conditions of CSMC's Original Commitment Letter shall remain unchanged and enforceable. The Original Commitment, Syndication Waiver and the within Amendment shall hereinafter be collectively referred to as the "**Commitment**".

7. Financing Program

Revised

			96		142,340	
Uses	**Total**		**Per Unit**		**Per SF**	**% of Costs**
Land Value	$	17,265,000	$	179,844	$ 121	20.74%
Development Charges	$	8,510,827	$	88,654	$ 60	10.22%
Construction Costs	$	38,418,029	$	400,188	$ 270	46.15%
Selling Costs	$	4,000,905	$	41,676	$ 28	4.81%
Soft Costs	$	7,232,830	$	75,342	$ 51	8.69%
Interest Cost	$	4,550,000	$	47,396	$ 32	5.47%
Commitment Fee - CSMC	$	658,536	$	6,860	$ 5	0.79%
Construction Contingency	$	2,103,884	$	21,915	$ 15	2.53%
Development Management Fee	$	509,989	$	5,312	$ 4	0.61%
Total Uses of Funds	**$**	**83,250,000**	**$**	**867,188**	**$ 585**	**100.00%**
Sources	**Total**		**Per Unit**		**Per SF**	**% of Costs**
CSMC Construction Loan	$	56,178,000	$	585,188	$ 395	67.48%
Purchaser Deposits	$	10,245,024	$	106,719	$ 72	12.31%
Deferred Costs	$	3,557,929	$	37,062	$ 25	4.27%
Borrower's Equity	$	13,269,047	$	138,219	$ 93	15.94%
Total Source of Funds	**$**	**83,250,000**	**$**	**867,188**	**$ 585**	**100.00%**

Notes:

1. Costs are as per Progress Draw No. 2 by Glynn Group.
2. **Borrower's Equity** is comprised of $11,560,000 of Cash Equity that has been injected and **$1,709,047 of equity to be injected by May 6, 2023**.

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11. Commitment Fee

New

In consideration for the time, effort and expense incurred by the Lender and its officers and employees in preparation of this Amendment, each of the Borrower and Guarantor jointly and severally agree to pay the lender an evaluation and processing fee of ~~$45,000~~ $33,000 (the "**Amendment Fee**").

at the time of repayment of loan

The Amendment Fee is deemed fully earned and payable ~~when the Amendment is signed by the Borrower and Guarantor, whether or not the Loan Facility is advanced, and represents a reasonable estimate of compensation to the Lender for its efforts and expenditures described above~~. The Borrower acknowledges that these fees are payable in full to the Lender as a genuine pre-estimation of liquidated damages, and not as a penalty for non-performance, without prejudice to the right of the Lender to claim such further and other damages as it may sustain.

DS

19. Conditions

I. Security:

New

z. Undertaking by the Borrower to inject $1,709,047 of additional Cash Equity and/or Subordinate Debt by May 6, 2023.

Note:

1. Any Subordinate Debt will be required to execute a full postponement and standstill agreement to the satisfaction of the Lender and the Lender's Solicitor.
2. The above will be waived subject to the Borrower providing sufficient proof to the Lender and the Lender's Cost Consultant, in their sole and absolute discretions, that the contingency remaining is reasonable and the additional $1,709,047 is no longer required.

Removed

~~u. Undertaking by the Borrower to provide satisfactory performance bonding for DC&F Development Corp. (the "**Contractor**") for 50% of cost to complete agreed to by the Cost Consultant by no later than November 26, 2022.~~

All other Security Conditions remain unchanged.

II. Pre-Funding Deliverables:

Revised

c. The Lender and its cost consultant to receive satisfactory confirmation that the Borrower has injected **$13,269,047** of equity (**$11,560,000 of Cash Equity injected and $1,709,047 of Cash Equity to be injected by May 6, 2023**) into the Project, which shall remain invested until such time as the Lender has been fully repaid all principal and interest.

k. The Borrower shall have provided evidence in sufficient detail, satisfactory to the Lender and verified by the Lender's Cost Consultant, that the total costs for the Project, including land, hard and soft costs and interest during the construction and the sell-out period shall not exceed **$83,250,000** excluding HST costs as detailed under the Financing Program. This shall include receipt and approval by the Lender and the Cost Consultant, as to both form and content, of **a construction management contract and fixed price contracts/signed construction quotes/binding LOIs from all major construction, supply or consulting contractors** which contract(s) shall be specifically assigned to the Lender as recommended by the Cost Consultant with acknowledgement from the general contractor(s) or shall be the subject of tri-party agreement(s) satisfactory to the Lender.

At the recommendation of the Cost Consultant, without limiting the foregoing, fixed price contracts/signed formal construction quotes may be required to be in place

Borrower's Initials

DocuSign Envelope ID: 19BD210E-64D3-4D80-A0E2-AA36EB96375A

for the forming concrete work, electrical, plumbing, HVAC, windows and any contract greater than $500,000.

Prior to the next advance of funds, the Lender's Cost Consultant to confirm that the Borrower has fixed price contracts, signed construction quotes, and/or binding LOIs in place for a minimum of 70% of the cost to complete for the Project.

~~**Performance Bonding will be required on the fixed-price general contract (CCDC 2) from DC&F Development Corp. The said bond to have the following provisions terms and conditions:**~~

~~**(i) Performance bond to be a minimum of 50% of the contract price; and**~~

~~**(ii) Each bond(s) to have a minimum of 24 months maintenance period for above ground works in place and 13 months for underground works with said maintenance period commencing upon substantial completion of the underground portion of the project (the maintenance Bond shall have a total dollar value of not less than 50% of the value of the underground portion of the actual contract); and**~~

~~**(iii) The Lender to be named as Co-Obligee for the Bond.**~~

~~**Note: Consultant to perform Payment Certification under the CCDC2 contract is to be either the Architect or Cost Consultant, as approved by the Lender.**~~

All other Pre-Funding Deliverables remain unchanged.

III. Availability

Revised

b. Accumulated advances shall at no time exceed the cost of work in place less Borrower's Equity of **$13,269,047** (**$11,560,000 of Cash Equity injected and $1,709,047 of Cash Equity to be injected by May 6, 2023**) deposits utilized in the Project, prior charges, and holdbacks as required under applicable provincial lien legislation. In addition, the cost to complete net of deferred costs and deposits to be received shall at no time exceed the unadvanced portion of funds under the Facility.

All other Availability Conditions remain unchanged.

Borrower's Initials

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Jefferson Properties Limited Partnership
39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
March 3, 2023

If you are in agreement with the foregoing terms and conditions, please indicate by signing and returning one (1) copy of this Letter to the Lender's to the office by March 6, 2023 failing which this Amendment Letter shall be deemed null and void.

Please ensure that the Amendment Fee is provided in accordance with Section 11.

Yours very truly,

Cameron Stephens Mortgage Capital Ltd.

DocuSigned by:
Stephen Scott Cameron
268DD0EFE3434B0...
Scott Cameron
Chairman & CEO

DocuSigned by:
John David
F0217F46052A40A...
John David
Senior Vice President, Credit and Underwriting

DocuSigned by:
4891BA1CF8F6447...
Giuliana Mauro
Vice President, Loan Funding and Servicing

Acceptance of Amendment

By signing below, the Borrower and Guarantor acknowledge that they: (i) had sufficient time and opportunity to review, consider and obtain any desired independent legal advice with respect to the terms and conditions of the Amendment, including all Schedules thereto; (b) have read and understands the terms, conditions and obligations of the Amendment; and (c) voluntarily accept the Amendment.

Signed this 6th day of March, 2023.

Jefferson Properties Limited Partnership (in its capacity as **Borrower**)
By its General Partner 2011836 Ontario Corp.
Per:

Print Name:
I have authority to bind the corporation

Fangxi (Fanseay) Wang
(in his/her capacity as **Guarantor)**

Witness:

AmerCan Corporation (in its capacity as **Guarantor**)
Per:

Print Name:
I have authority to bind the corporation

Borrower's Initials

DocuSign Envelope ID: 1B8E8AD8-DCA4-4E39-A711-FCF826ED11CF

CAMERON STEPHENS

MORTGAGE CAPITAL

May 26, 2023

Jefferson Properties Limited Partnership
c/o AmerCan Corporation
5 Vernham Avenue
Toronto, ON M2L 2B1

Attention: Mr. Fanseay Wang

Re: Amendment for Mortgage Financing – Richmond Hill Grace – 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

Further to our Commitment Letter dated February 3, 2022 (the **"Original Commitment"**), the Syndication Waiver dated February 18, 2022 (the **"Syndication Waiver"**), the Amendment Letter dated October 19, 2022 (the "**Amendment Letter 1**"), the Amendment Letter dated March 3, 2023 (the "**Amendment Letter 2**"), the Amendment Letter dated April 13, 2023 (the "**Amendment Letter 3**"), Cameron Stephens Mortgage Capital Ltd. ("**CSMC**") is pleased to advise that we have approved the following Amendment (the "**Amendment Letter 4**") to said letters subject to the terms and conditions outlined below. All other terms and conditions of CSMC's Original Commitment Letter shall remain unchanged and enforceable. The Original Commitment, Syndication Waiver, previous Amendments and the within Amendment shall hereinafter be collectively referred to as the "**Commitment**".

7. Financing Program

Revised

			96		142,340	
Uses	**Total**		**Per Unit**		**Per SF**	**% of Costs**
Land Value	$	17,265,000	$	179,844	$ 121	20.79%
Development Charges	$	8,510,827	$	88,654	$ 60	10.25%
Construction Costs	$	38,371,908	$	399,707	$ 270	46.20%
Selling Costs	$	4,000,905	$	41,676	$ 28	4.82%
Soft Costs	$	7,216,806	$	75,175	$ 51	8.69%
Interest Cost	$	4,550,000	$	47,396	$ 32	5.48%
Commitment Fee - CSMC	$	658,536	$	6,860	$ 5	0.79%
Construction Contingency	$	1,966,029	$	20,479	$ 14	2.37%
Development Management Fee	$	509,989	$	5,312	$ 4	0.61%
Total Uses of Funds	**$**	**83,050,000**	**$**	**865,104**	**$ 583**	**100.00%**
Sources	**Total**		**Per Unit**		**Per SF**	**% of Costs**
CSMC Construction Loan	$	56,178,000	$	585,188	$ 395	67.64%
Purchaser Deposits	$	10,245,024	$	106,719	$ 72	12.34%
Deferred Costs	$	3,557,929	$	37,062	$ 25	4.28%
Borrower's Equity	$	13,069,047	$	136,136	$ 92	15.74%
Total Source of Funds	**$**	**83,050,000**	**$**	**865,104**	**$ 583**	**100.00%**

Notes:

1. Costs are as per Progress Draw No. 3 by Glynn Group.
2. **Borrower's Equity** is comprised of $11,560,000 of Cash Equity that has been injected, **$509,047 of equity to be injected by August 15, 2023 and $1,000,000 of equity to be injected by June 30, 2023 by way of a subordinate debt financing. Financing Costs associated with the subordinate debt have been excluded from the Financing Program.**

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11. Commitment Fee New

In consideration for the time, effort and expense incurred by the Lender and its officers and employees in preparation of this Amendment, each of the Borrower and Guarantor jointly and severally agree to pay the lender an evaluation and processing fee of **$10,000** (the "**Amendment Fee**").

The Amendment Fee is deemed fully earned and payable when the Amendment is signed by the Borrower and Guarantor, whether or not the Loan Facility is advanced, and represents a reasonable estimate of compensation to the Lender for its efforts and expenditures described above. The Borrower acknowledges that these fees are payable in full to the Lender as a genuine pre-estimation of liquidated damages, and not as a penalty for non-performance, without prejudice to the right of the Lender to claim such further and other damages as it may sustain.

19. Conditions

I. Security:

Revised

z. Undertaking by the Borrower to inject $1,000,000 in equity by June 30, 2023 by way of subordinate financing as approved by the Lender,

aa. **$509,047** of additional Cash Equity and/or Subordinate Debt by **August 15, 2023.**

Note:

1. Any Subordinate Debt will be required to execute a full postponement and standstill agreement to the satisfaction of the Lender and the Lender's Solicitor.
2. The above "aa" will be waived subject to the Borrower providing sufficient proof to the Lender and the Lender's Cost Consultant, in their sole and absolute discretions, that the contingency remaining is reasonable and the additional $509,047 is no longer required.

All other Security Conditions remain unchanged.

II. Pre-Funding Deliverables:

Revised

c. The Lender and its cost consultant to receive satisfactory confirmation that the Borrower has injected **$13,069,047** of equity (**$11,560,000 of Cash Equity injected, $509,047 of Cash Equity/Subordinate Debt to be injected by August 15, 2023, and $1,000,000 of Subordinate Debt**) into the Project, which shall remain invested until such time as the Lender has been fully repaid all principal and interest.

Note: Subordinate Debt will total $5,000,000, however, $1,000,000 will be associated with Financing Costs related to the Subordinate Debt, which have not been included in the Financing Program/budget for the Project.

a. The Borrower shall have provided evidence in sufficient detail, satisfactory to the Lender and verified by the Lender's Cost Consultant, that the total costs for the Project, including land, hard and soft costs and interest during the construction and the sell-out period shall not exceed **$83,050,000** excluding HST costs as detailed under the Financing Program. This shall include receipt and approval by the Lender and the Cost Consultant, as to both form and content, of a construction management contract and fixed price contracts/signed construction quotes/binding LOIs from all major construction, supply or consulting contractors which contract(s) shall be specifically assigned to the Lender as recommended by the Cost Consultant with acknowledgement from the general contractor(s) or shall be the subject of tri-party agreement(s) satisfactory to the Lender.

At the recommendation of the Cost Consultant, without limiting the foregoing, fixed price contracts/signed formal construction quotes may be required to be in place for the forming concrete work, electrical, plumbing, HVAC, windows and any contract greater than $500,000.

Borrower's Initials DS

DocuSign Envelope ID: 1B8E8AD8-DCA4-4E39-A711-FCF826ED11CF

Prior to the next advance of funds, the Lender's Cost Consultant to confirm that the Borrower has fixed price contracts, signed construction quotes, and/or binding LOIs in place for a minimum of 70% of the cost to complete for the Project.

New

gg. The Lender acknowledges that the Borrower will be arranging a second mortgage on the Project in an amount not to exceed $5,000,000 with an acceptable lender and will permit same provided the said mortgagee executes an appropriate priority agreement, acceptable in form and content to the Lender and its legal counsel and all terms and conditions of the second mortgage and related security have been reviewed and approved by the Lender and its legal counsel. Partial discharges of the second mortgage and related security, will be required to be delivered to the Lender prior to the next advance of the Loan Facility, with authority to complete and register as necessary, regardless of default thereunder, and without payment to the second chargeholder, until the Lender is fully repaid.

Note: The lender for the second mortgage has not yet been finalized. CSMC will require the second mortgagee lender to be acceptable to the Lender.

All other Pre-Funding Deliverables remain unchanged.

III. Availability

Revised

b. Accumulated advances shall at no time exceed the cost of work in place less Borrower's Equity of **$13,069,047** (**$11,560,000 of Cash Equity injected, $1,000,000 to be injected by June 30, 2023 by way of subordinate debt, $509,047 of Cash Equity/Subordinate Debt to be injected by August 15, 2023**) deposits utilized in the Project, prior charges, and holdbacks as required under applicable provincial lien legislation. In addition, the cost to complete net of deferred costs and deposits to be received shall at no time exceed the unadvanced portion of funds under the Facility.

All other Availability Conditions remain unchanged.

If you are in agreement with the foregoing terms and conditions, please indicate by signing and returning one (1) copy of this Letter to the Lender's to the office by May 26, 2023 failing which this Amendment Letter shall be deemed null and void.

Please ensure that the Amendment Fee is provided in accordance with Section 11.

Yours very truly,

Cameron Stephens Mortgage Capital Ltd.

DocuSigned by:
Stephen Scott Cameron
288DD0EFE3434B0...
Scott Cameron
Chairman & CEO

DocuSigned by:
John David
F0217F48852A40A...
John David
Senior Vice President, Credit and Underwriting

DocuSigned by:
4891BA1CF8F6447...
Giuliana Mauro
Senior Vice President, Underwriting and Portfolio Management

Borrower's Initials DS

DocuSign Envelope ID: 1B8E8AD8-DCA4-4E39-A711-FCF826ED11CF

Jefferson Properties Limited Partnership
39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
May 26, 2023

Acceptance of Amendment

By signing below, the Borrower and Guarantor acknowledge that they: (i) had sufficient time and opportunity to review, consider and obtain any desired independent legal advice with respect to the terms and conditions of the Amendment, including all Schedules thereto; (b) have read and understands the terms, conditions and obligations of the Amendment; and (c) voluntarily accept the Amendment.

Signed this _____ day of _____, 2023.

Jefferson Properties Limited Partnership (in its capacity as **Borrower**)
By its General Partner 2011836 Ontario Corp.
Per:

DocuSigned by:
_____
119D9C8E706445F...
Print Name:
I have authority to bind the corporation

DocuSigned by:
_____
119D9C8E706445F...
Fangxi (Fanseay) Wang
(in his/her capacity as **Guarantor)**

DocuSigned by:
Shannon Mackinnon
_____
D09A1622F0234AA...
Witness:

AmerCan Corporation (in its capacity as **Guarantor**)
Per:

DocuSigned by:
_____
119D9C8E706445F...
Print Name:
I have authority to bind the corporation

Borrower's Initials DS _____

LRO # 65 **Charge By Partnership** **Receipted as YR3391499** on 2022 03 08 at 11:45

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd Page 1 of 6

Properties

PIN	03208 - 3229 LT	*Interest/Estate*	Fee Simple
Description	BLOCK 1, PLAN 65M4637; SUBJECT TO AN EASEMENT AS IN YR2622073; SUBJECT TO AN EASEMENT AS IN YR2644669; SUBJECT TO AN EASEMENT IN GROSS AS IN YR2817498		
Address	RICHMOND HILL		
PIN	03208 - 3230 LT	*Interest/Estate*	Fee Simple
Description	PART LOTS B & C, PLAN 1916 DESIGNATED AS PART 3, PLAN 65R-37587; SUBJECT TO AN EASEMENT AS IN YR2622073; SUBJECT TO AN EASEMENT AS IN YR2644669; SUBJECT TO AN EASEMENT IN GROSS AS IN YR2817498		
Address	RICHMOND HILL		

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 2011836 ONTARIO CORP.
Address for Service 980 Yonge Street, Suite 1001
Toronto, Ontario M4W 3V8

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner.

Name JEFFERSON PROPERTIES LIMITED PARTNERSHIP
Address for Service 980 Yonge Street, Suite 1001
Toronto, Ontario M4W 3V8

This is the firm name of the Partnership/Limited Partnership.

Chargee(s) *Capacity* *Share*

Name CAMERON STEPHENS MORTGAGE CAPITAL LTD.
Address for Service 25 Adelaide Street East, Suite 600
Toronto, Ontario, M5C 3A1

Statements

Schedule: See Schedules

Cameron Stephens Mortgage Capital Ltd., has consented to the registration of this document, subject to the continuance of registration number YR2817501 registered on 2018/04/18

In accordance with registration YR2817501 registered on 2018/04/18, the consent of the Commissioner of Planning & Regulatory Services or Chief Admin Officer of The Corporation of the Town of Richmond Hill has been obtained for the registration of this document.

Provisions

Principal	$69,093,600.00	*Currency*	CDN
Calculation Period	calculated daily and compounded monthly		
Balance Due Date	On Demand		
Interest Rate			
Payments			
Interest Adjustment Date			
Payment Date	On Demand		
First Payment Date			
Last Payment Date			
Standard Charge Terms	201125		
Insurance Amount	Full insurable value		
Guarantor	Fangxi (Fanseay) Wang		

Signed By

David Mathew Markowitz	1000-120 Adelaide St. W. Toronto M5H 3V1	acting for Chargor(s)	Signed	2022 03 08

Tel 416-363-2211

Signed By

Fax 416-363-0645

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

Submitted By

Schneider Ruggiero Spencer Milburn LLP	1000-120 Adelaide St. W. Toronto M5H 3V1	2022 03 08

Tel 416-363-2211

Fax 416-363-0645

Fees/Taxes/Payment

Statutory Registration Fee	$66.30
Total Paid	$66.30

File Number

Chargee Client File Number : 43768 DM

SCHEDULE OF
ADDITIONAL MORTGAGE TERMS

1. This Charge/Mortgage is given as collateral security to a facility letter dated February 3, 2022, as it may be amended from time to time (collectively the "**Facility Letter**") and all loan documents delivered pursuant thereto (collectively, the Facility Letter and loan documents are referred to as the "**Loan Documents**"). Default under the Loan Documents shall constitute default under this Charge/Mortgage allowing the Chargee to avail itself to and to utilize any and all remedies with respect to the lands charged available to it as set out in the Standard Charge Terms incorporated into the Charge/Mortgage and as may be available to it under the Loan Documents, statute or in law.

2. The Chargor covenants and agrees that it shall not, without the prior written consent of the Chargee, execute or deliver any mortgage, charge, lien or other encumbrance of the lands legally described in PINs 03208-3229(LT) and 03208-3230(LT) (collectively the "**Charged Premises**") intended to rank subordinate to this Charge.

3. The Chargor covenants to provide to the Chargee with the right of first refusal to finance or arrange financing for any subsequent phases of the development of the Charged Premises or any further development to be developed on the lands adjacent to the Charged Premises and shall provide the Chargee with the first opportunity and a reasonable period of time, after delivery to the Chargee of all reasonably requested information, to provide a commitment to fund such further development.

4. The Charge shall, whether or not it secures a current or running account, be a general and continuing security to the Chargee for payment of the indebtedness in an amount not exceeding the amount secured by this Charge and performance of the Chargee's other obligations under the Charge notwithstanding any fluctuation or change in the amount, nature or form of the indebtedness or in the accounts relating thereto or in the bills of exchange, promissory notes and/or other obligations now or later held by the Chargee representing all or any part of the indebtedness outstanding at any particular time; and the Charge will not be deemed to have been redeemed or become void as a result of any such event or circumstance.

5. In the event that any of the monies advanced or to be advanced under this Charge are intended to finance any improvement to the Charged Premises, the parties hereto covenant and agree that the following conditions shall apply:

   (a) All construction on the Charged Premises shall be carried out by reputable contractors having experience which is commensurate to the nature and size of the project to be constructed, which contractors must be prior approved by the Chargee in writing, such approval not to be unreasonably withheld.

   (b) Once the construction of the buildings and structures located on the Charged Premises have been commenced, it shall be continued in a good and workmanlike manner, with all due diligence and in accordance with the plans and specifications delivered to the Chargee and to the satisfaction of all governmental and regulatory authorities having jurisdiction.

   (c) Once commenced, provided that should construction of the project on the Charged Premises cease for any reason whatsoever (strikes, material shortages and weather conditions beyond the control of the Chargor excepted), for a period of fifteen (15) consecutive days (Saturdays, Sundays and statutory holidays excepted), then, at the option of the Chargee, this Charge shall immediately become due and payable. In the event that construction does cease, then the Chargee shall have the right, at its sole option, to assume complete control of the construction of the said project in such manner and on such terms as it deems advisable.

The cost of completion of the said project by the Chargee and all expenses incidental thereto shall be added to the principal amount of this Charge, together with a management fee of fifteen percent (15%) of the costs of the construction completed by the Chargee. All costs and expenses, as well as the management fee of fifteen percent (15%) added to the principal amount of this Charge shall bear interest at the rate provided for in the Facility Letter for and shall form part of the principal sum herein and the Chargee shall have the same rights and remedies to collection of principal and interest hereunder or at law.

(d) At all times there shall be sufficient funds unadvanced under this Charge and retained by the Chargee to complete the construction and/or renovation of the project on the Charged Premises and as may be necessary to retain the Chargee's priority with respect to any deficiency in the holdbacks required to be retained by the Chargor under the *Construction Act* (Ontario).

(e) This Charge will be advanced in stages as construction upon the Charged Premises proceeds or as the conditions as enumerated by the Facility Letter are complied with.

(f) All advances which are made from time to time hereunder shall be based on certificates of a duly qualified architect, engineer, quantity surveyor, cost consultant or other consultant(s) retained for the purpose of reviewing and advising the Chargee with respect to the said project and the progress thereof, whose fees and costs shall be for the account of the Chargor regardless of by whom such person has been retained. All such certificates shall without limitation certify the value of the work completed and the estimated costs of any uncompleted work and such certificates shall further certify that such completed construction and/or renovation to the date of such certificate shall be in accordance with the approved plans and specifications for the said construction and further, in accordance with the building permits issued for such construction and in accordance with all municipal and other governmental requirements of all authorities having jurisdiction pertaining to such construction and that there shall be no outstanding work orders or other requirements pertaining to construction on the Charged Premises. Such certificates with respect to any values shall not include materials on the site which are not incorporated into the buildings.

(g) The Chargor shall pay to the Chargee on each occasion when an inspection of the Charged Premises is required to confirm construction costs to date and compliance with conditions for further advances, an inspection fee in such reasonable amount as the Chargee may charge from time to time for each such inspection and the Chargee's solicitors shall be paid their reasonable fees and disbursements for each sub-search and work done prior to each such advance and all such monies shall be deemed to be secured hereunder and the Chargee shall be entitled to all rights and remedies with respect to collection of same in the same manner as it would have with respect to collection of principal and interest hereunder or at law.

(h) The Chargor agrees to indemnify and hold the Chargee harmless from any and all claims, demands, sums of money, debts, covenants, bonds, accounts, actions, causes of action, rights, obligations and liability of every kind whatsoever which arise out of claims against the property under the *Construction Act* (Ontario) and that any liens for work and/or supplies that are registered against the Chargor's interest in the property will be promptly discharged within ten (10) days from the date of registration of the lien. The Chargee may, but is not required to, deal with the lien claimant and pay the lien claim into court pursuant to the provision of the *Construction Lien* (Ontario) for the purpose of vacating the lien from title to the property. The Chargor agrees to be liable for all costs, claims, amounts and fees including, without limitation, all legal fees (on a solicitor and his client basis) incurred by the Chargee arising from or in connection with the Chargor or the Chargee obtaining and registering either a

release of the lien or an order vacating the lien.

6. The Chargor covenants and agrees that in the event that the security for the within Charge shall be or shall become a condominium unit(s) the following provisions shall apply:

(a) the Chargor does hereby assign to the Chargee all of its rights to vote or consent in the affairs of the Condominium Corporation having jurisdiction over the subject lands and the Chargee, may at its option, exercise the right of an owner of a condominium unit to vote or consent in the affairs of the Condominium Corporation in the place and stead of such owner, without in any way consulting the owner as to the manner in which the vote shall be exercised or not exercised, and without incurring any liability to the owner or anyone else because of the manner in which such vote or right to consent in the affairs of the Condominium Corporation was exercised.

(b) the Chargor shall pay promptly, when due, any common expenses, assessments, instalments or payments due to the Condominium Corporation.

(c) the Chargor shall observe and perform the covenants and provisions required to be observed and performed under or pursuant to the provisions of the *Condominium Act* (Ontario), all amendments thereto, and any legislation passed in substitution thereof, and the declaration and by-laws of the Condominium Corporation and any amendments thereto.

(d) Where the Chargor defaults in the Chargor's obligation to contribute to the common expenses assessed or levied by the Condominium Corporation, or any authorized agent on its behalf, or any assessment, instalment of payment due to the Condominium Corporation, upon breach of any of the foregoing covenants or provisions in this paragraph contained, regardless of any other action or proceeding taken, or to be taken by the Condominium Corporation, the Chargee, at its option and without notice to the Chargor, may deem such default to be a default under the terms of this Charge and proceed to exercise its rights therein and the Chargee shall be entitled at its option to pay all common expense amounts as they come due and these amounts so paid together with legal fees shall form part of the indebtedness secured under the Charge.

7. The Chargee agrees from time to time, upon receipt of a written request of the Chargor delivered to the Chargee, it will without receipt of any payment on account of principal or interest hereunder promptly provide its release of this Charge in respect of a transfer of a portion of the Charged Premises to any governmental authorities including road dedications, one foot reserves, easements, rights-of-way, park dedications and any other land contributions which any governmental authorities require in connection with the development of the project on the Charged Premises, provided that the same will not in the Chargee's reasonable opinion materially impair the value of the Charged Premises or of any of the Chargee's security documents and provided that if any monies are received by the Chargor from any of the governmental authorities in respect of such dedication or conveyance, same shall be remitted to the Chargee in reduction of the Chargor's indebtedness under the loan from the Chargee to the Chargor.

8. The Chargee agrees that from time to time, upon receipt of a written request of the Chargor delivered to the Chargee, it will without receipt of any payment on account of principal or interest hereunder promptly deliver its consent to (and, if requested to join in, to the extent only of its interest therein), and/or execute and deliver to the Chargor all documents, including postponements of the Chargee's security documents and/or consents to all such documents which may be reasonably required by the Chargor for the purpose of servicing the Charged Premises, registering the Charged Premises in the Land Titles registration system, registering the Charged Premises as one or more condominiums or developing the project on the Charged Premises including without limiting the generality of the

foregoing, easements, rights-of-way, subdivision, site plan, condominium or development agreements, and any documents required by the Chargor in connection with every proceeding by the Chargor with respect to the Charged Premises under the *Planning Act* (Ontario), provided that the same will not in the Chargee's reasonable opinion materially impair the value of the Charged Premises or of any of the Chargee's security documents and the Chargee does not incur any liability thereunder.

9. The Chargor, its agents, employees or contractors, may conduct building operations upon the Charged Premises including, without limiting the generality of the foregoing, demolition or removal of any existing building, surveying, grading, excavation, installation of services and all acts incidental to the development of the lands, in accordance with the plans approved by the Chargee, at any time and from time to time without such acts being deemed acts of waste.

10. In the event of conflict or inconsistency between these additional mortgage terms and Standard Charge Terms 201125, the Chargee shall determine which terms shall prevail. In the event of conflict or inconsistency between the Facility Letter and the terms of this Charge, the provisions of the Facility Letter shall prevail; provided that any provision contained in this Charge that is not contained in the Facility Letter and vice versa shall not in and of itself be considered to be inconsistent or in conflict.

STANDARD CHARGE TERMS
CLAUSES TYPES DE CHARGE
Filing No. 2011-25 Cote
Filing Date 12th Dec. 2011 Date de Dépôt
Page 1 of/de 16 Pages
DIRECTOR OF TITLES
DIRECTRICE DES DROITS IMMOBILIERS

LAND REGISTRATION REFORM ACT
SET OF STANDARD CHARGE TERMS
(Commercial Charge)

Filed By: CAMERON STEPHENS FINANCIAL CORPORATION

The following set of Standard Charge Terms shall be deemed to be included in every Charge in which the set is referred to by its filing number, as provided in Section 9 of the Land Registration Reform Act, as amended.

1. STATUTORY COVENANTS

THE IMPLIED COVENANTS deemed to be included in a charge pursuant to Section 7 (1) of the Land Registration Reform Act (as varied herein) shall be in addition to, and not in substitution for, the covenants and other provisions set forth in the Charge. In the event of any conflict between any such implied covenants (as varied herein) and any other covenant or provision of the Charge, such covenant or provision as herein contained shall prevail.

2. PROVISO FOR REDEMPTION

PROVIDED this Charge shall be void upon payment of the principal sum herein, in lawful money of Canada, with interest as herein provided and taxes and performance of statute labour and performance of all covenants in this Charge.

3. RELEASE

AND THE said Chargor doth release to the said Chargee all its claims upon the said lands subject to the proviso for redemption herein.

4. ADVANCE OF FUNDS

THE CHARGOR agrees that neither the preparation, execution nor registration of this Charge shall bind the Chargee to advance the monies hereby secured, nor shall the advance of a part of the principal sum herein bind the Chargee to advance any unadvanced portion thereof, but nevertheless the estate hereby charged shall take effect forthwith upon the execution of this Charge by the Chargor, and the expenses of the examination of the title and of this Charge and valuation are to be secured hereby in the event of the whole or any balance of the principal sum herein not being advanced, the same to be charged hereby upon the said lands, and shall be without demand thereof, payable forthwith with interest at the rate provided for in this Charge, and in default the remedies herein shall be exercisable.

5. CHARGOR'S COVENANTS

THE CHARGOR covenants with the Chargee that the Chargor will pay the principal sum herein and interest and observe the proviso for redemption herein, and will pay as they fall due all taxes, rates and assessments, whether municipal, local, parliamentary or otherwise which now are or may hereafter be imposed, charged or levied upon the said lands and when required by the Chargee, shall transmit the receipts therefor to the Chargee;

THE CHARGOR further covenants with the Chargee that the Chargor will pay all amounts which are payable hereunder or which are capable of being added to the principal sum herein pursuant to the provisions of this Charge including, without limiting the generality of the foregoing, all servicing or other fees, costs or charges provided for herein; all insurance premiums; the amount paid for the supply of any

fuel or utilities to the said lands; all costs, commissions, fees and disbursements incurred by the Chargee in constructing, inspecting, appraising, selling, managing, repairing or maintaining the said lands; all costs incurred by the Chargee, including legal costs on a solicitor and his own client basis, with respect to the Charge or the enforcement thereof or incurred by the Chargee arising out of, or in any way related to this Charge; any amounts paid by the Chargee on account of any encumbrance, lien or charge against the said lands and any and all costs incurred by the Chargee arising out of, or in any way related to, the Chargee realizing on its security by sale or lease or otherwise;

AND THAT THE CHARGOR has a good title in fee simple to the said lands and has good right, full power and lawful and absolute authority to charge the said lands and to give this Charge to the Chargee upon the covenants contained in this Charge;

AND THAT THE CHARGOR has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the said lands, or any part or parcel thereof, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise, except as the records of the land registry office disclose;

AND THAT THE CHARGOR will execute such further assurances of the said lands as may be requisite;

AND THAT THE CHARGOR will produce the title deeds and allow copies to be made at the expense of the Chargor.

6. INSURANCE

AND THAT the said Chargor will insure and keep insured during the term of this Charge the buildings on the said lands (now or hereafter erected) on an all-risks basis in an amount of not less than the greater of the full replacement value of the buildings located thereon from time to time, or the principal money herein, with no co-insurance provisions and with the Chargee's standard mortgage clause forming part of such insurance policy. The Chargor shall carry such liability, rental, boiler, plate glass and other insurance coverage as is required by the Chargee to be placed with such insurance companies and in such amounts and in such form as may be acceptable to the Chargee. All such policies shall provide for loss payable to the Chargee and contain such additional clauses and provisions as the Chargee may require.

An original of all insurance policies and endorsements from the insurer to the effect that coverage has been initiated and/or extended for a minimum period of at least one year and that all premiums with respect to such term of such coverage have been paid for in full, shall be produced to the Chargee prior to any advance and at least thirty (30) days before expiration of any term of any such respective policy for review by the Chargor's insurance consultant. The cost of such review will be at the Chargor's expense. In the event the Chargor fails to provide to the Chargee evidence that all insurance policies have been renewed or extended within the time specified above, the Chargee may provide therefor and charge the premium paid therefor and interest thereon at the aforesaid rate to the Chargor and any amounts so paid by the Chargee shall be payable forthwith to the Chargee and shall also be a charge upon the said lands secured by this Charge. It is further agreed that the Chargee may at any time require any insurance on the said buildings to be cancelled and new insurance effected with a company to be named by it, and also may, of its own accord, effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefor shall be forthwith payable to it, together with interest at the rate aforesaid by the Chargor (together with any costs of the Chargee as herein set out), and shall be a charge upon the said lands and secured by this Charge.

STANDARD CHARGE TERMS
CLAUSES TYPES DE CHARGE
Filing No. 201125 Code

IN THE EVENT that the evidence of continuation of such insurance as herein required has not been delivered to the Chargee within the required time, the Chargee shall be entitled to a servicing fee for each written inquiry which the Chargee shall make to the insurer or the Chargor pertaining to such renewal (or resulting from the Chargor's non-performance of the within covenants). In the event that the Chargee pursuant to the within provision arranges insurance coverage with respect to the said lands, the Chargee, in addition to the aforenoted servicing fee, shall be entitled to a further servicing fee for arranging the necessary insurance coverage.

IN THE EVENT of any loss or damage the Chargor shall forthwith notify the Chargee in writing and notwithstanding any other provision to the contrary, statutory or otherwise, in the event of any monies becoming payable pursuant to any insurance policy herein required, the Chargee may, at its option, require the said monies to be applied by the Chargor in making good the loss or damage in respect of which the money is received, or in the alternative, may require that any or all of the monies so received be applied in or towards satisfaction of any or all of the indebtedness hereby secured whether or not such indebtedness has become due. No damage may be repaired nor any reconstruction effected without the approval in writing of the Chargee in any event.

THE CHARGOR, upon demand, will transfer all policies of insurance provided for herein and the indemnity which may become due therefrom to the Chargee. The Chargee shall have a lien for the indebtedness hereby secured on all the said insurance proceeds and policies, and may elect to have these insurance monies applied as it may deem appropriate, including payment of monies secured hereby, whether due or not, but the Chargee shall not be bound to accept the said monies in payment of any principal not yet due.

7. UTILITIES

THE CHARGOR covenants that the Chargor will pay all utility and fuel charges related to the said lands as and when they are due and that the Chargor will not allow or cause the supply of utilities or fuel to the said lands to be interrupted or discontinued and that, if the supply of fuel oil or utilities is interrupted or discontinued, the Chargor will take all steps that are necessary to ensure that the supply of utilities or fuel is restored forthwith. It is specifically agreed that the failure to pay all fuel and utility charges as and when they are due or the interruption or discontinuing of the supply of fuel or utilities to the said lands shall constitute a default by the Chargor within the meaning of this Charge and in addition to all other remedies provided for herein, the principal sum of the Charge shall, at the sole option of the Chargee forthwith become due and payable.

8. TAXES

WITH respect to municipal taxes, school taxes and local improvement rates and charges (herein referred to as "taxes") chargeable against the said lands, the Chargor covenants and agrees with the Chargee that:

(a) The Chargee may deduct from any advance of the monies secured by this Charge an amount sufficient to pay the taxes which have become due and payable during any calendar year.

(b) The Chargee may at its sole option estimate the amount of the taxes chargeable against the said lands and payable in each year and the Chargor shall forthwith upon demand of the Chargee pay to the Chargee one-twelfth (1/12) of the estimated annual amount of such taxes on the first 1st day of each and every month during the term of

STANDARD CHARGE TERMS
CLAUSES TYPES DE CHARGE
Filing No. 20125 Cote

this Charge commencing with the 1st day of the first full month of the term of this Charge. The Chargee may at its option apply such payments to the taxes so long as the Chargor is not in default under any covenant or agreement contained in this Charge, but nothing herein contained shall obligate the Chargee to apply such payments on account of taxes more often than yearly. Provided however, that if the Chargor shall pay any sum or sums to the Chargee to apply on account of taxes, and if before such payments have been so applied by the Chargee, 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 payment of the principal and/or interest in default. If the Chargor desires to take advantage of any discounts or avoid any penalties in connection with the payment of taxes, the Chargor may pay to the Chargee such additional amounts as are required for that purpose.

(c) In the event that the taxes actually charged in a calendar year, together with any interest and penalties thereon exceed the amount estimated by the Chargee as aforesaid, the Chargor shall pay to the Chargee, on demand, the amount required to make up the deficiency. The Chargee may at its option, pay any of the taxes when payable, either before or after they are due, without notice, or may make advances therefor in excess of the then amount of credit held by the Chargee for the said taxes. Any excess amount advanced by the Chargee shall be secured as an additional principal sum under this Charge and shall bear interest at the rate as provided for in this Charge until repaid by the Chargor.

(d) The Chargor shall transmit to the Chargee the assessment notices, tax bills and other notices affecting the imposition of taxes upon the said lands forthwith after receipt.

(e) The Chargor shall pay to the Chargee, in addition to any other amounts required to be paid hereunder, the amount required by the Chargee in its sole discretion for a reserve on account of future tax liabilities.

(f) In no event shall the Chargee be liable for any interest on any amount paid to it as hereinbefore required and the monies so received may be held with its own funds pending payment or application thereof as hereinbefore provided; provided that in the event that the Chargee does not utilize the funds received on account of taxes in any calendar year, such amount or amounts may be held by the Chargee on account of any pre-estimate of taxes required for the next succeeding calendar year, or at the Chargee's option the Chargee may repay such amount to the Chargor without any interest.

(g) The Chargor shall in all instances be responsible for the payment of any and all penalties resulting from any late payment of current tax instalments or any arrears of taxes, and at no time shall such penalty be the responsibility of the Chargee.

(h) In the event the Chargee does not collect payments on account of taxes as aforesaid, the Chargor hereby covenants and agrees with the Chargee to deliver to the Chargee on or before December 31st in each calendar year, written evidence from the taxing authority having jurisdiction with respect to the municipal realty taxes levied and assessed against the said lands, such evidence to be to the effect that all taxes for the then current calendar year and any preceding calendar years have been paid in full. In the event of the failure of the Chargor to comply with this covenant as aforenoted the Chargee shall be entitled to charge a servicing fee for each written enquiry directed to such taxing authority or the Chargor, for the purpose of ascertaining the status of the tax account pertaining to the said lands, together with any costs payable to the said taxing authority for such information.

STANDARD CHARGE TERMS
CLAUSES TYPES DE CHARGE
Filing No. 201125 Cote

9. COMPLIANCE WITH LAWS AND REGULATIONS

THE CHARGOR shall promptly observe, perform, execute and comply with all laws, rules, requirements, orders, directions, ordinances, and regulations of every governmental authority or agency concerning the said lands and further agrees at its cost and expense to take any and all steps or make any improvements or alterations thereto, structural or otherwise, ordinary or extraordinary, which may be required at any time hereafter by any such present or future laws, rules, requirements, orders, directions, ordinances or regulations.

10. REPAIR

THE CHARGOR will keep the said lands including the buildings, erections and improvements thereon in good condition and repair according to the nature and description thereof, and the Chargee may, whenever it deems necessary, enter upon and inspect the said lands, and the cost of such inspection shall be added to the indebtedness secured hereunder, and if the Chargor neglects to keep the said lands in good condition and repair, or commit or permit any act of waste on the said lands (as to which the Chargee shall be sole judge) or makes default as to any of the covenants or provisos herein contained, the principal sum herein shall, at the option of the Chargee, forthwith become due and payable, and in default of payment thereof with interest as in the case of payment before maturity, the powers of entering upon and leasing or selling hereby given may be exercised forthwith and the Chargee may make such repairs as it deems necessary, and the cost thereof with interest and the rate aforesaid shall be added to the monies hereby secured and shall be payable forthwith and be a charge upon the said lands prior to all claims thereon subsequent to this Charge.

11. ALTERATIONS OR ADDITIONS

THE CHARGOR will not make or permit to be made any alterations or additions to the said lands without the prior written consent of the Charge(e) which consent may be withheld in the Chargee's sole discretion or may be given only subject to compliance with such terms and conditions at the cost of the Chargor as the Chargee may impose.

12. LANDS INCLUDE ALL ADDITIONS

THE SAID LANDS shall include all structures and installations brought or placed on the said lands for the particular use and enjoyment thereof or as an integral part of or especially adapted for the buildings thereon whether or not affixed in law to the said lands including, without limiting the generality of the foregoing, piping, plumbing, electrical equipment or systems, aerials, refrigerators, stoves, clothes washers and dryers, dishwashers, incinerators, radiators and covers, fixed mirrors, fitted blinds, window screens and screen doors, storm windows and storm doors, shutters and awnings, floor coverings, fences, air conditioning, ventilating, heating, lighting, and water heating equipment, cooking and refrigeration equipment and all component parts of any of the foregoing and that the same shall become fixtures and an accession to the freehold and a part of the realty.

13. CHANGE OF USE

THE CHARGOR will not change or permit to be changed the use of the said lands, without the prior written consent of the Chargee and further that at no time shall the said lands be used in a manner that would contravene the legislation, laws, rules, requirements, orders, directions, ordinances, and regulations of any applicable governmental authority in force from time to time.

STANDARD CHARGE TERMS
CLAUSES TYPES DE CHARGE
Filing No. 20112 5 Cote

14. EVENTS OF DEFAULT

Without limiting any of the provisions of this Charge, each of the following events shall be considered events of default hereunder upon the happening of which the whole of the principal sum outstanding and all interest accruing thereon shall, at the Chargee's option, immediately become due and payable without notice or demand:
(a) Failure of the Chargor or Covenantor(s) or any of them to pay any instalment of principal, interest and/or taxes under this Charge or under any charge or other encumbrance on the said lands, on the date upon which any of the payments for same become due.

(b) Failure of the Chargor or Covenantor(s) to strictly and fully observe or perform any condition, agreement, covenant or term set out in the Application and/or Commitment for the loan secured by this Charge, the provisions of this Charge, or any other document giving contractual relationship as between the Chargor and Chargee herein or if it is found at anytime that any representation to the Chargee with respect to the loan secured by this Charge or in any way related thereto is incorrect or misleading.

(c) Default by the Chargor in the observance or performance of any of the covenants, provisos, agreements or conditions contained in any charge or other encumbrance affecting the said lands, whether or not it has priority over this Charge.

(d) Upon the registration of any construction lien or execution against the said lands which is not discharged within a period of ten (10) days after the date of registration thereof.

(e) In the event that it is discovered that the building(s) on the said lands contain Urea Formaldehyde Foam Insulation or that the Chargor has insulated the property with Urea Formaldehyde Foam Insulation.

15. SALE OR CHANGE OF CONTROL

PROVIDED that in the event of a further encumbrance or a sale, conveyance or transfer of the said lands or any portion thereof, or a change in control of the Chargor or a change in the beneficial ownership of the said lands or any portion thereof or a lease of the whole of the said lands, all sums secured hereunder shall, unless the written consent of the Chargee has been first obtained, forthwith become due and payable at the Chargee's option. The rights of the Chargee pursuant to this provision shall not be affected or limited in any way by the acceptance of payments due under this Charge from the Chargor or any person claiming through or under him and the rights of the Chargee hereunder shall continue without diminution for any reason whatsoever until such time as the Chargee has consented in writing as required by this provision.

PROVIDED further that no permitted sale or other dealing by the Chargor with the said lands or any part thereof shall in any way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or any other person liable for payment of the monies hereby secured.

16. DEFAULT

PROVIDED that the Chargee may, on default of payment, or default in the performance of any covenant in this Charge contained or implied by law or statute for fifteen (15) days, on thirty-five (35) days notice enter on and lease the said lands or in default of payment or in default in performance of any covenant in this Charge

STANDARD CHARGE TERMS
CLAUSES TYPES DE CHARGE
Filing No. 201125 Cote

contained or implied by law or statute for at least fifteen (15) days may, on at least thirty-five (35) days notice sell the said lands. Such notice shall be given to such persons and in such manner and form and within such time as provided under the Mortgages Act, as amended from time to time. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable it is agreed that notice may be effectually given by leaving it with a grown-up person on the said lands, if occupied, or by placing it on the said lands if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargor at his last known address, or by publishing it once in a newspaper published in the county or district in which the lands are situate; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained, or under disability. IF there be legal personal representatives of the Chargor on the death of the Chargor, such notice may, at the option of the Chargee, be given in any of the above modes or by personal service upon such representatives.

PROVIDED FURTHER, without prejudice to the statutory powers of the Chargee under the preceding proviso, that in case default be made in the payment of the said principal or interest or any part thereof and such default continues for two months after any payment of either principal or interest falls due, the Chargee may exercise the powers given under the preceding proviso with or without entry on the said lands without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law.

AND that the Chargee may sell the whole or any part or parts of the said lands by public auction or private contract, or partly one or partly the other; and that the proceeds of any sale hereunder may be applied in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the said lands or by reason of nonpayment or procuring payments of monies secured hereby or otherwise; and that the Chargee may sell any of the said lands on such terms as to credit and otherwise as shall appear to him most advantageous and for such prices as can reasonably be obtained therefor and may make any stipulations as to title or evidence or commencement of title or otherwise which it shall deem proper; and may buy in or rescind or vary any contract for the sale of the whole or any part of the said lands and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as it shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder and the title of a purchaser or lessee upon a sale or lease made in professed exercise of the above power shall not be liable to be impeached on the ground that no cause had arisen to authorize the exercise of such power or that such power had been improperly or irregularly exercised, or that such notice had not been given, but any person damnified by an unauthorized, improper or irregular exercise of the power shall have his remedy against the person exercising the power in damages only.

AND it is hereby agreed between the parties hereto that the Chargee may pay all premiums of insurance and all taxes and rates which shall from time to time fall due and be unpaid in respect of the said lands, and that such payments together with all costs, charges and legal fees (between a solicitor and his own client), and expenses which may be incurred in taking, recovering and keeping possession of the said lands, and of negotiating this loan, investigating title, and registering the Charge and other

necessary deeds, and generally in any other proceedings taken in connection with or to realize this security (including legal fees, real estate commissions, appraisal costs and other costs incurred in leasing or selling the said lands or in exercising the power of entering leasing and selling herein contained), shall be with interest at the rate aforesaid, a charge upon the said lands in favour of the Chargee and that the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the said lands, and that any amount paid by the Chargee shall be added to the monies hereby secured and shall be payable forthwith with interest at the rate herein, and in default this Charge shall immediately become due and payable at the option of the Chargee, and all powers in this Charge conferred shall become exercisable. In the event of the Chargee paying the amount of any such encumbrance, lien or charge, taxes or rates, either out of the money advanced on the security of this Charge or otherwise, the Chargee shall be entitled to all the rights, equities and securities of the person or persons, company, corporation or government so paid and is hereby authorized to obtain an assignment or discharge thereof, and to retain same, for whatever period the Charged shall deem it proper to do so.

PROVIDED that wherever a power of sale is hereby conferred upon the Chargee, all provisions hereof relating to exercising such power, including, without in any way limiting the generality of the foregoing, the persons to whom notice of exercising such power shall be given and the manner of giving such notice, shall be deemed to have been amended so as to comply with the requirements of law from time to time in force with respect to exercising such power of sale, and wherever there shall be a conflict between the provisions of this Charge relating to exercising such power of sale and the requirements of such law, the provisions of such law shall govern. Insofar as there is no such conflict, the provisions of this Charge shall remain unchanged.

PROVIDED that the Chargee may lease or sell as aforesaid without entering into possession of the said lands.

PROVIDED that the Chargee may distrain for arrears of interest and that the Chargee may distrain for arrears of principal and monthly payments of taxes, if required, in the same manner as if the same were arrears of interest.

PROVIDED that in default of the payment of the interest hereby secured the principal sum herein shall become payable at the option of the Chargee, together with interest thereon.

PROVIDED that upon default of payment of installments of principal promptly as the same become due, the balance of the principal and interest shall immediately become due and payable at the option of the Chargee.

PROVIDED that until default hereunder the Chargor shall have quiet possession of the said lands.

PROVIDED that the Chargee may in writing at any time or times after default waive such default and upon such waiver the time or times for payment of the principal secured herein shall be as set out in the proviso for redemption herein. Any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default. No waiver shall be effective or binding on the Chargee unless made in writing.

AND it is further agreed by and between the parties that the Chargee may at its discretion at any time, release any part or parts of the said lands or any other security or any surety for the money hereby secured either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the said lands or any person from this Charge or from any of the

STANDARD CHARGE TERMS
CLAUSES TYPES DE CHARGE
Filing No. 20125 Cote

covenants herein contained, it being especially agreed that every part or lot into which the said lands are or may hereafter be divided does and shall stand charged with all of the monies hereby secured and no person shall have the right to require the principal secured hereunder to be apportioned; further the Chargee shall not be accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. No sale or other dealing by the Chargor with the equity of redemption in the said lands or any part thereof shall in any way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or any other person liable for payment of the monies hereby secured.

IT IS FURTHER agreed that the Chargee may exercise all remedies provided for in this Charge concurrently or in such order and at such times as it may see fit and shall not be obligated to exhaust any remedy or remedies before exercising its rights under any other provisions contained in this Charge.

17. APPOINTMENT OF A RECEIVER

IT IS DECLARED and agreed that at any time and from time to time when there shall be default under the provisions of this Charge, the Chargee may at such time and from time to time and with or without entering into possession of the said lands appoint in writing a Receiver, or a Receiver and Manager, or a Receiver-Manager, or a Trustee (the "Receiver') of the said lands, 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 such Receiver and appoint another in its place and stead, and in making any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor. The Chargor hereby irrevocably agrees and consents to the appointment of such Receiver of the Chargee's choice and without limitation whether pursuant to this Charge, the Mortgages Act, the Construction Lien Act or pursuant to the Trustee Act (as the Chargee may at its sole option require). Without limitation, the purpose of such appointment shall be the orderly management, administration and/or sale of the said lands or any part thereof and the Chargor hereby consents to a Court Order for the appointment of such Receiver, if the Chargee in its discretion chooses to obtain such order, and on such terms and for such purposes as the Chargee at its sole discretion may require, including, without limitation, the power to manage, charge, pledge, lease and/or sell the said lands and/or complete or partially complete any construction thereon and to receive advances of monies pursuant to any charges, pledges and/or loans entered into by the Receiver or the Chargor, and if required by the Chargee, in priority to any existing encumbrances affecting the said lands, including without limitation, charges and construction lien claims.
UPON the appointment of any such Receiver from time to time the following provisions shall apply:

(i) A Statutory Declaration of the Chargee or an Officer of the Chargee as to default under the provisions of this Charge shall be conclusive evidence thereof;

(ii) Every such Receiver shall be the irrevocable agent or attorney of the Chargor for the collection of all rents falling due in respect to the said lands, or any part thereof, whether in respect of any tenancies created in priority to this Charge or subsequent thereto and with respect to all responsibility and liability for its acts and omissions;

(iii) The Chargee may from time to time fix the remuneration of every such Receiver which shall be a charge on the said lands, and may be paid out of the income therefrom or the proceeds of sale thereof;

(iv) The appointment of every such Receiver by the Chargee shall not incur or create any liability on the part of the Chargee to the Receiver in any respect and such appointment or anything which may be done by any such Receiver or the removal of

any such Receiver or the termination of any such receivership shall not have the effect of constituting the Chargee a chargee in possession in respect of the said lands or any part thereof;

(v) The Receiver shall have the power to rent any portion of the said lands for such term and subject to such provisions as it may deem advisable or expedient and shall have the authority to execute any lease of the said lands or any part thereof in the name and on behalf of the Chargor and the Chargor undertakes to ratify and confirm, and hereby ratifies and confirms whatever acts such Receiver may do on the said lands;

(vi) In all instances, the Receiver shall be acting as the attorney or agent of the Chargor,

(vii) Every such Receiver shall have full power to complete any unfinished construction upon the said lands;

(viii) Such Receiver shall have full power to manage, operate, amend, repair, alter or extend the said lands or any part thereof in the name of the Chargor for the purposes of securing the payment of rental from the said lands or any part thereof;
The Receiver shall have full power to do all acts and execute all documents which may be considered necessary or advisable in order to protect the Chargee's interest in the lands including, without limiting the generality of the foregoing, increasing, extending, renewing or amending all Charges which may be registered against the lands from time to time, whether or not such Charges are prior to the interest of the Chargee in the said lands; sale of the said lands; borrowing money on the security of the said lands; applying for and executing all documents in any way related to any rezoning applications, severance of lands pursuant to the provisions of the Planning Act, as amended subdivision agreements and development agreements and agreements for the supply or maintenance of utilities or services to the lands, including grants of lands or easements of rights of way necessary or incidental to any such agreements; executing all grants, documents, instruments and agreements related to compliance with the requirements of any competent governmental authority, whether pursuant to a written agreement or otherwise and applying for and executing all documents in any way related to registration of the lands as a condominium; completing an application for first registration pursuant to the provisions of the Land Titles Act of Ontario or pursuant to the Certification of Titles Act of Ontario; and for all and every of the purposes aforesaid it does hereby give and grant unto the Receiver full and absolute power and authority to do and execute all acts, deeds, matters and things necessary to be done as aforesaid in and about the said lands, and to commence, institute and prosecute all actions, suits and other proceedings which may be necessary or expedient in and about the said lands, as fully and effectually to all intents and purposes as it itself could do if personally present and acting therein.

(ix) Such Receiver shall not be liable to the Chargor to account for monies or damages other than cash received by it in respect to the said lands or any part thereof and out of such cash so received every such Receiver shall pay in the following order:

(a) Its remuneration;

(b) All payments made or incurred by it in the exercise of its powers hereunder;

(c) Any payment of interest, principal and other money which may from time to time be or become charged upon the said lands in priority to the monies owing hereunder and all taxes, insurance premiums and every other proper expenditure made or incurred by it in respect to the said lands or any part thereof.

STANDARD CHARGE TERMS
CLAUSES TYPES DE CHARGE
Filing No. 201125 Cote

THE CHARGOR hereby irrevocably appoints the Chargee as his attorney to execute such consent or consents and all such documents as may be required in the sole discretion of the Chargee and/or its solicitors so as to give effect to the foregoing provisions and the signature of such attorney shall be valid and binding on the Chargor and all parties dealing with the Chargor, the Chargee and/or the Receiver and/or with respect to the said lands in the same manner as if documentation was duly executed by the Chargor himself.

18. INSPECTION

THE CHARGEE shall have access to and the right to insepct the said lands at all reasonable times.

19. RIGHT OF CHARGEE TO REPAIR

THE CHARGOR covenants and agrees with the Chargee that in the event of default in the payment of any instalment or other monies payable hereunder by the Chargor or on breach of any covenant, proviso or agreement herein contained, after all or any of the monies hereby secured have been advanced, the Chargee may, at such time or times as the Chargee may deem necessary and without the concurrence of any person, enter upon the said lands and may make such arrangements for completing the construction of, repairing or putting in order any buildings or other improvements on the said lands or for inspecting, taking care of, leasing, collecting the rents of and managing generally the said lands, as the Chargee may deem expedient; and all reasonable costs, charges and expenses including, but not limited to, allowances for the time and services of any employee of the Chargee or other person appointed for the above purposes, and a servicing fee shall be forthwith payable to the Chargee by the Chargor and shall be a charge upon the said lands and shall bear interest at the aforesaid rate until paid.

20. CHARGEE NOT TO BE DEEMED CHARGEE IN POSSESSION

PROVIDED and it is agreed between the Chargor and the Chargee that the Charges in exercising any of the rights given to the Chargee under this Charge shall be deemed not to be a Charged in possession nor a Mortgagee in possession.

21. ADDITIONAL SECURITY

IN THE EVENT that the Chargee, in addition to the said lands secured hereunder, holds further security on account of the monies secured herein, it is agreed that no single or partial exercise of any of the Chargee's powers hereunder or under any of such security, shall preclude other and further exercise of any other right, power or remedy pursuant to any of such security. The Chargee shall at all times have the right to proceed against all, any, or any portion of such security in such order and in such manner as it shall in its sole discretion deem fit, without waiving any rights which the Chargee may have with respect to any and all of such security, and the exercise of any such powers or remedies from time to time shall in no way affect the liability of the Chargor under the remaining security, provided however, that upon payment of the full indebtedness secured hereunder the rights of the Chargee with respect to any and all such security shall be at an end.

22. TAKING OF JUDGEMENT NOT A MERGER

THE taking of a judgement or judgements on any of the covenants herein contained shall not operate as a merger of the said covenants or affect the Chargee's right to interest at the rate and times herein provided; and further that the said judgement shall provide that interest thereon shall be computed at the same rate and in the same

STANDARD CHARGE TERMS
CLAUSES TYPES DE CHARGE
Filing No. 201125 Cote

manner as herein provided until the said judgement shall have been fully paid and satisfied.

23. PRIORITY OVER VENDOR'S LIEN

THE CHARGOR hereby acknowledges that this Charge is intended to be prior to any vendor's lien, whether in favour of the Chargor or otherwise, and the Chargor covenants that he has done no act to give priority over this Charge to any vendor's lien, nor is he aware of any circumstances that could create a vendor's lien. Further, the Chargor covenants to do all acts and execute or cause to be executed all documents required to give this Charge priority over any vendor's lien and to give effect to the intent of this clause.

24. RENEWAL OR EXTENSION OF TIME: ATTENTION SUBSEQUENT INTERESTS

NO renewal or extension of the term of this Charge given by the Chargee to the Chargor, or anyone claiming under him, or any other dealing by the Chargee with the owner of the equity of redemption of said lands, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the monies hereby secured, and this Charge may be renewed by an agreement in writing at maturity for any term with or without an increased rate of interest, or amended from time to time as to any of its terms, including, without limitation, an increase of interest rate or principal amount notwithstanding that there may be subsequent encumbrancers. And it shall not be necessary to register any such agreement in order to retain priority for this Charge so altered over any instrument registered subsequent to this Charge. PROVIDED that nothing contained in this paragraph shall confer any right of renewal upon the Chargor.

PROVIDED further that the terms of this Charge may be amended or extended from time to time by mutual agreement between the Chargor and the Chargee and the Chargor hereby further covenants and agrees that, notwithstanding that the Chargor may have disposed of his interest in the lands hereby secured, the Chargor will remain liable as a principal debtor and not as a surety for the observance of all of the terms and provisions herein and will in all matters pertaining to this Charge well and truly do, observe, fulfill and keep all and singular the covenants, provisos, conditions, agreements and stipulations in this Charge or any amendment or extension thereof notwithstanding the giving of time for the payment of the Charge or the varying of the terms of the payment thereof or the rate of interest thereon or any other indulgence by the Chargee to the Chargor.

THE CHARGOR covenants and agrees with the Chargee that no agreement for renewal hereof or for extension of the time for payment of any monies payable hereunder shall result from, or be implied from, any payment or payments of any kind whatsoever made by the Chargor to the Chargee after the expiration of the original term of this Charge or of any subsequent term agreed to in writing between the Chargor and the Chargee, and that no renewal hereof or extension of the time for payment of any monies hereunder shall result from, or be implied from, any other act, matter or thing, save only express agreement in writing between the Chargor and the Chargee.

25. CONSTRUCTION LIENS

THE CHARGEE may at its option, withhold from any advances for which the Chargor may have qualified, such holdbacks as the Chargee, in its sole discretion, considers advisable to protect its position under the provisions of the Construction Lien Act, as amended, so as to secure its priority over all liens, until the Chargee is fully satisfied that all lien periods have expired and that there are no preserved or

STANDARD CHARGE TERMS
CLAUSES TYPES DE CHARGE
Filing No. 20125 Cote

perfected liens outstanding. Nothing in this clause shall be constructed to make the Chargee an "owner" or "payer" as defined under the Construction Lien Act, as amended, nor shall there be, or be deemed to be, any obligation by the Chargee to retain any holdback which may be required by the said legislation. Any holdback which may be required to be made by the owner or payer shall remain solely the Chargors obligation. The Chargor hereby covenants and agrees to comply in all respects with the provisions of the Construction Lien Act, as amended.

26. EXPROPRIATION

IF the said lands or any part thereof shall be expropriated by any government, authority, body or corporation clothed with the powers of expropriation, the principal sum herein remaining unpaid shall at the option of the Chargee forthwith become due and payable together with interest thereon at the rate provided for herein to the date of payment together with a bonus equal to the aggregate of (a) three months' interest at the said rate calculated on the amount of the principal remaining unpaid, AND (b) one months' interest at the rate provided for herein calculated on the principal remaining unpaid, for each full year of the term of this Charge or any part of such year from the said date of payment to the date the said principal sum or balance thereof remaining unpaid would otherwise under the provisions of this Charge become due and payable and in any event all the proceeds of any expropriation shall be paid to the Chargee at its option in priority to the claims of any other party.

27. PREAUTHORIZED CHEQUING PLAN

PROVIDED that all payments made under this Charge by the Chargor, his heirs, executors, administrators, successors and assigns shall be made by a preauthorized cheque payment plan as approved by the Chargee. The Chargee shall not be obligated to accept any payment excepting payment made by preauthorized cheque. Failure to make all payments by preauthorized cheque shall be an act of default within the meaning of this Charge and the Chargee shall be entitled to pursue any and all of its remedies herein and/or at law as it may deem necessary at its option.

28. POSTDATED CHEQUES

THE CHARGOR shall, if and when required by the Chargee, in lieu of preauthorized cheque payment plan, deliver to the Chargee upon the first advance of monies hereunder or upon request and thereafter on each anniversary date thereof in each year for the duration of the term of this Charge, postdated cheques for the payments of principal, interest and estimated realty taxes required to be made herein during the twelve-month period commencing on each such anniversary date. In the event of default by the Chargor in delivery to the Chargee of the postdated cheques as herein provided, this Charge shall be deemed in default and the Chargee shall be entitled to pursue any and all of its remedies herein and/or at law as it may deem necessary at its option. In addition, the Chargee upon the Chargor's failure to deliver such postdated cheques as required hereunder shall be entitled to a servicing fee for each written request that it makes to the Chargor for the purpose of obtaining such postdated cheques.

ANY step taken by the Chargee hereunder by way of a request for further postdated cheques shall be without prejudice to the Chargee's rights hereunder to declare the Charge to be in default in the event that such postdated cheques are not delivered within the required time.

STANDARD CHARGE TERMS
CLAUSES TYPES DE CHARGE
Filing No. 201125 Cote

29. PAYMENT

ALL payments of principal, interest and other monies payable hereunder to the Chargee shall be payable at par in lawful money of Canada at such place as the Chargee shall designate in writing from time to time. In the event that any of the monies secured by this Charge are forwarded to the Chargee by mail, payment will not be deemed to have been made until the Chargee has actually received such monies and the Chargor shall assume and be responsible for all risk of loss or delay.

30. RECEIPT OF PAYMENT

ANY payment received after 1:00 p.m. on any date shall be deemed, for the purpose of calculation of interest to have been made and received on the next bank business day and the Chargee shall be entitled to interest on the amount due it, to and including the date on which the payment is deemed by this provision to have been received.

31. NO DEEMED REINVESTMENT

THE PARTIES hereto agree that the Chargee shall not be deemed to reinvest any monthly or other payments received by it hereunder excepting only blended monthly payments, if applicable.

32. DISCHARGE

THE CHARGEE shall have a reasonable period of time after payment in full of the monies hereby secured within which to prepare and execute a discharge of this Charge; and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Chargee; and all legal and other expenses for the preparation and execution of such discharge shall, together with the Chargee's fee for providing same, be borne by the Chargor. The discharge shall be prepared and executed by such persons as are specifically authorized by the Chargee and the Chargee shall not be obligated to execute any discharge other than a discharge which has been so authorized.

33. DISHONOURED CHEQUES

IN THE EVENT that any of the Chargor's cheques are not honoured when presented for payment to the drawee, the Chargor shall pay to the Chargee for each such returned cheque a servicing fee of $200.00 to cover the Chargee's administration costs with respect to same. In the event that the said cheque which has not been honoured by the drawee is not forthwith replaced by the Chargor, the Chargee shall be entitled to a further servicing fee for each written request therefor which may be necessitated by the Chargor not forthwith replacing such dishonoured cheque.

34. SERVICING FEES

ALL servicing fees as herein provided are intended to compensate the Chargee for the Chargee's administrative costs and shall not be deemed a penalty. The amount of such servicing fees if not paid shall be added to the principal amount secured hereunder, and shall bear interest at the rate aforesaid and the Chargee shall have the same rights with respect to collection of same as it does with respect to collection of principal and interest hereunder or at law.

35. STATEMENTS OF ACCOUNT

THE CHARGOR shall be entitled to receive upon written request, a statement of account with respect to this Charge as of any payment date under this Charge and the Chargee shall be entitled to a servicing fee for each such statement.

STANDARD CHARGE TERMS
CLAUSES TYPES DE CHARGE
Filing No. 201125 Cote

36. FAMILY LAW ACT

THE CHARGOR shall forthwith after any change or happening affecting any of the following, namely, (a) the spousal status of the Chargor, (b) the qualification of the said lands as a matrimonial home within the meaning of the Family Law Act, as amended, (c) the ownership of the equity of redemption in the said lands, and (d) a shareholder of the Chargor obtaining rights to occupy the said lands by virtue of shareholding within the meaning of the Family Law Act, as the case may be, the Chargor will advise the Chargee accordingly and furnish the Chargee with full particulars thereof, the intention being that the Chargee shall be kept fully informed of the names and addresses of the owner or owners for the time being of the said equity of redemption and of any spouse who is not an owner but who has a right of possession in the said lands by virtue of the said Act. In furtherance of such intention, the Chargor covenants and agrees to furnish the Chargee with such evidence in connection with any of (a), (b), (c) and (d) above as the Chargee may from time to time request

37. INDEPENDENT LEGAL ADVICE

THE CHARGOR and Covenantor(s) acknowledge that they have full knowledge of the purpose and essence of this transaction, and that they have been appropriately and independently legally advised in that regard or have been advised of their right to independent legal advice and have declined same. Such parties agree to provide to the Chargee a Certificate of Independent Legal Advice as and when same may be required, regarding their knowledge and understanding of this transaction.

38. NONMERGER

NOTWITHSTANDING the registration of this Charge and the advance of funds pursuant hereto, the terms and/or conditions of the Letter of Commitment pertaining to the loan transaction evidenced by this Charge shall remain binding and effective on the parties hereto, and shall not merge in this Charge nor in any document executed and/or delivered on closing of this transaction, and the terms thereof are incorporated herein by reference. In the event of any inconsistency between the terms of such Letter of Commitment and this Charge, this Charge shall prevail.

39. CONSENT OF CHARGEE

WHEREVER the Chargor is required by this Charge to obtain the consent or approval of the Chargee, it is agreed that, subject to any other specific provision contained in this Charge to the contrary, the Chargee may give or withhold its consent or approval for any reason that it may see fit in its sole and absolute discretion, and the Chargee shall not be liable to the Chargor in damages or otherwise for its failure or refusal to give or withhold such consent or approval, and all costs of obtaining such approval shall be for the account of the Chargor.

40. INVALIDITY

IF ANY of the covenants or conditions in this Charge inclusive of all schedules forming a part hereof shall be void for any reason it shall be severed from the remainder of the provisions hereof and the remaining provisions shall remain in full force and effect notwithstanding such severance.

41. HEADINGS

THE headings with respect to the various paragraphs of this Charge are intended to be for identification of the various provisions of this Charge only and the wording of such headings is not intended to have any legal effect.

STANDARD CHARGE TERMS
CLAUSES TYPES DE CHARGE
Filing No. 201125 Cote

42. INTERPRETATION

PROVIDED and it is hereby agreed that, in construing this Charge, everything herein contained shall extend to and bind and may be enforced or applied by the respective heirs, executors, administrators, successors in office, successors and assigns, as the case may be, of each and every of the parties hereto, and where there is more than one Chargor or Chargee or more than one covenantor, or there is a female party or a corporation or there is no covenantor, the provisions hereof shall be read with all grammatical changes thereby rendered necessary, and all covenants shall be deemed to be joint and several.

43. SHORT FORM OF MORTGAGES ACT

IF ANY of the forms of words contained herein are substantially in the form of words contained in Column One of Schedule B of the [Short Form of Mortgages Act, R.S.O. 1980, c.474] and distinguished by a number therein, this Charge shall be deemed to include and shall have the same effect as if it contained the form of words in Column Two of Schedule B of the said Act distinguished by the same number, and this Charge shall be interpreted as if the Short Form of Mortgages Act was still in full force and effect.

44. BONUS

UPON DEFAULT of payment of any principal monies hereby secured at the time or times herein provided, the Chargee shall be entitled to require, in addition to all monies payable in accordance with this Charge, a bonus equal to three (3) months' interest in advance on the said principal monies and the Chargor shall not be entitled to require a discharge of this Charge without such payment. Nothing herein contained shall effect or limit the right of the Chargee to recover by action or otherwise the principal money so in arrears after default has been made.

45. COST

IN THIS CHARGE the word "cost" shall extend to and include legal costs incurred by the Chargee as between a solicitor and his own client.

46. NOTICE

WHENEVER a party to this Charge desires to give any notice to another, it shall be sufficient for all purposes if such notice is personally delivered or sent by registered or certified mail, postage prepaid, addressed to the intended recipient at the address stated herein or such other address communicated in writing by the addressee in a written notice to the sender.

Dated the 28th day of November, 2011.

CAMERON STEPHENS FINANCIAL CORPORATION

Per: _____
Name: Scott Cameron
Title: President
I have authority to bind the corporation.

STANDARD CHARGE TERMS
CLAUSES TYPES DE CHARGE
Filing No. 201125 Cote

APPENDIX N

CITATION: Cameron Stephens Mortgage Capital Ltd. V. 2011836 Ontario Corp, 2026 ONSC 5375
COURT FILE NO.: CV-23-00710795-00CL
DATE: 20260923

SUPERIOR COURT OF JUSTICE – ONTARIO
(COMMERCIAL LIST)

RE: Cameron Stephens Mortgage Capital Ltd., Applicant

And

2011836 Ontario Corp., Jefferson Properties Limited Partnership, 1000162801 Ontario Corp., American Corporation and 1000199992 Ontario Corp., Respondents

BEFORE: Justice J. Dietrich

COUNSEL: *Wendy Hope Greenspoon-Soer, Yupei (Summer) Xia*, for Cameron Stephens Mortgage Private Ltd.

Ryan Shah, Sophia Khan Basu (Articling Student), for Albert Gelman Inc. Receiver

Chelsea McKee, for MNP Ltd.

Fengxi Fanseay Wang, Self-Represented

HEARD: September 8, 2026

AMENDED - REASONS FOR DECISION

[1] Albert Gelman Inc., the court appointed receiver of 2011836 Ontario Corp. and Jefferson Properties Limited Partnership (the "**Debtors**") seeks an order:

a. declaring Fengxi Fanseay Wang, the principal of the Debtors, a vexatious litigant under s. 140 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 or in the alternative, an order under r. 37.16 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, prohibiting Mr. Wang from filing motions in this proceeding without leave of the Court;

b. requiring Mr. Wang to post security for costs in connection with three outstanding motions in the amount of $60,000 ($20,000 each) within 30 days, failing which the motions be dismissed;

c. restraining Mr. Wang from disseminating the Target Price List (the confidential list of minimum prices under which the Receiver can convey certain condominium

units without attending a Court hearing) in a manner that contravenes a non-disclosure agreement Mr. Wang entered into with the Receiver; and

d. approving the tenth report to the Court dated March 26, 2026, the first supplement to the tenth report to the Court dated April 17, 2026, and the second supplement to the tenth report to the Court dated June 10, 2026. (the "**Tenth Report**").

[2] Defined terms used but not defined herein have the meaning given to them in the factum of the Receiver filed for use on this motion.

[3] Cameron Stephens Mortgage Capital Ltd. (the "**Lender**") supports the relief requested by the Receiver.

[4] Mr. Wang is self represented. He has opposed virtually every step in this receivership proceeding and has sought leave to appeal many of the orders made (without success). He has also brought three motions which are currently outstanding, being:

a. a motion commenced on May 9, 2025, seeking, among other things, the appointment of a "neutral, court-approved construction professional to conduct on-site inspection" of the project and an order granting leave to Mr. Wang to bring a motion seeking appointment of an independent inspector to report on the Receiver's activities (the "**First Investigation Motion**");

b. a motion commenced on July 10, 2025, seeking to vacate the Orders of Steele J. made on June 26 and July 4, 2025, as well as an order requiring that the Receiver produce certain documents including all executed sale agreements, marketing materials, broker reports and closing schedules to Mr. Wang (the "**Second Investigation Motion**"); and

c. a motion commenced on February 25, 2026, for leave to commence an action against the Receiver (the "**Receiver Action Motion**") seeking damages against the Receiver for alleged gross negligence or, in the alternative, willful misconduct.

[5] Mr. Wang was also adjudged bankrupt by Order of Kimmel J. dated December 1, 2025, based in part on a guarantee executed by Mr. Wang in favour of the Lender regarding the obligations of the Debtors. In that decision, *Wang, Fengxi (Re),* 2025 ONSC 6707 [***Re Wang***] at paras. 6 and 10, Kimmel J. noted that as of October of 2025, the Lender was owed approximately $58 million and is expected to suffer a shortfall of at least $15 million. The bankruptcy order is also subject to an outstanding appeal by Mr. Wang.

[6] As well, Mr. Wang commenced an action against the Lender and its two principals on November 7, 2025, (in the midst of the bankruptcy application hearing) alleging bad-faith and wrongful conduct. A defence has been filed in that proceeding, but it has not yet proceeded further.

[7] For the reasons set out below, subject to the modifications outlined in paragraph 67, the relief requested by the Receiver is granted.

Issue 1: Should Mr. Wang be declared a vexatious litigant or otherwise prohibited from filing motions in this proceeding without leave of the Court?

The Test

[8] Declaring a person vexatious is an extraordinary power that must be exercised sparingly and with the greatest of care: *Dobson v. Green*, 2012 ONSC 4432, at para. 6.

[9] Section 140(1) of the *Courts of Justice Act* provides:

> 140 (1) If a judge of the Superior Court of Justice or of the Court of Appeal is satisfied that a person has persistently and without reasonable grounds instituted vexatious proceedings in any court or conducted a proceeding in any court in a vexatious manner, the judge may make an order that includes any of the following terms:
>
> 1. No further proceeding may be instituted by the person in any court, except by leave of a judge of the Superior Court of Justice.
>
> 2. No proceeding previously instituted by the person in any court shall be continued, except by leave of a judge of the Superior Court of Justice.
>
> 3. Any other term that is just. 2024, c. 2, Sched. 6, s. 7 (1).

[10] In *Re Lang Michener and Fabian* (1987), 59 O.R. (2d) 353 (Ont. H.C.), the Court set out a non-exhaustive list of the characteristics of vexatious litigants:

a. the bringing of one or more actions to determine an issue which has already been determined by a court of competent jurisdiction constitutes a vexatious proceeding;

b. where it is obvious that an action cannot succeed, or if the action would lead to no possible good, or if no reasonable person can reasonably expect to obtain relief, the action is vexatious;

c. vexatious actions include those brought for an improper purpose, including the harassment and oppression of other parties by multifarious proceedings brought for purposes other than the assertion of legitimate rights;

d. it is a general characteristic of vexatious proceedings that grounds and issues raised tend to be rolled forward into subsequent actions and repeated and supplemented, often with actions brought against the lawyers who have acted for or against the litigant in earlier proceedings;

e. in determining whether proceedings are vexatious, the court must look at the whole history of the matter and not just whether there was originally a good cause of action;

f. the failure of the person instituting the proceedings to pay the costs of unsuccessful proceedings is one factor to be considered in determining whether proceedings are vexatious; and

g. the respondent's conduct in persistently taking unsuccessful appeals from judicial decisions can be considered vexatious conduct of legal proceedings.

[11] As noted by Osborne J. (as he then was) in *Seferovic et al. v. 285 Spadina*, 2023 ONSC 5578 [***Seferovic***] at para. 9, "the Court must look at the whole history of the matter and not just whether there was originally a good cause of action".

[12] As an alternative, the Receiver also requests relief pursuant to r. 37.16 of the *Rules of Civil Procedure*. In that regard, the test is similar to that under s. 140 of the *Courts of Justice Act*, although the scope of the rule is narrower than the scope of s. 140 and the factors described above in the context of vexatious litigant orders apply equally to a r. 37.16 motion: see *Seferovic*, at para. 10.

[13] Given the nature of the relief requested, a summary of Mr. Wang's involvement in these proceedings is necessary.

History of the Receivership

[14] The Receiver was appointed by Order dated December 21, 2023. Jefferson Properties Limited Partnership is a limited partnership established for the purpose of constructing a condominium project, (the "**Project**") located at real property municipally known as 39, 53 and 67 Jefferson Side Road, Richmond Hill, Ontario (the "**Real Property**"). The Project consists of 96 residential units, being 60 stacked condominium townhome units and 36 freehold townhome units (collectively, the "**Units**").

[15] On February 26, 2024, the Receiver brought a motion seeking an increase to its authorized borrowing limit (the "**First Borrowing Limit Motion**") under the Appointment Order from $9,500,000 to $20,000,000. On March 4, 2024, Steele J. heard the First Borrowing Limit Motion. Mr. Wang opposed the relief sought by the Receiver but only filed his materials for the motion at approximately 10:00 p.m.the evening before the hearing. As a result, Steele J. increased the Receiver's authorized borrowing limit to $11,500,000 and adjourned the balance of the relief sought by the Receiver to March 18, 2024.

[16] In March and April 2024, the First Borrowing Limit Motion was adjourned twice to enable the Receiver to address new developments and consult with stakeholders on the relief the Receiver would be seeking. On May 1, 2024, the Receiver amended the First Borrowing Limit Motion to also seek an increase in its borrowing limit to $31,500,000 and authorization to disclaim 28 agreements of purchase and sale entered into between the Debtors and purchasers of certain Units prior to the appointment of the Receiver (as amended, the "**Disclaimer Motion**"). The Disclaimer Motion was heard on May 27, 2024. Mr. Wang objected to the relief sought by the Receiver, as well as the Receiver's decision to pause construction of the Project on January 24, 2024, as a result of health and safety concerns related to the Project. On June 18, 2024, Steele J. released her decision in

connection with the Disclaimer Motion, which granted the relief sought by the Receiver and dismissed the objections raised by Mr. Wang.

[17] In April 2025, the Receiver brought another motion requesting an increase to its borrowing limit under the Appointment Order, from $31,500,000 to $40,000,000, among other relief (the "**Second Borrowing Limit Motion**"). This increase was requested following a third-party assessment of the costs to complete the Project. In response, at the April 23, 2025, hearing of the Second Borrowing Limit Motion, Mr. Wang requested an adjournment. Steele J. granted the request and adjourned the hearing to May 2, 2025, to provide Mr. Wang with the opportunity to retain counsel.

[18] At the May 2, 2025, hearing of the Second Borrowing Limit Motion, Mr. Wang (who had not retained counsel) raised a number of issues with the Receiver's oversight of the Debtor's affairs including the Receiver's decision to cease construction of the Project in January 2024, the Receiver's decision to retain a new construction manager for the Project in 2024, and the Receiver's borrowing money as previously authorized. In his responding affidavit, Mr. Wang requested a number of remedies including the appointment of an independent construction consultant to review the Receiver's management of the Project, permission to cross-examine the Receiver, and a direction that the Receiver list the Project for sale. Steele J. granted the relief sought by the Receiver and dismissed Mr. Wang's objections. In her endorsement, Steele J. noted that Mr. Wang took issue with certain steps taken by the Receiver, including the Receiver's decision to halt construction in January 2024 and to replace the construction manager. However, she noted those actions were previously approved by the Court.

[19] On May 9, 2025, Mr. Wang commenced the First Investigation Motion, which as noted above, is a motion seeking, among other things, the appointment of a "neutral, court-approved construction profession to conduct on-site inspection" of the Project and an order granting leave to Mr. Wang to bring a motion seeking appointment of an independent inspector to report on the Receiver's activities. On May 29, 2025, the Receiver filed a request under rr. 2.1.01 and 2.1.02 (the "**Rule 2.1 Request**") that the Court dismiss the First Investigation Motion as frivolous, vexatious and an abuse of process on the grounds that the First Investigation Motion sought relief that was already addressed by the Court in connection with the Second Borrowing Limit Motion.

[20] On June 2, 2025, Kimmel J. declined to schedule the First Investigation Motion, given the outstanding Rule 2.1 Request. On August 20, 2025, Cavanagh J. denied the Receiver's Rule 2.1 Request finding that the relief set out in that motion had not been decided by the Court. No further steps were taken by Mr. Wang to move the First Investigation Motion forward until May 4, 2026 (as described below).

[21] On June 16, 2025, the Receiver commenced a motion seeking an Order directing the Land Registry Office to register declarations for condominiums in respect of the Real Property notwithstanding that such declarations did not include signed consents on behalf of Dragon Holding, a corporation controlled by Mr. Wang, who refused to provide the requested consent although previously agreeing to do so (the "**Condominium Motion**"). On June 26, 2025, the Condominium Motion was scheduled to be heard by Steele J., to which Mr. Wang

did not appear at this hearing and the Condominium Motion was adjourned to July 4, 2025. Steele J. determined that Mr. Wang should have one final opportunity (until July 4, 2025) to deliver signed consents to the condominium declarations to the Receiver. On July 4, 2025, Steele J. heard the Condominium Motion. Mr. Wang again did not appear at this hearing and did not file any materials. Steele J. ordered the York Land Registry Office to accept the Condominium Declaration of 2011836 Ontario Corp. despite Dragon Holding not executing the consent.

[22] On July 10, 2025, Mr. Wang commenced the Second Investigation Motion which as noted above, sought to vacate the Orders of Steele J. made on June 26 and July 4, 2025, as well as an Order requiring that the Receiver produce certain documents to Mr. Wang.

[23] On September 8, 2025, the Receiver commenced a motion (the "**Sales Process Motion**") seeking, among other things:

> (a) an Order amending the Appointment Order to authorize the Receiver to sell the Units without approval of the Court where the sale price of the Unit under the agreement of purchase and sale is not less than a minimum threshold price filed confidentially with the Court in the form of the Target Price List; and
>
> (b) an Order approving the Sales Process described in the Sixth Report of the Receiver dated September 9, 2025.

[24] Mr. Wang commenced a cross motion in response to the Sales Process Motion (the "**Cross Motion**"). This Cross Motion sought, among other things: (a) a stay of "retail" Unit sales pending completion of a Court-supervised bulk-sale market test; (b) the immediate appointment of an independent Sales Monitor/Inspector, reporting directly to the court, to investigate the Receiver's conduct and oversee the Sales Process; and (c) disclosure of the Target Price List to stakeholders. Following the hearing on October 23, 2025, on November 28, 2025, Kimmel J. dismissed the Cross Motion and allowed the Sales Process Motion, in part (the Receiver's request for an order authorizing the unit sales was adjourned *sine die*).

[25] On November 24, 2025, a case conference was held at Mr. Wang's request where he sought an order that a single judge be appointed to case manage seven proceedings, which Mr. Wang alleged to be related. Kimmel J. declined Mr. Wang's request. These proceedings were:

a. this receivership proceeding;

b. the application for a bankruptcy order against Mr. Wang made by the Lender;

c. the action commenced by Mr. Wang against the Lender;

d. an action commenced by Windsor Private Capital Limited Partnership, a secured creditor of the Debtors, against Mr. Wang;

e. an action commenced by Duca Financial Services Credit Union Ltd. against AmerCan Corporation (a separate corporation related to Mr. Wang) and others;

f. an action commenced by the Court-appointed receiver of AmerCan Corporation against Xiaojing Jessica Sun and Mr. Wang; and

g. an action commenced by Duca Financial Services Credit Union Ltd. against Mr. Wang.

[26] On December 19, 2025, I heard the return of the Sales Process Motion, where the Receiver sought an Order amending the Appointment Order to authorize the Receiver to sell the Units without approval of the Court. The sale price of the Unit under the agreement of purchase and sale is not less than a minimum threshold price filed confidentially with the Court, as well as two approval and vesting orders in respect of agreements to purchase Units. At the hearing of this motion, Mr. Wang sought an adjournment of the Receiver's motion, which was denied and the relief sought by the Receiver was granted.

[27] On December 30, 2025, Mr. Wang purported to appeal the Order of December 19, 2025 to the Court of Appeal. In response, the Receiver brought a motion for a declaration that the appeal could not be brought as of right under s. 193 of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, among other things. Mr. Wang also brought a motion seeking a stay of that Order and, if necessary, leave to appeal. On January 22, 2026, Favreau J.A. heard the motions of the Receiver and Mr. Wang, granted the relief sought by the Receiver, and dismissed Mr. Wang's motion. Favreau J.A. held that: "Mr. Wang is essentially seeking to relitigate issues that have already been decided by the court below multiple times" and "[h]is proposed appeal therefore appears to be a collateral attack on earlier court orders." *Cameron Stephens Mortgage Capital Ltd. v. 2011836 Ontario Corp.*, 2026 ONCA 77, at para. 30(b). Additionally, costs were awarded to the Receiver as against Mr. Wang in the amount of $13,500. To date, Mr. Wang has not satisfied this award. On April 3, 2026, Mr. Wang sought leave to appeal Favreau J.A.'s decision to the Supreme Court of Canada. That application for leave to appeal is still outstanding.

[28] On January 14, 2026, the Receiver commenced a motion seeking approval and vesting orders in respect of agreements to purchase Units executed prior to the appointment of the Receiver (the "**Pre-Receivership AVO Motion**"). On January 28, 2026, at the hearing of the Pre-Receivership AVO Motion, Conway J. dismissed Mr. Wang's adjournment request. Mr. Wang also requested that the Court make an Order requiring the Receiver to disclose unredacted copies of the relevant agreements to him. Conway J. granted the relief sought by the Receiver and declined to grant the relief sought by Mr. Wang (noting that Mr. Wang had, in the past, publicly disclosed sealed information).

[29] On February 2, 2026, Mr. Wang commenced a motion (the "**Governance Motion**") seeking: (a) "Directions governing future disclosures and approval processes for unit sales"; (b) "An order requiring the Receiver, in future approval motions, to explain why any lower price is commercially reasonable and consistent with its duty to preserve stakeholder value, particularly with respect to preserving pre-receivership firm sales"; and (c) various orders requiring the Receiver to disclose confidential financial information to stakeholders, including Mr. Wang. Mr. Wang scheduled a case conference before Conway J. to request that the Governance Motion be scheduled. The Receiver opposed the scheduling of the Governance Motion on the grounds that it represented a collateral attack

on a number of different Court orders. The Receiver also sought to use the case conference to set a timetable for the consideration of the Receiver's request for costs against Mr. Wang in connection with the Pre-Receivership AVO Motion.

[30] On February 11, 2026, the Receiver and Mr. Wang attended a case conference before Conway J. where she declined to schedule the Governance Motion, holding that: "[t]his court has clearly dealt with the sale process for the units and the parameters and requirements the Receiver must follow. The court retains its supervisory role with respect to the activities of the Receiver, a court officer. The issues on the Governance Motion are subsumed in those prior orders and the court's continuing supervisory role. No further clarification is required." She also set a schedule for the exchange of cost submissions.

[31] Mr. Wang did not file cost-submissions in respect of the Pre-Receivership AVO Motion in accordance with a court-mandated schedule and on March 9, 2025, Conway J. awarded the Receiver its costs in the amount of $4,978.22 against Mr. Wang in connection with the Pre-Receivership AVO Motion. On March 18, 2026, Mr. Wang sought leave to appeal Conway J.'s March 9, 2026 Cost Order. This leave application appears to be outstanding.

[32] On February 6, 2026, Mr. Wang commenced a motion seeking leave to represent the Debtors in this proceeding (the "**Rule 15 Motion**"). On March 18, 2026, Conway J. heard and dismissed the Rule 15 Motion, noting in her endorsement that: "[i] am not persuaded that Mr. Wang is reasonably capable of advocating on behalf of the Respondents. I understand that this is not a high threshold, but it is met in this case given his history of seeking to relitigate matters." On March 29, 2026, Mr. Wang sought leave to appeal the Order dismissing his Rule 15 Motion. On April 7, 2026, Conway J. awarded the Receiver its cost of the Rule 15 Motion against Mr. Wang on a substantial indemnity basis in the amount of $3,745.95.

[33] On February 25, 2026, Mr. Wang served the Receiver Action Motion seeking leave to commence an action for damages against the Receiver for alleged gross negligence or, in the alternative, willful misconduct. As noted above, that motion remains outstanding.

[34] On May 4, 2026, Mr. Wang served a notice of motion seeking, among other things, an order permitting the First Investigation Motion to be "regularized, amended, continued, and scheduled." On May 15, 2026, Mr. Wang and counsel to the Receiver attended a case conference before Black J., that was scheduled by Mr. Wang where he sought to schedule the First Investigation Motion. The Receiver objected to the scheduling of the First Investigation Motion because, among other things, this motion was outstanding at the time. Black J. declined to schedule the First Investigation Motion and awarded the Receiver its costs of the case conference against Mr. Wang on a substantial indemnity basis in the amount of $600, noting that "Mr. Wang is apparently refusing to "take no for an answer"". On May 25, 2026, Mr. Wang sought leave to appeal Black J.'s Order of May 15, 2026, in a motion filed with the Divisional Court. The Receiver has advised Mr. Wang that in its view the Divisional Court is not the proper court to seek leave from.

[35] On May 13, 2026, Rahman J.A. dismissed Mr. Wang's request for leave to appeal the Rule 15 Motion. In the same decision, Rahman J.A. dismissed the Receiver's request for security

for costs in respect of the leave to appeal motions for the Rule 15 Motion and the March 9, 2026, Costs Order of Conway J. on the basis that r. 61.01 does not permit the Court of Appeal to order security for costs for a motion for leave to appeal. As well, in that decision, Rahman J.A. dismissed the Lender's request for security for costs in respect of Mr. Wang's appeal of the bankruptcy order made against him by Kimmel J., as the Court of Appeal was not satisfied there was good reason to believe that the appeal was vexatious. Mr. Wang was also ordered to pay costs to the Receiver of $8,000. During oral submissions before me, Mr. Wang advised that he is seeking leave to appeal Rahman J.A.'s decision to the Supreme Court of Canada.

[36] On May 21, 2026, the Receiver sought and obtained an amended and restated approval and vesting order in respect of Unit 305, among other relief. Mr. Wang appeared at the hearing of the Receiver's motion and made submissions opposing this relief as well. Myers J. denied Mr. Wang standing to participate in the hearing and awarded the Receiver its cost of the motion against Mr. Wang in the amount of $1,500. In that Endorsement, Myers J. found that “Mr. Wang complains about issues that have been dealt with long ago. He will not or cannot let go.” (para. 11), “Mr. Wang does not have a realistic economic stake in the outcome of the receivership proceeding (para. 16) and that “he has other assets here and abroad which will sustain him. That makes his failure to pay outstanding costs awards deliberate and contumelious breaches.” (para. 36). On June 5, 2026, Mr. Wang filed a motion for leave to appeal Myers’ J. Order. I was advised during oral submissions that a motion seeking an extension of time to file materials is outstanding in respect of this leave to appeal request.

Analysis

[37] The history above shows that although Mr. Wang may have had, at one point, a good cause of action, he has consistently refused to accept this Court’s decisions. As noted by Myers J., he no longer has an economic interest in the proceeding, but continues to oppose almost every request for relief brought by the Receiver. This continually increases costs of the stakeholders of the Debtors, primarily the Lender. Further, the lack of economic interest in the proceedings raises concerns that Mr. Wang is pursuing litigation for purposes other than the assertion of legitimate rights. During submissions, Mr. Wang, who is sincere and passionate in his concerns, explained that he remains driven because God wants him to reveal the Receiver’s conduct to the public.

[38] Mr. Wang has sought leave to appeal to the Court of Appeal for numerous decisions of this Court. He has not been successful and is now in the process of seeking leave to appeal to the Supreme Court of Canada for at least two decisions of the Court of Appeal. Mr. Wang is also attempting to seek leave to appeal from the Divisional Court as well.

[39] Mr. Wang has also failed to pay six cost awards that have been made against him. These include costs awarded by Favreau J.A. of $13,500 on February 4, 2026; costs awarded by Conway J. of $4,978.22 on March 9, 2026; costs awarded by Conway J. of $3,745.95 on April 7, 2026; costs awarded by Rahman J.A. of $8,000 on May 13, 2026.; costs awarded by Black J. of $600 on May 15, 2026; and costs awarded by Myers J. of $1,500 on May 21, 2026.

[40] A review of the statement of claim brought by Mr. Wang against the Lender and its principals on November 7, 2025, shows that Mr. Wang's complaints in that action are matters that were and could have been raised in defense to the original Receivership application, including allegations that the Lender acted in bad faith specifically, in its enforcement efforts. The statement of claim also takes issue with actions of the Receiver including the costs of the Receivership and the sales process for the Units. Many of the same complaints that Mr. Wang has raised in the Receivership proceeding have also been raised in the action he has commenced against the Lender.

[41] On balance, I am satisfied that Mr. Wang bears a significant number of the hallmarks of a vexatious litigant. Subject to the comments below, I find it is appropriate that a declaration should issue under s. 140 of the *Courts of Justice Act*, that he is deemed a vexatious litigant and under r. 37.16 of the *Rules of Civil Procedure*, with respect to this specific proceeding.

[42] The one concern I have with respect to the relief sought is its effect on Mr. Wang's appeal of the bankruptcy order made by Kimmel J. on December 1, 2025. I recognize that Rahman J.A. found that this appeal, in and of itself, was not vexatious when he declined to order security for costs in favour of the Lender. However, my findings pursuant to s. 140(1) of the *Courts of Justice Act* are based on the complete litigation history and factors set out above - not on one specific appeal. That said, given Rahman J.A.'s recent decision related to the bankruptcy appeal, I exercise my discretion to exempt that appeal from the terms of the order pursuant to s. 140(1) of the *Courts of Justice Act*. The appeal of the bankruptcy order made against Mr. Wang is not subject to the requirement that leave must be obtained prior to that proceeding continuing.

Issue 2: Should Mr. Wang be required to post Security for Costs to proceed with the outstanding Motions failing with those motions be dismissed?

[43] The Receiver also requests an order that prior to seeking to proceed with the three outstanding motions that Mr. Wang has already commenced, he be required to post $60,000 in security for costs ($20,000 for each motion) and that if Mr. Wang does not do so with 30 days, the outstanding motions be dismissed.

[44] For the reasons set out below, I agree that security for costs should be ordered.

[45] Rule 56.01(1) sets out the criteria when a Court may order security for costs:

> 56.01 (1) The court, on motion by the defendant or respondent in a proceeding, may make such order for security for costs as is just where it appears that,
>
> (a) the plaintiff or applicant is ordinarily resident outside Ontario;
>
> (b) the plaintiff or applicant has another proceeding for the same relief pending in Ontario or elsewhere;
>
> (c) the defendant or respondent has an order against the plaintiff or applicant for costs in the same or another proceeding that remain unpaid in whole or in part;

> (d) the plaintiff or applicant is a corporation or a nominal plaintiff or applicant, and there is good reason to believe that the plaintiff or applicant has insufficient assets in Ontario to pay the costs of the defendant or respondent;
>
> (e) there is good reason to believe that the action or application is frivolous and vexatious and that the plaintiff or applicant has insufficient assets in Ontario to pay the costs of the defendant or respondent; or
>
> (f) a statute entitles the defendant or respondent to security for costs.
>
> (2) Subrule (1) applies with necessary modifications to a party to a garnishment, interpleader or other issue who is an active claimant and would, if a plaintiff, be liable to give security for costs [Emphasis added].

[46] The Receiver moves under r. 56.01(1)(a)(c) and (e).

[47] The Court's jurisdiction to grant security for costs is discretionary. If the moving party shows that one of six factors listed in r. 56.01(1) applies, then the onus shifts to the responding party to show that it would be unjust in the circumstances to order security for costs: see *In the Matter of a Plan of Compromise or Arrangement of BZAM Ltd. et al*., 2024 ONSC 3902, 14 C.B.R. (7th) 333 [***BZAM***] at para. 19.

[48] The threshold for the first stage of the analysis is 'light': see *BZAM*, at para. 20 relying on *JoBro Film Finance Ltd., v. National Bank of Canada*, 2020 ONSC 975, at para. 6.

Stage One – Does a Factor in Rule 56.01 Apply?

[49] Mr. Wang has identified his address as being in Fuzhou, China in filed court documents. As noted in the reasons for decision of Kimmel J. in connection with the order adjudging Mr. Wang bankrupt, Mr. Wang specifically stated that he resides in China: see *Re Wang*, at para. 13.

[50] Mr. Wang's oral submissions in opposition to the Receiver's motion (which were filed in writing) note at paragraph 30 that "substantial Ontario assets and economic interests plainly exist, although their value and ultimate allocation have not yet been finally determined. My current residence in China does not mean that I have no assets or economic interest in Ontario."

[51] Accordingly, I am satisfied that the Receiver has met the required onus, and it appears based on the evidence before me, that Mr. Wang is not ordinarily resident in Ontario as contemplated by r. 56.01(1)(a).

[52] Mr. Wang also does not dispute that, as set out in paragraph 39 above, he has failed to pay multiple cost awards in this Receivership proceeding. Accordingly, I am satisfied that the Receiver has met the required onus, and that r. 56.01(1)(c) also applies in the circumstances.

[53] Given that I have found both factors rr. 56.01(1)(a) and (c) apply, I do not find it necessary to consider the Receiver's argument that subsection (e) also applies.

Stage Two – Would an Order for Security for Costs be Unjust in the Circumstances?

[54] Once the first stage is satisfied, the onus shifts to Mr. Wang to persuade the Court that making an order for security for costs would be unjust in the circumstances.

[55] As noted by the Court of Appeal for Ontario in *Yaiguaje v. Chevron Corporation*, 2017 ONCA 827, 138 O.R. (3d) 1 at para. 23, the *Rules of Civil Procedure* specifically provide that an order for security for costs should only be made where the justness of the case demands it, even if the provisions of r. 56.01 are otherwise met. "The correct approach is for the court to consider the justness of the order holistically, examining all the circumstances of the case and guided by the overriding interests of justice to determine whether it is just that the order be made": *Yaiguaje*, at para. 25.

[56] A moving party can satisfy its onus that a security for costs order would not be just where (a) it can demonstrate sufficient exigible assets in Ontario or a reciprocating jurisdiction; (b) it can demonstrate it is impecunious and justice demands it be permitted to continue with the action; or (c) if it cannot demonstrate (a) or (b), the moving party must meet a high threshold to satisfy the court of its chances of success: see *Parravano v. St. Paul Fire and Marine Insurance*, 2023 ONSC 3480 at para. 13, quoting from *Coastline Corporation Ltd. v. Canaccord Capital Corporation et al.,* 2009 CanLII 21758 (ON SC) at para. 7.

[57] Mr. Wang claims substantial assets in Ontario but has not demonstrated that they are exigible and has stated that he does not currently have access to the cash from those assets. Further, as noted by Myers J., Mr. Wang has stated that he has other assets which sustain him. Finally, I am not persuaded that he has met the high threshold required to satisfy the Court of his chance of success.

[58] Having considered all the relevant factors in the circumstances of this case holistically, I am not persuaded that it would be unjust to require Mr. Wang to post security in favour of the Receiver prior to seeking leave to proceed with the three outstanding motions.

Amount of Security for Costs to be Posted

[59] The principles and factors that apply to a determination of the appropriate quantum are substantially similar to the factors that apply to the exercise of discretion in fixing costs. The amount ordered must fall within the reasonable contemplation of the parties, and the Court must be guided by what is reasonable and fair: see *BZAM*, at para. 81. However, the Court is to balance the entitlement of the responding parties to a reasonable measure of protection for their costs, as against the impact of any order requiring security to be posted on the claimant: see *BZAM*, at para. 80.

[60] The Receiver requests that this Court order Mr. Wang post security for costs in the amounts of $60,000 ($20,000 for each motion). The Receiver has provided an estimated bill of costs showing partial indemnity costs for one motion of $11,627.70 and substantial indemnity costs of $17,441.55.

[61] In my view and having considered all the relevant factors, an appropriate order is one that requires Mr. Wang to post security for costs in favour of the Receiver in the amount of $15,000 for each motion ($45,000 in total). All amounts are inclusive of fees, disbursements, and HST. Absent the posting of security for costs within 30 days, the outstanding motions are to be dismissed.

Issue 3: Should Mr. Wang be prohibited from disclosing the Target Price List?

[62] The Receiver seeks an order restraining Mr. Wang from disseminating the Target Price List (being the confidential list of minimum prices under which the Receiver can convey certain condominium units without attending a Court hearing) in a manner that contravenes a non-disclosure agreement Mr. Wang entered into with the Receiver.

[63] Mr. Wang does not dispute that the Target Price List was sealed by this Court. Nor does he dispute that he obtained a copy of the Target Price List after entering into a non-disclosure agreement with the Receiver. Further, Mr. Wang does not dispute that he publicly disclosed the Target Price List in these proceedings.

[64] Mr. Wang submits the relief is not necessary because he will not disclose the Target Price List further and argues that his disclosure of the sealed information should not be used as a reason to find him a vexatious litigant. In this regard, I note that the factors on which I have based my decision finding Mr. Wang a vexatious litigant above are much broader than this one allegation. As well, Mr. Wang points to no basis why the relief sought by the Receiver, restraining Mr. Wang from further dissemination, is not appropriate.

[65] Accordingly, I grant the relief sought.

Issue 4: Approval of Tenth Report

[66] The Receiver requests the approval of the Tenth Report and its actions as set out therein. For the reasons set out by Steele J. in *Cameron Stephens Mortgage Capital Ltd. v 2011836 Ontario Corp. et al*., 2024 ONSC 3507, at paras. 48 and 52, I am satisfied that such relief is appropriate in the circumstances.

Disposition

[67] For the reasons set out above, the relief requested by the Receiver is granted, provided that (a) the order declaring Mr. Wang a vexatious litigant pursuant to s. 140(1) of the *Courts of Justice Act* does not prohibit the continuation of Mr. Wang's appeal of his bankruptcy order; and (b) the amount of security for costs to be required to be paid by Mr. Wang prior to seeking to proceed with the three outstanding motions totals $45,000 ($15,000 for each motion).

[68] If the parties are not able to resolve costs of this matter, the Receiver and *the Lender may email a costs submission of no more than three double-spaced pages to the Commercial List Office within 15 days of the date of this endorsement. Mr. Wang may deliver responding submissions of no more than three double-spaced pages within 15 days

following the delivery of the Receiver's submissions. No reply submissions are to be delivered without leave.



The Honourable Justice J. Dietrich

Date: September 23, 2026
(*amended September 24, 2026)

APPENDIX O

ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-23-00710795-00CL **DATE: September 17, 2026**

NO. ON LIST: 2

TITLE OF PROCEEDING: CAMERON STEPHENS MORTGAGE CAPITAL LTD. v. 2011836 ONTARIO CORP. et al

BEFORE: JUSTICE J. DIETRICH

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Fanseay Wang	Defendant, Self-Represented.	fwang2025@icloud.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Ryan Shah	Lawyer for the Receivers.	Ryan.shah@paliareroland.com

ENDORSEMENT OF JUSTICE J. DIETRICH:

The Motion

[1] Albert Gelman Inc. as court-appointed receiver a of 2011836 Ontario Corp. ("**201**") and Jefferson Properties Limited Partnership ("**JPLP**" and, together with 201, the "**Debtors**") seeks three Orders.

[2] First, an approval and vesting order is sought approving an agreement between the Receiver and Cameron Stephens contemplating the assignment of the Debtors' arbitration claims against certain homebuyers in connection with the Project.

[3] Second, an approval and vesting order is sought approving an agreement between the Receiver and Cameron Stephens contemplating the assignment of the Debtors' claims against various construction trades, as set out in two statements of claim.

[4] Third, an ancillary order is sought approving the Twelfth Report to Court of the Receiver dated September 9, 2026 and sealing the Confidential Appendices to that report.

[5] Defined terms used but not defined herein have the meaning provided to them in the factum of the Receiver filed for use on this motion.

Adjournment Request

[6] Mr. Fanseay Wang, the principal of the Debtors requests an adjournment of today's motion on the basis that he did not receive the motion material until yesterday. Mr. Wang also delivered a factum on his request for adjournment in which, among other things, he attaches the email from the Receiver's counsel which served the motion material on September 9, 2026. He takes issue with the fact he could not find the material on Case Center, however, Case Center is not a platform for service of material. Rather the Receivership Order set out the requirements for service (including electronic service by email) and it is clear Mr. Wang actually received the email of September 9, 2026. Accordingly, I am not prepared to adjourn today's motion.

[7] I also note that Mr. Wang has repeatedly requested that motions brought by the Receiver be adjourned. He is subject to six unpaid cost orders against him, totaling slightly over $30,000 and has not paid them. Myers J. in an endorsement from May 21, 2026 (at para 34) found that Mr. Wang lacked standing in the proceeding and should not be heard further as he has no legal or factual interest in the outcome.

Approval and Vesting Order

[8] The Receiver was appointed by Order dated December 21, 2023. JPLP is a limited partnership established for the purpose of constructing the 96-Unit condominium project (the "**Project**") located at the real property municipally known as 39, 53 and 67 Jefferson Side Road, Richmond Hill, Ontario (the "**Real Property**").

[9] In 2021, the Debtors entered into agreements of purchase and sale with certain Homebuyers for the purchase of stacked condominium units in the Project. With the exception of the identity of the purchasers, the purchase price and certain extras, the Agreements are all substantially identical to one another. After its appointment, on December 21, 2023, the Receiver determined that it would be in the best interests of the stakeholders of the Debtors to complete the Project and perform the Agreements. As

required by the Agreements, the Receiver substantially completed the relevant units on behalf of the Debtors and advises it was ready, willing and able to provide occupancy to the Homebuyers. The Homebuyers, however, failed to take occupancy of the relevant units and failed to pay occupancy fees.

[10] The Homebuyers have, generally, taken the position that the Debtors have defaulted under the Agreements by failing to substantially complete the Contracted Units in a safe and habitable manner and have purported to terminate their Agreements as a result. On October 1, 2025, the Receiver served a notice of arbitration on the Homebuyers in connection with the above noted dispute (such proposed arbitration being the "**Arbitration**").

[11] On August 19, 2026, the Receiver and Cameron Stephens entered into an agreement (the "**Arbitration Assignment Agreement**") which contemplated the assignment of the Debtors' claims (the "**Arbitration Claims**") against the remaining Homebuyers in the Arbitration. The purchase price under the Arbitration Assignment Agreement is equal to the Receiver's estimate of damages to the Debtors' estate caused by the Homebuyers' failure to take occupancy of their Units and complete their sale transactions. Cameron Stephens is permitted to satisfy the purchase price through the forgiveness of priority debt owing to it by the Debtors under the Receiver's Borrowing Charge.

[12] Separately, on March 25, 2026, the Receiver issued a statement of claim against Ararat claiming that Ararat defaulted under an agreement to complete exterior insulation and a finish system for the Project. As well, on March 25, 2026, the Receiver issued a statement of claim against the Roofing Claim Defendants in connection with the construction of the Project.

[13] On August 19, 2026, the Receiver and Cameron Stephens entered an agreement (the "**Trade Claim Assignment Agreement**") which contemplated the assignment of the Debtors' claims against Ararat and the Roofing Claim Defendants (the "**Trade Claims**"). The purchase price for the Trade Claims is equal to the sum of the damages claimed in both Trade Claims. Cameron Stephens is permitted to satisfy the purchase price through the forgiveness of priority debt owing to it by the Debtors under the Receiver's Borrowing Charge.

[14] The Receiver now seeks approval and vesting orders for both the Arbitration Assignment Agreement and the Trade Claim Assignment Agreement. The principles to be applied when determining whether to approve a sale transaction were articulated by the Ontario Court of Appeal in *Royal Bank of Canada v. Soundair Corp*., 1991 CanLII 2727 ("***Soundair***"): (a) whether the receiver has made sufficient effort to obtain the best price and has not acted improvidently; (b) the efficacy and integrity of the process by which offers have been obtained; (c) whether the interests of all parties have been considered; and (d) whether there has been unfairness in the working out of the process. Further, as set out in *Soundair*, the Court should accept the recommendation of Receiver in respect of sale in all but exceptional circumstances.

[15] The only opposition to the approval of the transactions is from Mr. Wang. Although the two assignment agreements did not result from a traditional sale process, Cameron Stephens has agreed to pay the maximum purchase price that a purchaser could reasonably be expected to pay for the claims. The purchase prices under the agreements represent the Receiver's estimate of the highest value of the quantum of the underlying claims (excluding interest and costs). This value is not subject to any discount for litigation risk, collection risk or prospective legal fees. In the Receiver's view, these transactions are accretive to the Debtors' estate because they (1) immediately reduce the priority secured debt to which the Debtors are subject and (2) avoid the Receiver and its counsel incurring professional

fees in connection with these claims, which professional fees would constitute a first priority charge on the Debtors' assets. I agree. There is no realistic possibility that a third party would generate superior recovery for the Debtors' creditors.

[16] I am also satisfied that it is appropriate that Cameron Stephens be permitted to pay the purchase price under both agreements through a credit bid of its debt secured by the Receiver's Borrowing Charge. The Appointment Order provides that this amount is in priority to all claims, except the professional fees of the Receiver and its counsel.

Limited Sealing Order

[17] The Receiver requests that this Court grant a sealing order in respect of the Confidential Appendices to the Twelfth Report. These Confidential Appendices consist of certain information related to the financial terms of the agreements that underlie the Arbitration, including the Receiver's analysis of the fair market value of the Units that are the subject of the Arbitration. I am satisfied that the limited sealing order being sought is necessary to preserve the Receiver's ability to maximize the value of the units in the Project and meets the test in *Sherman Estate v. Donovan* 2021 SCC 25 at para 38 and that disclosure of this information would pose a risk to the public interest in enabling stakeholders of a company in receivership to maximize the realization of assets. The Receiver is directed to follow the applicable guidelines for the filing of sealed material with the court, and to eventually apply, at the appropriate time, for an unsealing order, if necessary.

Approval of Twelfth Report

[18] The request to approve the Twelfth Report is not unusual and there are good policy and practical reasons for doing so: see **Target Canada Co. (Re)**, 2015 ONSC 7574 at paras. 2, 12, 22. The observations in those cases while made in the context of a *Companies' Creditors Arrangement Act* proceeding apply to the activities of a court appointed receiver: see *Triple-I Capital Partners Limited v 12411300 Canada Inc*, 2023 ONSC 3400 at para 66. Mr. Wang is the only person who objects to the approval. However, I am satisfied that the approval sought is appropriate in these circumstances and that the Receiver has acted reasonably and in good faith. The draft order provided contains the typical language that only the Receiver is entitled to rely on the approval.

Disposition

[19] The Receiver seeks costs, on a substantial indemnity basis, of $600 for addressing Mr. Wang's adjournment request and opposition. Given the repeated requests by Mr. Wang, the prior endorsements in this matter (including that of Black J. of May 15, 2026 which awarded similar costs at para 11), and the numerous prior cost awards against him that remain unpaid, I find that, it is appropriate to order Mr. Wang pay those costs. Orders to go in the form signed by me this day with immediate effect.



Date: Sep 17, 2026

Justice J. Dietrich

Court File No. CV-23-00710795-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE	)	THURSDAY, THE 17TH
	)	
JUSTICE J. DIETRICH	)	DAY OF SEPTEMBER, 2026

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP, 1000162801 ONTARIO CORP., AMERCAN CORPORATION and 1000199992 ONTARIO CORP.

Respondents

IN THE MATTRER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

ANCILLARY RELIEF ORDER

THIS MOTION, made by Albert Gelman Inc. in its capacity as receiver and manager (in such capacity, the "**Receiver**") without security, of all present and future property, assets and undertakings of 2011836 Ontario Corp. and Jefferson Properties Limited Partnership (collectively, the "**Debtors**"), including the real property listed in Schedule "A" to the order of Justice Cavanagh, dated December 21, 2023 (the "**Appointment Order**"), for approval and vesting orders, was heard on this day by videoconference.

ON READING the Receiver's Notice of Motion, the Twelfth Report of the Receiver dated September 9, 2026 (the "**Twelfth Report**") and on hearing the submissions of counsel for the Receiver and the other parties listed on the counsel slip, no one appearing for any other party although duly served as appears from the lawyer's certificate of service filed:

A. Definitions

1. THIS COURT ORDERS that, for the purposes of this Order, capitalized terms not otherwise defined herein shall have the meaning given to them in the Twelfth Report.

B. Service

2. THIS COURT ORDERS that the time for service and filing of the Receiver's Motion Record and Factum are hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

3. THIS COURT ORDERS that, for the avoidance of doubt, service of the Receiver's Motion Record and Factum is validated as against Fanseay Wang.

C. Approval of Receiver's Twelfth Report

4. THIS COURT ORDERS that the Twelfth Report and the Receiver's activities set out therein are hereby ratified and approved, provided, however, that only the Receiver in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

D. Sealing Order

5. THIS COURT ORDERS that the Confidential Appendices to the Twelfth Report shall be treated as confidential, sealed and not form part of the public court record until the Project is complete and all of the Units are sold or until further order of the Court.

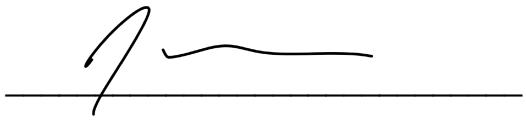
E. Costs

6. THIS COURT ORDERS that Fanseay Wang shall forthwith pay the Receiver its costs of this motion on a substantial indemnity basis in the amount of $600.00.

7. THIS COURT ORDERS that the amount referred to in paragraph 6 hereof bears interest at the annual rate of 4.0%.

F. General

8. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Toronto Time on the date hereof and are enforceable without the need for entry, filing, or a specific form of electronic signature stamp.



CAMERON STEPHENS MORTGAGE CAPITAL LTD.	and	**2011836 ONTARIO CORP., et al.**
Applicant		Respondents

Court File No. CV-23-00710795-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED
Proceeding commenced at Toronto

ANCILLARY RELIEF ORDER

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Lawyers for the Receiver, Albert Gelman Inc.

Court File No. CV-23-00710795-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE	)	THURSDAY, THE 17TH
	)	
JUSTICE J. DIETRICH	)	DAY OF SEPTEMBER, 2026

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and –

2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,

1000162801 ONTARIO CORP., AMERCAN CORPORATION

and 1000199992 ONTARIO CORP.

Respondents

IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED

APPROVAL AND VESTING ORDER (ARBITRATION CLAIM INTEREST)

THIS MOTION, made by Albert Gelman Inc. in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Jefferson Properties Limited Partnership ("**JPLP**") and 2011836 Ontario Corp. ("**201Co**," and, together with

JPLP, the "**Debtors**") for an order approving the sale transaction (the "**Transaction**") contemplated by an assignment agreement (the "**Arbitration Assignment Agreement**") between the Receiver and Cameron Stephens Mortgage Capital Ltd. (the "**Purchaser**"), dated August 19, 2026 and appended as Appendix F to the Twelfth Report of the Receiver dated September 9, 2026 (the "**Report**") and providing for the assignment of the Claim Interest (as defined in the Arbitration Assignment Agreement) to Cameron Stephens was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver and the other parties listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the lawyer's certificate of service filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Arbitration Assignment Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Claim Interest to the Purchaser.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtors' Claim Interest described in the Arbitration Assignment Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they

have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Cavanagh dated December 21, 2023; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule B hereto (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Claim Interest are hereby expunged and discharged as against the Claim Interest.

3. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Claim Interest shall stand in the place and stead of the Claim Interest, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Claim Interest with the same priority as they had with respect to the Claim Interest immediately prior to the sale, as if the Claim Interest had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

4. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

5. THIS COURT ORDERS that, notwithstanding:

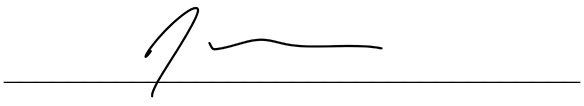
(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act (Canada) in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Debtors;

the vesting of the Claim Interest in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

6. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.



Schedule A – Form of Receiver's Certificate

Court File No. CV-23-00710795-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

B E T W E E N :

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and –

2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP, 1000162801 ONTARIO CORP., AMERCAN CORPORATION and 1000199992 ONTARIO CORP.

Respondents

RECEIVER'S CERTIFICATE (ARBITRATION CLAIM INTEREST)

RECITALS

(a) Pursuant to an Order of the Honourable Cavanagh of the Ontario Superior Court of Justice (the "**Court**") dated December 21, 2023, Albert Gelman Inc. was appointed as the receiver (the "*Receiver*") of the undertaking, property and assets of 2011836 Ontario Corp. and Jefferson Properties Limited Partnership (together, the "**Debtors**").

(b) Pursuant to an Order of the Court dated September 17, 2026, the Court approved the assignment agreement made as of August 19, 2026 (the "**Arbitration Assignment Agreement**") between the Receiver and Cameron Stephens Mortgage Capital Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtors right, title and interest in and to the Claim Interest, which vesting is to be effective with respect to the Claim Interest upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Claim Interest; (ii) that the conditions to Closing as set out in the Assignment Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

(c) Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Arbitration Assignment Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Claim Interest payable on the Closing Date pursuant to the Arbitration Assignment Agreement;

2. The conditions to Closing as set out in the Arbitration Assignment Agreement have been satisfied or waived by the Receiver and the Purchaser; and

3. The Transaction has been completed to the satisfaction of the Receiver.

4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

Albert Gelman Inc., in its capacity as Receiver of the undertaking, property and assets of the Debtors, and not in its personal capacity

Per: _____

Name:

Title:

Schedule B – Claims to be expunged and deleted from Claim Interest

Security Interests Described in the *Personal Property Security Act* Registry		
Secured Party	**Date**	**Registration Number**
CAMERON STEPHENS MORTGAGE CAPITAL LTD.	February 28, 2022	20220228 1327 1590 0114
NA	March 20, 2023	20230320 1454 1590 5418
BERKLEY INSURANCE COMPANY	March 15, 2022	20220315 1518 1590 2718
KUBOTA CANADA LTD	August 15, 2023	20230815 1002 1462 7024

CAMERON STEPHENS MORTGAGE CAPITAL LTD.	and	**2011836 ONTARIO CORP., et al.**
Applicant		Respondents

Court File No. CV-23-00710795-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED
Proceeding commenced at Toronto

APPROVAL AND VESTING ORDER (ARBITRATION CLAIM INTEREST)

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Lawyers for the Receiver,
Albert Gelman Inc.

Court File No. CV-23-00710795-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE	)	THURSDAY, THE 17TH
	)	
JUSTICE J. DIETRICH	)	DAY OF SEPTEMBER, 2026

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and –

2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,

1000162801 ONTARIO CORP., AMERCAN CORPORATION

and 1000199992 ONTARIO CORP.

Respondents

IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED

APPROVAL AND VESTING ORDER (TRADE CLAIM INTEREST)

THIS MOTION, made by Albert Gelman Inc. in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Jefferson Properties Limited Partnership ("**JPLP**") and 2011836 Ontario Corp. ("**201Co**," and, together with

JPLP, the "**Debtors**") for an order approving the sale transaction (the "**Transaction**") contemplated by an assignment agreement (the "**Trade Claim Assignment Agreement**") between the Receiver and Cameron Stephens Mortgage Capital Ltd. (the "**Purchaser**"), dated August 19, 2026 and appended as Appendix K to the Twelfth Report of the Receiver dated September 9, 2026 (the "**Report**") and providing for the assignment of the Claim Interest (as defined in the Trade Claim Assignment Agreement) to Cameron Stephens was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver and the other parties listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the lawyer's certificate of service filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Trade Claim Assignment Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Claim Interest to the Purchaser.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtors' Claim Interest described in the Trade Claim Assignment Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they

have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Cavanagh dated December 21, 2023; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule B hereto (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Claim Interest are hereby expunged and discharged as against the Claim Interest.

3. THIS COURT ORDERS that this Order and the vesting of the Debtors' Claim Interest in respect of the Debtors' claims against 2035755 Ontario Ltd. c.o.b. as Dillon Bros. Roofing, Core Constructors Ltd. and Edg Cor Inc. (collectively, the "**Roofing Claim Defendants**") in and to the Purchaser shall be without prejudice to any and all defences of the Roofing Claim Defendants including, for certainty, any and all defences that the Roofing Claim Defendants may assert in connection the release of claims executed by the Debtors in favour of DC&F Corp.

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Claim Interest shall stand in the place and stead of the Claim Interest, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Claim Interest with the same priority as they had with respect to the Claim Interest immediately prior to the sale, as if the Claim Interest had not been sold and remained in

the possession or control of the person having that possession or control immediately prior to the sale.

5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. THIS COURT ORDERS that, notwithstanding:

(a) the pendency of these proceedings;

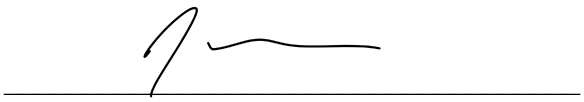
(b) any applications for a bankruptcy order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act (Canada) in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Debtors;

the vesting of the Claim Interest in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms

of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.



Schedule A – Form of Receiver's Certificate

Court File No. CV-23-00710795-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

B E T W E E N :

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and –

2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP, 1000162801 ONTARIO CORP., AMERCAN CORPORATION and 1000199992 ONTARIO CORP.

Respondents

RECEIVER'S CERTIFICATE (TRADE CLAIM INTEREST)

RECITALS

(a) Pursuant to an Order of the Honourable Cavanagh of the Ontario Superior Court of Justice (the "**Court**") dated December 21, 2023, Albert Gelman Inc. was appointed as the receiver (the "*Receiver*") of the undertaking, property and assets of 2011836 Ontario Corp. and Jefferson Properties Limited Partnership (together, the "**Debtors**").

(b) Pursuant to an Order of the Court dated September 17, 2026, the Court approved the assignment agreement made as of August 19, 2026 (the "**Trade Claim Assignment Agreement**") between the Receiver and Cameron Stephens Mortgage Capital Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtors right, title and interest in and to the Claim Interest, which vesting is to be effective with respect to the Claim Interest upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Claim Interest; (ii) that the conditions to Closing as set out in the Assignment Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

(c) Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Trade Claim Assignment Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Claim Interest payable on the Closing Date pursuant to the Trade Claim Assignment Agreement;

2. The conditions to Closing as set out in the Trade Claim Assignment Agreement have been satisfied or waived by the Receiver and the Purchaser; and

3. The Transaction has been completed to the satisfaction of the Receiver.

4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

Albert Gelman Inc., in its capacity as Receiver of the undertaking, property and assets of the Debtors, and not in its personal capacity

Per: _____

Name:

Title:

Schedule B – Claims to be expunged and deleted from Claim Interest

Security Interests Described in the *Personal Property Security Act* Registry		
Secured Party	**Date**	**Registration Number**
CAMERON STEPHENS MORTGAGE CAPITAL LTD.	February 28, 2022	20220228 1327 1590 0114
NA	March 20, 2023	20230320 1454 1590 5418
BERKLEY INSURANCE COMPANY	March 15, 2022	20220315 1518 1590 2718
KUBOTA CANADA LTD	August 15, 2023	20230815 1002 1462 7024

CAMERON STEPHENS MORTGAGE CAPITAL LTD.	and	**2011836 ONTARIO CORP., et al.**
Applicant		Respondents

Court File No. CV-23-00710795-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED
Proceeding commenced at Toronto

APPROVAL AND VESTING ORDER (TRADE CLAIM INTEREST)

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