

**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., AMERICAN 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**

APPLICATION RECORD

December 6, 2023

GARFINKLE BIDERMAN LLP

Barristers & Solicitors

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Lawyers for the Applicant,

Cameron Stephens Mortgage Capital Ltd.

TO: SERVICE LIST

INDEX

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

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TAB 1



Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
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BETWEEN:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,
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NOTICE OF APPLICATION

TO THE RESPONDENT(S)

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicants. The claim made by the Applicants appears on the following page.

THIS APPLICATION will come on for a hearing

- In person
- By telephone conference
- By video conference

at the following location: Zoom coordinates to be provided.

(Courthouse address or telephone conference or video conference details, such as a dial-in number, access code, video link, etc. if applicable)

on Monday, December 11, 2023, at 10:00 a.m. *(or on a day to be set by the registrar).*

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date December 5, 2023 Issued by _____
Local Registrar

Address of court office: Superior Court of Justice
330 University Avenue, 9th Floor
Toronto, Ontario, M5G 1R7

TO: **THIS HONOURABLE COURT**

AND TO: **ALBERT GELMAN INC.**

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AND TO: **DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC**
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Insolvency Unit
Email: insolvency.unit@ontario.ca

APPLICATION

1. THE APPLICANT, Cameron Stephens Mortgage Capital Ltd. (the “**Lender**”) makes application for an Order substantially in the form filed herewith, seeking, *inter alia*, an Order:

- (a) If necessary, abridging the time for service and filing of this Notice of Application and the Application Record or, in the alternative, dispensing with same;
- (b) Appointing Albert Gelman Inc. (“**AGI**”), as the Receiver and Manager (in such capacity, the “**Receiver**”), without security, of all present and future property, assets and undertakings, including each of the real properties identified in Schedule “A” hereto (the “**Property**”) of 2011836 Ontario Corp., Jefferson Properties Limited Partnership, 1000162801 Ontario Corp. and Amercan Corporation and 1000199992 Ontario Corp.
- (c) Granting a first-ranking super priority charge over the Property in favour of the Receiver and the Receiver’s counsel to secure their fees and disbursements in respect of this proceeding on the terms as set out in the draft Order filed (the “**Receiver’s Charge**”);
- (d) Granting a second-ranking super priority charge (the Receiver’s Borrowing Charge) over the Property for the purpose of funding the exercise of the properties and duties conferred upon the Receiver pursuant to the proposed receivership Order; and
- (e) Such further and other relief as counsel may request and to this Honourable Court may seem just.

Background

2. THE GROUNDS FOR THE APPLICATION are:
- (a) The Respondent corporation, 2011836 Ontario Corp. (the “**Corporation**”) is the General Partner of the Limited Partnership, Jefferson Properties Limited Partnership (the “**Limited Partnership**”), (collectively referred to as the “**Jefferson Debtors**”). The Corporation is incorporated pursuant to laws of the Province of Ontario and the Limited Partnership is registered under the laws of the Province of Ontario. The Corporation is the sole General Partner of the Limited Partnership.
 - (b) The Jefferson Debtors are the registered owners of the Jefferson Properties, more particularly described in Schedule “A”. Together, the Jefferson Properties are approximately 2.6 acres, comprised of two adjoining parcels located along the south side of Jefferson Side Road, just west of Yonge Street in Richmond Hill, Ontario. The Jefferson Properties were intended for a development known as “**Richmond Hill Grace**”, which was to consist of 96 residential unit in 9 blocks, being 60 units of stacked townhomes and 36 units of standard townhomes (the “**Project**”).
 - (c) The Project received zoning approval, draft plan of subdivision approval and site plan approval and is in mid construction. Significant areas of the Project are exposed to the elements and the Project is not completed. Approximately, 79 of the 96 units have been pre-sold to purchasers.
 - (d) The Jefferson Debtors are indebted to Cameron Stephens with respect to the credit facilities made available by Cameron Stephens pursuant to and under the terms of a Letter of Commitment dated February 3rd, 2022, and amended by a Syndication

Waiver dated February 18th, 2022, further amended by Amendment Letters dated October 19th, March 3rd, April 13th, May 26th, 2023 and by the terms of a Forbearance Agreement dated September 28th, 2023, which collectively, shall hereinafter be referred to as the “**Letter of Commitment**”.

- (e) The Letter of Commitment provided for a loan facility comprised of a first mortgage Construction Loan in the amount of \$54,878,000.00, and a Letter of Credit Facility in the amount of \$2,700,000.00 (collectively, the “**Loan**”) for the Project.
- (f) As security for their obligations to Cameron Stephens, the Jefferson Debtors provided security in favour of Cameron Stephens, including, *inter alia*:
 - (i) A first ranking Charge/Mortgage registered on the 8th day of March 2022, as Instrument No. YR3391499 for the principal sum of \$69,093,600.00 against the title to the Jefferson Properties (the “**Cameron Stephens Charge**”);
 - (ii) A General Security Agreement dated March 8th, 2022, which was registered by Cameron Stephens under the *Personal Property Security Act* (“PPSA”) on February 28th, 2022, by means of a Financing Statement with Registration No. 20220228132715900114; and
 - (iii) A General Assignment of Rents registered on the 8th day of March 2022, as Instrument No. YR3391500 against the Jefferson Properties.
- (g) The obligations of the Debtors to Cameron Stephens were also guaranteed by Fangxi (Fansey) Wang (“**Wang**”), the principal of the Debtors, pursuant to a Guarantee

dated March 8th, 2022 (the “**Guarantee**”). Pursuant to the Guarantee, Wang agreed unconditionally to pay off all amounts owed by the Debtors to Cameron Stephens, together with interest thereon, and all costs, charges and expenses which may be incurred to enforce payment.

- (h) On March 15th, 2022, Berkley Insurance Company registered a Charge/Mortgage in the amount of \$10,440,000.00 against title to the Jefferson Properties as Instrument No. YR3394837 (the “**Berkley Charge**”), which Berkley Charge became a third ranking charge following its Postponement to the WPC Charge by registration of a Postponement dated July 14th, 2023, and registered as Instrument No. YR3573876.
- (i) On January 22nd, 2020, Dragon Holding Real Estate Fund SPC registered a Charge/Mortgage in the amount of \$11,000,000.00 against title to the Jefferson Properties as Instrument No. YR3059206 (the “**Dragon Charge**”), which Dragon Charge became a fourth ranking Charge following its Postponement to the Cameron Stephens Charge, the WPC Charge and the Berkley Charge by registration of Postponements, respectively, on March 8th, 2022 as Instrument No. YR3391505, March 15th, 2022 as Instrument No. YR3394838 and on July 14th, 2023, as Instrument No. YR3573875.
- (j) On July 14th, 2023, WPC GP I Inc. and Windsor Private Capital Limited Partnership (“**WPC**”) registered a Charge/Mortgage in the amount of \$5 million against the title to the Jefferson Properties as Instrument No. YR3573855 (the “**WPC Charge**”), which WPC Charge became a third ranking charge against the title to the Jefferson Properties, as a result of the above noted Postponements.

- (k) PPSA search results show the following additional creditors:
- (a) The Brick Warehouse LP;
 - (b) Berkley Insurance Company;
 - (c) Kubota Canada Ltd.; and
 - (d) Windsor private Capital Limited Partnership.

The Default

3. As of September 2023, the Debtors had committed certain events of default in that they had, *inter alia*, allowed Construction Liens to be registered against the Jefferson Properties (the “**Settled Liens**”).

- (a) As a result of the Jefferson Debtors’ default, on September 5th, 2023, Cameron Stephens issued demands for payment and Notices of Intention to Enforce Security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (“**NITES**”) to the Jefferson Debtors and the 10-day notice period under the NITES expired.
- (b) On September 5th, 2023, Cameron Stephens also made written demand on Wang with respect to the Guarantee.
- (c) Notwithstanding the default, the Jefferson Debtors and the Guarantor requested that the Lender continue to fund the balance of the advances available under the Loan and the Letter of Commitment and that they provide additional fresh financing in the

amount of approximately \$21 million to fund the completion of the construction and the anticipated cost overruns (the “**Additional Financing**”);

- (d) In consideration for Cameron Stephens agreeing to, *inter alia*, advance further funds under the Loan and agreeing to forbear enforcement of the Loan until October 31st, 2023, (the “**Forbearance Term**”), Cameron Stephens required additional security, including additional guarantees, which additional security was agreed to by the Jefferson Debtors, the original Guarantors Wang and Amercan, and by additional Guarantors, namely 1000162801 Ontario Corp. and 1000199992 Ontario Corp., (collectively referred to as the “**Additional Guarantors**”), (all of whom will be collectively referred to as the “**Respondents**”).
- (e) Cameron Stephens and each of the Respondents entered into a Forbearance Agreement dated September 28th, 2023, (the “**Forbearance Agreement**”), which provided for the following additional security:
- i. A second mortgage in the amount of \$27,500,000.00 against the property known municipally as 2, 6, 8 Bond Crescent and 8, 10, 12, 14, 16 and 18 Bostwick Crescent, Richmond Hill (the “**Bond/Boswick Security**”), which property was owned by 1000162801 Ontario Corp. and which mortgage was registered as instrument number YR3604584 on October 4th, 2023;
 - ii. A second mortgage to be held in escrow in the amount of \$27,500,000.00 against the property known municipally as 6532 and 6544 Winston Churchill Boulevard, Mississauga (the “**Winston Churchill Security**”), which property was owned by 1000199992 Ontario Corp.
 - iii. A third mortgage in the amount of \$3.5 million against the property known as Baby Tar Island near Rockport, Ontario (the “**Baby Tar Island**”).

- Security**”), which property was owned by American Corporation and which security was registered as Instrument No. LE151392, on October 4th, 2023;
- iv. A Guarantee and Postponement of Claim from each of the Additional Guarantors;
 - v. A General Security Agreement (“GSA”) executed by American Corporation and by 1000162801 Ontario Corp. which GSA was registered under the PPSA as Registration Numbers 20230926 1703 1462 7761 and 20230926 1703 1462 7760 respectively:
- (f) As at September 28th, 2023, the parties acknowledged that the outstanding Indebtedness to Cameron Stephens under the Loan was \$40,090,073.55 plus interest, legal costs and other permitted expenses. Interest continued to accrue thereafter at the rate of 7.20% per annum. As at December 5, 2023, the Indebtedness was \$47,795,902.55 plus further interest and costs.

The Forbearance Agreement

- (g) Pursuant to the terms of the Forbearance Agreement, the Lender advanced the sum of \$1,367,300.00 in accordance with Minutes of Settlement between the Jefferson Debtors and the Settled Lien Claimants and, following discharge of the Settled Liens, Cameron Stephens advanced the further sum of \$2,279,227.56, in accordance with an approved Draw Report, dated September 25th, 2023, to satisfy the Jefferson Debtors’ account payables till the end of August 2023.
- (h) The Forbearance Agreement acknowledged that Cameron Stephens required an opportunity to obtain an independent review and report from a construction

management consultant and from a financial consultant regarding the Project, the projected cost to complete the Project, and the financial viability of the Project. Cameron Stephens engaged such consultants, *inter alia*, in order to consider the borrower's request for additional funding.

- (i) As a further term of the Forbearance Agreement, Cameron Stephens required the signed consent of each of the Respondents to an Order for the appointment of a Receiver over all property, assets and undertakings of the borrowers and the registered owners of the Additional Security, (the "**Consent Order**") which Consent Order Cameron Stephens was entitled to utilize if Cameron Stephens, acting reasonably, was unsatisfied with the results of the Reports from its consultants and additional financing was not approved to deal with the increased costs to complete.
- (j) Cameron Stephens has subsequently considered the borrower's request for additional funding and has determined, acting reasonably, in its sole and absolute discretion, as entitled, that it will not approve any additional financing. Cameron Stephens has made that determination based upon, *inter alia*, the following facts:
 1. The Reports of the consultants and ongoing financial information provided indicates that the cost overruns are now projected to be \$5,750,000.00 in excess of what was previously suggested;
 2. The Construction Manager appointed by the Jefferson Debtors has resigned and Wang has appointed his wife, Jessica Wang, to manage the Project despite a lack of experience and qualifications;

3. The Project is being mismanaged and the progress of the construction delayed, given Jessica's poor and untimely decisions, including failing to authorise the encapsulation of the building envelope for Block H, in order to winterize it;
- (k) Cameron Stephens gave notice to the Respondents on December 1, 2023, of its decision to refuse additional financing and to rely upon the Consent Appointment Order to seek the appointment of a Receiver.
 - (l) The appointment is urgent as:
 - a. the monthly draws payable to the construction trades are now due for the month of October in the approximate amount of \$3,000,000.00;
 - b. the trades are disgruntled by the change in construction management and their cooperation and continued work on the Project will cease in the event they are not paid in a timely manner;
 - c. the lenders' consultants have indicated satisfaction with the current complement of trades and consultants working on the Project and would encourage a smooth and prompt transition to allow the Receiver to continue to employ the same parties and avoid any significant disruptions;
 - d. The Project requires immediate steps to be taken to protect it from winter weather conditions and if certain things do not occur imminently, other stages of the construction will have to be deferred until the spring; and

- e. The Lender has lost all confidence in the ability of the Jefferson Debtors to complete the Project and to protect the value of the Security.

It is Just and Convenient to Appoint a Receiver

- (m) The Debtors are unable to fulfill their obligations to Cameron Stephens and other creditors and are unable to complete the construction of the Project.
- (n) The integrity of the existing structures needs to be protected from the elements before the winter and, accordingly, Cameron Stephens seeks to appoint a Receiver urgently to assume control over the Jefferson Properties to preserve the asset and determine the most appropriate means of realization.
- (o) The receiver is in the best position to maintain the existing complement of trades and consultants in order to complete the construction of the Jefferson Properties without significant delay.
- (p) Pursuant to the Loan and Security Documents, the Applicant has a contractual right to the appointment of a receiver upon the occurrence of a default or event of default, as applicable. In furtherance of its contractual rights, in addition to the Consent, the Applicant is entitled to commence these receivership proceedings to protect its investments and preserve and maximize the value of the property.
- (q) AGI is a licensed Insolvency Trustee.

- (r) AGI has consented to be appointed as Receiver and Manager, without security, of the Jefferson Properties and the additional real property secured and identified in Schedule "A" hereto.
- (s) The secured creditors who may be affected by the granting of the proposed Receiver's Charge and the Receiver's Borrowing's Charge will be served with the Application Record.
- (t) Section 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.
- (u) Rules 1.04, 2.03, 3.02, 16.08 and 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
- (v) Such further and other grounds as counsel may advise and this Court may permit.

The Consent Order

- (w) The Respondents have consented to an order for the appointment of a receiver in the form attached at Tab 3 of the Application Record.
- (x) The Applicant seeks one deviation from the form of the Consent Order to increase the receiver's borrowing powers from \$1 million as stated in the Consent Order to \$3 million, which is the approximate amount of one month's payables to the construction trades.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of
the application:

- (a) Affidavit of John David with attached Exhibits referred to therein;
- (b) The Consent of Albert Gelman Inc. to act as Receiver of the Jefferson Properties;
and
- (c) Such further and other evidence as counsel may advise and this Honourable Court
may permit.

Date: December 5, 2023

GARFINKLE BIDERMAN LLP

Barristers & Solicitors

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Wendy Greenspoon-Soer – LSO#: 34698L

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Lawyers for the Applicant,

Cameron Stephens Mortgage Capital Ltd.

SCHEDULE "A"

1. PIN 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 03208-3230 (LT)-PART LOTS B & C PLAN 1916 BEING PART 3 PLAN 65R37587; 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

(collectively, the "**Jefferson Properties**")

2. PIN 44217-0323 (LT)-ISLAND 105 PL 120 IN THE ST. LAWRENCE RIVER IN FRONT TWP OF ESCOTT; LEEDS/THOUSAND ISLANDS

(the "**Baby Tar Island Property**")

3. PIN 03196-0354 (LT)-LOTS 63, 66 AND 67 PLAN 136 KING; PART LOTS 1 AND 62 PLAN 136 KING AS IN R504810; PART LOTS 64 AND 65 PLAN 136 KING AS IN R530013 AND R406345; CITY OF RICHMOND HILL

(the "**Bond/Bostwick Property**")

4. PIN 13243 – 0378(LT)-PART LOT 9 CONCESSION 11 (NEW SURVEY) TRAFALGAR, DESIGNATED AS PART 1, PLAN 43R37427; CITY OF MISSISSAUGA; and

PIN 13243-0269(LT)-PCL Block 19-1, SEC 43M932; BLK 19, PL 43M932; City of Mississauga

(collectively the "**Winston Churchill Property**");

CAMERON STEPHENS MORTGAGE
CAPITAL LTD.
Applicant

2011836 ONTARIO CORP., et al.
and
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Court File No.

ONTARIO

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COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS
AMENDED

Proceeding commenced at Toronto

NOTICE OF APPLICATION

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Lawyers for the Applicants,
Cameron Stephens Mortgage Capital Ltd.

File Number: 6243-679

TAB 2

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.

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2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,
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COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

AFFIDAVIT OF JOHN DAVID

I, JOHN DAVID, of the City of Mississauga in the Province of Ontario, make oath and say as follows:

1. I am the Senior Vice-President, Credit and Underwriting, at Cameron Stephens Mortgage Capital Ltd. (“**Cameron Stephens**”), the Applicant in the within Application and, as such, have knowledge of the matters to which I hereinafter depose, unless it appears from the context that I rely upon information provided to me by others, all of which information I verily believe to be true.

2. This affidavit is sworn in support of an application by Cameron Stephens to appoint Albert Gelman Inc. (“**AGI**”), as the Receiver and Manager (in such capacity, the “**Receiver**”), without security, of all present and future property, assets and undertakings, including each of the real properties identified in Schedule “A” to the Notice of Application (collectively, the “**Property**”)

of 2011836 Ontario Corp., Jefferson Properties Limited Partnership, 1000162801 Ontario Corp. and Amercan Corporation and 1000199992 Ontario Corp. (collectively referred to as the “**Debtors**”), pursuant to section 243 (1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) and section 101 of the *Courts of Justice Act* (Ontario) (“**CJA**”) (the “**Application**”).

A. BACKGROUND AND THE PARTIES

3. The Respondent corporation, 2011836 Ontario Corp. (the “**Corporation**”) is the General Partner of the Limited Partnership, Jefferson Properties Limited Partnership (the “**Limited Partnership**”). The Corporation is incorporated pursuant to laws of the Province of Ontario and the Limited Partnership is registered under the laws of the Province of Ontario. The Corporation is the sole General Partner of the Limited Partnership. Now shown to me and appended hereto as **Exhibit “A”** to this Affidavit is a true copy of the Corporate Profile Report for the Corporation.

4. The Jefferson Debtors are the registered owners of the property identified in Schedule “A” to the within Notice of Application as the Jefferson Properties. Together, the Jefferson Properties are approximately 2.6 acres, comprised of two adjoining parcels located along the south side of Jefferson Side Road, just west of Yonge Street in Richmond Hill, Ontario. The Jefferson Properties were intended for a development known as “**Richmond Hill Grace**”, which was to consist of 96 residential unit in 9 blocks, being 60 units of stacked townhomes and 36 units of standard townhomes (the “**Project**”). Now shown to me and appended hereto as **Exhibit “B”** to this Affidavit are true copies of the Parcel Abstracts for the Jefferson Properties.

5. The Project received zoning approval, draft plan of subdivision approval and site plan approval and is in mid construction. Significant areas of the Project are exposed to the elements

and the Project is not completed. Approximately, 79 of the 96 units have been pre-sold to purchasers.

B. LOAN AND SECURITY DOCUMENTS

6. The Jefferson Debtors are indebted to Cameron Stephens with respect to the credit facilities made available by Cameron Stephens pursuant to and under the terms of a Letter of Commitment dated February 3rd, 2022, and amended by a Syndication Waiver dated February 18th, 2022, further amended by Amendment Letters dated October 19th, March 3rd and May 26th, 2023 (the “**Letter of Commitment**”). The Letter of Commitment documents are appended hereto as **Exhibit “C”**.

7. The Letter of Commitment provided for a loan facility comprised of a first mortgage Construction Loan in the amount of \$54,878,000.00, and a Letter of Credit Facility in the amount of \$2,700,000.00 (collectively, the “**Loan**”) for the Project.

8. As security for their obligations to Cameron Stephens, the Jefferson Debtors provided the following, including, *inter alia*:

- (i) A first ranking Charge/Mortgage registered on the 8th day of March 2022, as Instrument No. YR3391499 for the principal sum of \$69,093,600.00 against the title to the Jefferson Properties (the “**Cameron Stephens Charge**”). Now shown to me and appended hereto as **Exhibit “D”** is a true copy of the registered Charge, dated March 8th, 2022;
- (ii) A General Security Agreement dated March 8th, 2022, (the “**GSA**”) which was registered by Cameron Stephens under the *Personal Property Security Act* (“**PPSA**”) on February 28th, 2022, by means of a Financing Statement

with Registration No. 20220228132715900114. Now shown to me and appended hereto as **Exhibit “E”** is a true copy of the registered GSA, dated March 8th, 2022; and

(iii) A General Assignment of Rents registered on the 8th day of March 2022, (the “**GAR**”) as Instrument No. YR3391500 against the Jefferson Properties. Now shown to me and appended hereto as **Exhibit “F”** is a true copy of the registered GAR, dated March 8th, 2022.

(b) The obligations of the Debtors to Cameron Stephens were also guaranteed by Fangxi (Fansey) Wang (“**Wang**”), the principal of the Debtors, pursuant to a Guarantee dated March 8th, 2022 (the “**Guarantee**”). Pursuant to the Guarantee, Wang agreed unconditionally to pay off all amounts owed by the Jefferson Debtors to Cameron Stephens, together with interest thereon, and all costs, charges and expenses which may be incurred to enforce payment. Now shown to me and appended hereto as **Exhibit “G”** is a true copy of the Guarantee dated March 8th, 2022.

C. OTHER CREDITORS

9. On March 15th, 2022, Berkley Insurance Company registered a Charge/Mortgage in the amount of \$10,440,000.00 against title to the Jefferson Properties as Instrument No. YR3394837 (the “**Berkley Charge**”), which Berkley Charge became a third ranking charge following its Postponement to the WPC Charge by registration of a Postponement dated July 14th, 2023, and registered as Instrument No. YR3573876. Now shown to me and appended hereto as **Exhibit “H”** is a true copy of the Berkley Charge dated March 15th, 2022. The Postponement is appended hereto as **Exhibit “I”**.

10. On January 22nd, 2020, Dragon Holding Real Estate Fund SPC registered a Charge/Mortgage in the amount of \$11,000,000.00 against title to the Jefferson Properties as Instrument No. YR3059206 (the “**Dragon Charge**”), which Dragon Charge became a fourth ranking Charge following its Postponement to the Cameron Stephens Charge, the WPC Charge and the Berkley Charge by registration of Postponements, respectively, on March 8th, 2022 as Instrument No. YR3391505, March 15th, 2022 as Instrument No. YR3394838 and on July 14th, 2023, as Instrument No. YR3573875. Now shown to me and appended hereto as **Exhibit “J”** is a true copy of the Dragon Charge dated January 22nd, 2020. The above-referenced Postponements are attached as **Exhibit “K”**.

11. On July 14th, 2023, WPC GP I Inc. and Windsor Private Capital Limited Partnership (“**WPC**”) registered a Charge/Mortgage in the amount of \$5 million against the title to the Jefferson Properties as Instrument No. YR3573855 (the “**WPC Charge**”), which WPC Charge became a third ranking charge against the title to the Jefferson Properties, as a result of the above noted Postponements. Now shown to me and appended hereto as **Exhibit “L”** is a true copy of the WPC Charge dated July 14th, 2023.

12. PPSA search results show the following additional creditors:

- (a) The Brick Warehouse LP;
- (b) Berkley Insurance Company; and
- (c) Kubota Canada Ltd.

Now shown to me and appended hereto as **Exhibit “M”** is a true copy of the above-noted PPSA search.

D. THE DEFAULT

13. As of September 2023, the Debtors had committed certain events of default in that they had, *inter alia*, allowed several Construction Liens to be registered against the Jefferson Properties (the “**Settled Liens**”).

13. As a result of the Jefferson Debtors’ default, on September 5th, 2023, Cameron Stephens issued demands for payment and Notices of Intention to Enforce Security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (“**NITES**”) to the Jefferson Debtors and the 10-day notice period under the NITES expired. Now shown to me and appended hereto as **Exhibit “N”** are true copies of the demands and NITES dated September 5th, 2023.

14. On September 5th, 2023, Cameron Stephens also made written demand on Wang with respect to the Guarantee. Now shown to me and appended hereto as **Exhibit “O”** is a true copy of the demand sent to Wang.

15. Notwithstanding the default, the Jefferson Debtors and the Guarantor requested that Cameron Stephens continue to fund the balance of the advances available under the Loan and the Letter of Commitment and that they provide additional fresh financing in the amount of approximately \$21 million to fund the completion of the construction and the anticipated cost overruns (the “**Additional Financing**”).

16. In consideration for Cameron Stephens agreeing to, *inter alia*, advance further funds under the Loan and agreeing to forbear enforcement of the Loan until October 31st, 2023, (the “**Forbearance Term**”), Cameron Stephens required additional security, including additional guarantees, which additional security was agreed to by the Jefferson Debtors, by the original

guarantors Wang and Amercan, and by additional guarantors, namely 1000162801 Ontario Corp. and 1000199992 Ontario Corp., (collectively referred to as the “**Additional Guarantors**”).

17. Cameron Stephens and each of the Respondents to the within Application entered into a Forbearance Agreement dated September 28th, 2023, (the “**Forbearance Agreement**”). Now shown to me and appended hereto as **Exhibit “P”** is a true copy of the Forbearance Agreement.

18. The Forbearance Agreement provided for the following additional security:

- i. A second mortgage in the amount of \$27,500,000.00 against the property known municipally as 2, 6, 8 Bond Crescent and 8, 10, 12, 14, 16 and 18 Bostwick Crescent, Richmond Hill (the “**Bond/Bostwick Security**”), which property was owned by 1000162801 Ontario Corp. and which mortgage was registered as instrument number YR3604584 on October 4th, 2023. Now shown to me and appended hereto as **Exhibit “Q”** is a true copy of the Bond/Bostwick Security and Parcel Abstract.
- ii. A second mortgage to be held in escrow in the amount of \$27,500,000.00 against the property known municipally as 6532 and 6544 Winston Churchill Boulevard, Mississauga, which property was owned by 1000199992 Ontario Corp. Subsequent to issuance of the within Application, Cameron Stephens registered the Winston Churchill Mortgage on December 6, 2023, as Instrument No. PR4281070 on (the “**Winston Churchill Security**”). Now shown to me and appended hereto as **Exhibit “R”** is a true copy of the Winston Churchill Security and Parcel Abstract.
- iii. A third mortgage in the amount of \$3.5 million against the property known as Baby Tar Island near Rockport, Ontario (the “**Baby Tar Island Security**”), which property was owned by Amercan Corporation and which security was registered as Instrument No. LE151392, on October 4th, 2023. Now shown to me and appended hereto as **Exhibit**

“S” is a true copy of the Baby Tar Island Security and Parcel Abstract.

- iv. A Guarantee and Postponement of Claim from each of the Additional Guarantors. Now shown to me and appended hereto as **Exhibit “T”** is a true copy of the Guarantee of the Additional Guarantors dated September 29th, 2023.
 - i. General Security Agreements (the “GSAs”) executed by Amercan Corporation and by 1000162801 Ontario Corp., which GSAs were registered under the PPSA as Registration Numbers 20230926 1703 1462 7761 and 20230926 1703 1462 7760 respectively: Now shown to me and appended hereto as **Exhibit “U”** are true copies of the above-referenced GSAs.

19. As at September 28th, 2023, the Debtors acknowledged in the Forbearance Agreement that the outstanding indebtedness to Cameron Stephens under the Loan was \$40,090,073.55 plus interest, legal costs and other permitted expenses. Interest continued to accrue thereafter at the rate of 7.20% per annum. As at December 6, 2023, the Indebtedness was \$48,376,482.12 plus further interest and costs. Now shown to me and appended hereto as **Exhibit “V”** is the Mortgage Statement as at December 5, 2023.

E. THE FORBEARANCE AGREEMENT

20. Pursuant to the terms of the Forbearance Agreement, the Lender advanced the sum of \$1,367,300.00 in accordance with Minutes of Settlement between the Jefferson Debtors and the Settled Lien Claimants and, following discharge of the Settled Liens, Cameron Stephens advanced the further sum of \$2,279,227.56, in accordance with an approved Draw Report, dated September 25th, 2023, to satisfy the Jefferson Debtors’ account payables till the end of August 2023.

21. The Forbearance Agreement acknowledged that Cameron Stephens required an opportunity to obtain an independent review and report from a construction management consultant and from a financial consultant regarding the Project, the projected cost to complete the Project, and the financial viability of the Project. Cameron Stephens engaged such consultants, *inter alia*, in order to consider the borrower's request for additional funding.

22. As a further term of the Forbearance Agreement, Cameron Stephens required the signed consent of each of the Respondents to an Order for the appointment of a Receiver over all property, assets and undertakings of the borrowers and the registered owners of the Additional Security, (the "**Consent Order**") which Consent Order Cameron Stephens was entitled to utilize if Cameron Stephens, acting reasonably, was unsatisfied with the results of the Reports from its consultants and additional financing was not approved to deal with the increased costs to complete. Now shown to me and appended hereto as **Exhibit "W"** is a true copy of the signed Consent Order.

23. Cameron Stephens has subsequently considered the borrower's request for additional funding and has determined that it will not approve any additional financing. Cameron Stephens has made that determination based on a number of factors, which are further detailed in the Report of AGI dated December 5, 2023, appended hereto as **Exhibit "X"** (the "**AGI Consulting Report**"). As alluded to therein, Cameron Stephens has determined it will not provide Additional Financing, *inter alia*:

1. The Reports of the consultants and ongoing financial information provided indicates that the cost overruns are now projected to be \$5,750,000.00 in excess of what was previously suggested. True copies of excerpts from Progress Draw

8 and Progress Draw 9, are attached hereto as **Exhibit “Y”** and **“Z”** respectively;

2. The Construction Manager appointed by the Jefferson Debtors has resigned and Wang has appointed his wife, Jessica Wang, to manage the Project despite a lack of experience and qualifications; and
3. The Project is being mismanaged and the progress of the construction delayed, given Jessica’s poor and untimely decisions, including failing to authorize the encapsulation of the building envelope for Block H, in order to winterize it;

F. THIS APPLICATION

24. Cameron Stephens gave notice to the Respondents on December 1, 2023, of its decision to refuse Additional Financing and to rely upon the Consent Appointment Order to seek the appointment of a Receiver. Now shown to me and appended hereto as **Exhibit “AA”** is a true copy of the Notice of the Letter from our solicitors, Garfinkle Biderman LLP, dated December 1st, 2023.

25. I verily believe that the appointment of a Receiver is urgent as:

- a. the monthly draws payable to the construction trades are now due for the month of October in the approximate amount of \$3,000,000.00;
- b. the trades are disgruntled by the change in construction management and their cooperation and continued work on the Project will cease in the event they are not paid in a timely manner;

- c. the lenders' consultants have indicated satisfaction with the current complement of trades and consultants working on the Project and would encourage a smooth and prompt transition to allow the Receiver to continue to employ the same parties and avoid any significant disruptions;
- d. The Project requires immediate steps to be taken to protect it from winter weather conditions and if certain things do not occur imminently, other stages of the construction will have to be deferred until the spring; and
- e. The Lender has lost all confidence in the ability of the Jefferson Debtors to complete the Project and to protect the value of the Security.

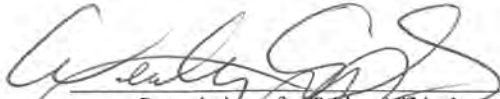
26. AGI is a licensed Insolvency Trustee and has consented to be appointed as Receiver and Manager, without security, of the Jefferson Properties and the additional real property secured and identified in Schedule "A" to the within Notice of Application. Now shown to me and appended hereto as **Exhibit "BB"** is a true copy of the Consent of the Receiver, dated December 4, 2023.

27. Cameron Stephens is seeking a deviation from the signed Consent Order to increase the Receiver's borrowing power to \$3 million, in order to have sufficient funds to cover, in the interim, the outstanding trade payables.

28. This affidavit is sworn in support of the within Application and for no other or improper purpose.

SWORN by John David at the City of Mississauga, in the Province of Ontario, before me on this 6th day of December 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.





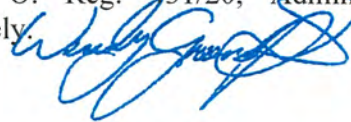
Commissioner for Taking Affidavits
(or as may be)
WENDY GREENSPOON-SOER



JOHN DAVID

TAB A

This is Exhibit "A" referred to in the Affidavit of John David sworn by John David of the City of Mississauga, in the Regional Municipality of Peel before me at the City of Toronto, in the Province of Ontario, on December 6, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

WENDY GREENSPOON-SOER



Ministry of Public and
Business Service Delivery

Profile Report

2011836 ONTARIO CORP. as of December 06, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	2011836 ONTARIO CORP.
Ontario Corporation Number (OCN)	2011836
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	May 27, 2002
Registered or Head Office Address	8000 Jane Street, 300, Concord, Ontario, Canada, L4K 3W4

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 10

Name FANSEAY WANG
Address for Service 980 Yonge St, 1001, Toronto, Ontario, Canada, M4W 3V8
Resident Canadian Yes
Date Began May 27, 2002

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Officer(s)

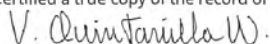
Name FANSEAY WANG
Position President
Address for Service 980 Yonge St, 1001, Toronto, Ontario, Canada, M4W 3V8
Date Began May 27, 2002

Name FANSEAY WANG
Position Secretary
Address for Service 980 Yonge St, 1001, Toronto, Ontario, Canada, M4W 3V8
Date Began May 27, 2002

Name FANSEAY WANG
Position Treasurer
Address for Service 980 Yonge St, 1001, Toronto, Ontario, Canada, M4W 3V8
Date Began May 27, 2002

Name JAMES XU
Position Chief Financial Officer
Address for Service 8000 Jane Street, 300, Concord, Ontario, Canada, L4K 3W4
Date Began September 13, 2023

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.



Director/Registrar

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Corporate Name History

Name	2011836 ONTARIO CORP.
Effective Date	May 27, 2002

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V. Quintanilla W.

Director/Registrar

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Active Business Names

Name	GRAND GRACE DEVELOPMENT
Business Identification Number (BIN)	300518792
Registration Date	May 25, 2020
Expiry Date	May 24, 2025

Name	FAM INTERNATIONAL
Business Identification Number (BIN)	300526662
Registration Date	May 26, 2020
Expiry Date	May 25, 2025

Name	GRAND GRACE DEVELOPMENT
Business Identification Number (BIN)	300518958
Registration Date	May 25, 2020
Expiry Date	May 24, 2025

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V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: JAMES XU	September 13, 2023
CIA - Notice of Change PAF: FANSEAY WANG - DIRECTOR	October 16, 2020
CIA - Notice of Change PAF: FANSEAY WANG - DIRECTOR	October 07, 2020
CIA - Notice of Change PAF: PETER P. CHANG - OTHER	May 19, 2020
Annual Return - 2015 PAF: FANSEAY WANG - DIRECTOR	July 03, 2016
Annual Return - 2014 PAF: FANSEAY WANG - DIRECTOR	August 01, 2015
Annual Return - 2013 PAF: FANSEAY WANG - DIRECTOR	April 05, 2014
Annual Return - 2012 PAF: FANSEAY WANG - DIRECTOR	July 06, 2013
Annual Return - 2011 PAF: FANSEAY WANG - DIRECTOR	September 01, 2012
Annual Return - 2010 PAF: FANSEAY WANG - DIRECTOR	July 02, 2011
Annual Return - 2009 PAF: FANSEAY WANG - DIRECTOR	August 21, 2010
Annual Return - 2008 PAF: FANSEAY WANG - DIRECTOR	October 03, 2009
Annual Return - 2007 PAF: FANSEAY WANG - DIRECTOR	November 01, 2008

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Annual Return - 2006 PAF: FANSEAY WANG - DIRECTOR	August 31, 2008
CIA - Notice of Change PAF: JESSICA SUN - DIRECTOR	July 18, 2006
Annual Return - 2005 PAF: FANSEAY WANG - DIRECTOR	June 24, 2006
Annual Return - 2004 PAF: FANSEAY WANG	August 13, 2005
Annual Return - 2003 PAF: FANSEAY WANG - DIRECTOR	June 19, 2004
Annual Return - 2002 PAF: FANSEAY WANG - DIRECTOR	April 26, 2003
CIA - Initial Return PAF: FANSEAY WANG - DIRECTOR	September 18, 2002
BCA - Articles of Incorporation	May 27, 2002

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

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V. Quintanilla W.

Director/Registrar

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Ministry of Public and
Business Service Delivery

Profile Report

JEFFERSON PROPERTIES LIMITED PARTNERSHIP as of December 06, 2023

Act	Limited Partnerships Act
Type	Ontario Limited Partnership
Firm Name	JEFFERSON PROPERTIES LIMITED PARTNERSHIP
Business Identification Number (BIN)	291336089
Declaration Status	Active
Declaration Date	December 19, 2019
Expiry Date	December 18, 2024
Principal Place of Business	980 Yonge Street, 1001, Toronto, Ontario, Canada, M4W 3V8
Activity (NAICS Code)	[Not Provided] - [Not Provided]

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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General Partners

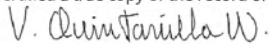
Number of General Partners 1

Partners

Partner 1

Name	2011836 ONTARIO CORP.
Ontario Corporation Number (OCN)	2011836
Entity Type	Ontario Business Corporation
Registered or Head Office Address	8000 Jane Street, 300, Concord, Ontario, Canada, L4K 3W4

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.



Director/Registrar

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Firm Name History

Name

JEFFERSON PROPERTIES LIMITED PARTNERSHIP

Effective Date

December 19, 2019

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Additional historical information may exist in paper or microfiche format.

Active Business Names

This entity does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

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Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Document List

Filing Name	Effective Date
LPA - Declaration of Change for a Limited Partnership (Automated process - Address of Corporate Partner Amended)	September 13, 2023
Declaration of Change to an Ontario Limited Partnership	September 03, 2021
Declaration of Change to an Ontario Limited Partnership	October 07, 2020
Declaration of Change to an Ontario Limited Partnership	June 05, 2020
Declaration of Change to an Ontario Limited Partnership	May 29, 2020
Declaration of Change to an Ontario Limited Partnership	December 30, 2019
Declaration of Change to an Ontario Limited Partnership	December 20, 2019
LPA - File a Declaration of an Ontario Limited Partnership	December 19, 2019

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Ministry of Public and
Business Service Delivery

Profile Report

1000162801 ONTARIO CORP. as of September 26, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	1000162801 ONTARIO CORP.
Ontario Corporation Number (OCN)	1000162801
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	March 31, 2022
Registered or Head Office Address	8000 Jane Street, B300, Concord, Ontario, Canada, L4K 3W4

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

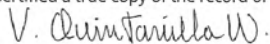
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Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 15

Name LICHEN XU
Address for Service 26 Bilbermar Dr., Richmond Hill, Ontario, Canada, L4S 1B8
Resident Canadian Yes
Date Began March 31, 2022

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.



Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Officer(s)

Name	FANSEAY WANG
Position	President
Address for Service	8000 Jane Street, B300, Concord, Ontario, Canada, L4K 3W4
Date Began	September 21, 2023

Name	LICHEN XU
Position	Chief Financial Officer
Address for Service	8000 Jane Street, B300, Concord, Ontario, Canada, L4K 3W4
Date Began	March 31, 2022

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quinlan W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Corporate Name History

Name	1000162801 ONTARIO CORP.
Effective Date	March 31, 2022

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: LICHEN XU	September 21, 2023
CIA - Initial Return PAF: Lichen XU	May 19, 2022
BCA - Articles of Incorporation	March 31, 2022

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.



Ministry of Public and
Business Service Delivery

Profile Report

1000199992 ONTARIO CORP. as of September 26, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	1000199992 ONTARIO CORP.
Ontario Corporation Number (OCN)	1000199992
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	May 10, 2022
Registered or Head Office Address	26 Bilbermar Drive, Richmond Hill, Ontario, Canada, L4S 1B8

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

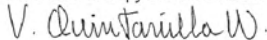
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Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 15

Name LICHEN XU
Address for Service 26 Bilbermar Dr., Richmond Hill, Ontario, Canada, L4S 1B8
Resident Canadian Yes
Date Began May 10, 2022

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.



Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Officer(s)

Name	LICHEN XU
Position	President
Address for Service	26 Bilbermar Dr., Richmond Hill, Ontario, Canada, L4S 1B8
Date Began	May 10, 2022

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Corporate Name History

Name	1000199992 ONTARIO CORP.
Effective Date	May 10, 2022

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

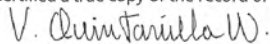
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Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: Fansey WANG	July 06, 2022
CIA - Initial Return PAF: Lichen XU	June 07, 2022
BCA - Articles of Incorporation	May 10, 2022

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.



Director/Registrar

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Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD)	2023-12-06 2:14 PM	(AAAA-MM-JJ) Date et heure du Profil corporatif
---	--------------------	---

CORPORATE INFORMATION	RENSEIGNEMENTS CORPORATIFS	
Corporate name	Dénomination	
	AMERICAN CORPORATION	
Corporation number	372563-4	Numéro de société ou d'organisation
Business number	866306772RC0001	Numéro d'entreprise
Governing legislation	Régime législatif	
	Canada Business Corporations Act (CBCA) - 2000-02-28 Loi canadienne sur les sociétés par actions (LCSA) - 2000-02-28	
Status	Statut	
	Active Active	

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
	980 Yonge Street, Suite 1001 Toronto ON M4W 3V8 Canada

ANNUAL FILINGS	DÉPÔTS ANNUELS	
Anniversary date (MM-DD)	02-28	(MM-JJ) Date anniversaire
Filing period (MM-DD)	02-28 to/au 04-28	(MM-JJ) Période de dépôt
Status of annual filings	Statut des dépôts annuels	
	Filed	2023 Déposé
	Filed	2022 Déposé
	Filed	2021 Déposé
Date of last annual meeting (YYYY-MM-DD)	2022-05-04	(AAAA-MM-JJ) Date de la dernière assemblée annuelle
Type	Type	
	Non-distributing corporation with 50 or fewer shareholders Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins	

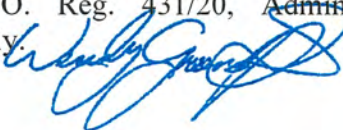
DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	9	Nombre maximal
Current number	1	Nombre actuel
FANSEAY WANG		980 Yonge Street, Suite 1001, Toronto ON M4W 3V8, Canada

CORPORATE HISTORY		HISTORIQUE CORPORATIF
Corporate name history (YYYY-MM-DD)		(AAAA-MM-JJ) Historique de la dénomination
2000-02-28 to / à 2009-10-16 2009-10-16 to present / à maintenant	AMERICAN CORPORATION AMERICAN CORPORATION	
Certificates issued (YYYY-MM-DD)		(AAAA-MM-JJ) Certificats émis
Certificate of Incorporation	2000-02-28	Certificat de constitution en société
Certificate of Dissolution	2008-12-19	Certificat de dissolution
Certificate of Revival	2009-10-16	Certificat de reconstitution
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.		Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.
Documents filed (YYYY-MM-DD)		(AAAA-MM-JJ) Documents déposés

The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.	Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.
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TAB B

This is Exhibit "B" referred to in the Affidavit of John David sworn by John David of the City of Mississauga, in the Regional Municipality of Peel, before me at the City of Toronto, in the Province of Ontario, on December 6, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

WENDY GREENSPOON-SOER



Ontario ServiceOntario

LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 3
PREPARED FOR WGREENSPOON
ON 2023/11/30 AT 14:44:46

03208-3230 (LIT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION:

PART LOTS B & C PLAN 1916 BEING PART 3 PLAN 65R37587; SUBJECT TO AN EASEMENT AS IN YR2622073; SUBJECT TO AN EASEMENT AS IN YR2644669; SUBJECT TO AN EASEMENT IN GROSS AS IN YR2817499; CITY OF RICHMOND HILL

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION FOR ABSOLUTE TITLE IS 2016/12/05.

ESTATE/QUALIFIER:

RECENTLY:

DIVISION FROM 03208-3226

FIN CREATION DATE:

2019/04/04

FEE SIMPLE

LIT ABSOLUTE PLUS

OWNERS' NAMES

CAPACITY SHARE

201836 ONTARIO CORP.

GP&R

JEFFERSON PROPERTIES LIMITED PARTNERSHIP

FIRM

REG. NOM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
		** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **				
		**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *				
		** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 1) AND ESCHEATS OR FORFEITURE **				
		** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **				
		NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY				
RH69583	1979/04/06	BYLAW				C
		REMARKS: PLANNING ACT DEEMING NOT PLAN OF SUBDIVISION.				
YR2249795	2015/01/29	TRANSFER	\$3,350,000	DORMER INC.	IDEAL (JS) DEVELOPMENTS INC.	C
		REMARKS: PLANNING ACT STATEMENTS. LOT C				
YR2249796	2015/01/29	TRANSFER	\$3,350,000	SEDIGHI, MAHMOOD	IDEAL (JS) DEVELOPMENTS INC.	C
		REMARKS: PLANNING ACT STATEMENTS. LOT B				
YR2590776	2016/12/05	APL ABSOLUTE TITLE		IDEAL (JS) DEVELOPMENTS INC.	ROGERS COMMUNICATIONS INC.	C
YR2622073	2017/02/07	TRANSFER EASEMENT	\$2	IDEAL (JS) DEVELOPMENTS INC.	ENBRIDGE GAS DISTRIBUTION INC.	C
YR2644669	2017/03/28	TRANSFER EASEMENT	\$2	IDEAL (JS) DEVELOPMENTS INC.	ALECTRA UTILITIES CORPORATION	C
65R37587	2018/01/03	PLAN REFERENCE				
YR2817498	2018/04/18	TRANSFER EASEMENT	\$2	IDEAL (JS) DEVELOPMENTS INC.		C
YR2817501	2018/04/18	RESTRICTION-LAND		IDEAL (JS) DEVELOPMENTS INC.		C
		REMARKS: NO TRANSFER OR CHARGE SHALL BE REGISTERED WITHOUT THE CONSENT OF THE COMMISSIONER OF PLANNING & REGULATORY SERVICES OR CHIEF ADMINISTRATIVE OFFICER OF THE CORPORATION OF THE TOWN OF RICHMOND HILL.				
65R37877	2018/06/14	PLAN REFERENCE				C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



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LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 3

PREPARED FOR WGREENSPOON
ON 2023/11/30 AT 14:44:46

03208-3230 (LIT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2849828	2018/07/16	BYLAW REMARKS: BY-LAW 88-18 - A BY-LAW TO ASSIGN NAMES TO CERTAIN PRIVATE ROADS		THE CORPORATION OF THE TOWN OF RICHMOND HILL		C
YR3059206	2020/01/22	CHARGE	\$11,000,000	IDEAL (JS) DEVELOPMENTS INC.	DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	C
YR3059207	2020/01/22	NO ASSGN RENT GEN REMARKS: YR3059206.		IDEAL (JS) DEVELOPMENTS INC.	DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	C
YR3132465	2020/06/24	TRANSFER	\$17,004,142	IDEAL (JS) DEVELOPMENTS INC.	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	C
YR3197795	2021/01/22	NOTICE		THE CORPORATION OF THE CITY OF RICHMOND HILL	2011836 ONTARIO CORP.	C
YR3391499	2022/03/08	CHARGE PARTNERSHIP	\$69,093,600	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
YR3391500	2022/03/08	NO ASSGN RENT GEN REMARKS: YR3391499.		2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
YR3391505	2022/03/08	POSTPONEMENT REMARKS: YR3059206 TO YR3391499		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
YR3391506	2022/03/08	POSTPONEMENT REMARKS: YR3059207 TO YR3391499		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
YR3394837	2022/03/15	CHARGE PARTNERSHIP	\$10,440,000	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	BERKLEY INSURANCE COMPANY	C
YR3394838	2022/03/15	POSTPONEMENT REMARKS: YR3059206 TO		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	BERKLEY INSURANCE COMPANY	C
YR3570365	2023/07/05	LR'S ORDER LEGAL DESCRIPTION REMARKS: AMEND		LAND REGISTRAR, YORK REGION LAND REGISTRY OFFICE		C
YR3573855	2023/07/14	CHARGE PARTNERSHIP	\$5,000,000	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
YR3573856	2023/07/14	NO ASSGN RENT GEN REMARKS: YR3573855.		2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



LAND REGISTRY OFFICE #65

03208-3230 (LT)

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 3 OF 3

PREPARED FOR Wgreenspoon
ON 2023/11/30 AT 14:44:46

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR3573875	2023/07/14	POSTPONEMENT		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
		REMARKS: YR3059206, YR3059207 TO YR3573855				
YR3573876	2023/07/14	POSTPONEMENT		BERKLEY INSURANCE COMPANY	WPC GP I INC.	C
		REMARKS: YR3394837 TO YR3573855				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03208-3229 (LIT)

PAGE 1 OF 2
PREPARED FOR WGreenspoon
ON 2023/11/30 AT 13:43:15

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: BLOCK 1 PLAN 65M4637; SUBJECT TO AN EASEMENT AS IN YR2622073; SUBJECT TO AN EASEMENT AS IN YR2644569; SUBJECT TO AN EASEMENT IN GROSS AS IN YR2817498; CITY OF RICHMOND HILL

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION FOR ABSOLUTE TITLE IS 2016/12/05.

ESTATE/QUALIFIER: RECENTLY:
FEE SIMPLE SUBDIVISION FROM 03208-3226
LIT ABSOLUTE PLUS CAPACITY SHARE

OWNERS' NAMES: 2011836 ONTARIO CORP.
2011836 ONTARIO CORP. GEAR
JEFFERSON PROPERTIES LIMITED PARTNERSHIP FIRM
EIN CREATION DATE:
2019/04/04

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
		** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **					
		**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *					
		** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 1 AND ESCHEATS OR FORFEITURE **					
		** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **					
		NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY					
RH69583	1979/04/06	BYLAW					
		REMARKS: PLANNING ACT DEEMING NOT PLAN OF SUBDIVISION. AFFECTS ALL/PART VARIOUS LANDS (ADDED 9/6/98 BY J. SALTER DLR)					
YR2622073	2017/02/07	TRANSFER EASEMENT	\$2	IDEAL (JS) DEVELOPMENTS INC.	POSERS COMMUNICATIONS INC.	C	
YR2644569	2017/03/28	TRANSFER EASEMENT	\$2	IDEAL (JS) DEVELOPMENTS INC.	ENBRIDGE GAS DISTRIBUTION INC.	C	
YR2817498	2018/04/18	TRANSFER EASEMENT	\$2	IDEAL (JS) DEVELOPMENTS INC.	ALECTRA UTILITIES CORPORATION	C	
YR2817501	2018/04/18	RESTRICTION-LAND		IDEAL (JS) DEVELOPMENTS INC.		C	
		REMARKS: NO TRANSFER OR CHARGE SHALL BE REGISTERED WITHOUT THE CONSENT OF THE COMMISSIONER OF PLANNING & REGULATORY SERVICES OR CHIEF ADMINISTRATIVE OFFICER OF THE CORPORATION OF THE TOWN OF RICHMOND HILL.					
YR2849828	2018/07/16	BYLAW		THE CORPORATION OF THE TOWN OF RICHMOND HILL		C	
		REMARKS: BY-LAW 88-18 - A BY-LAW TO ASSIGN NAMES TO CERTAIN PRIVATE ROADS					
65M4637	2019/04/04	PLAN SUBDIVISION				C	
YR3059206	2020/01/22	CHARGE	\$11,000,000	IDEAL (JS) DEVELOPMENTS INC.	DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	C	
YR3059207	2020/01/22	NO ASSIGN RENT GEN		IDEAL (JS) DEVELOPMENTS INC.	DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	C	
		REMARKS: YR3059206.					
YR3132455	2020/08/24	TRANSFER	\$17,004,142	IDEAL (JS) DEVELOPMENTS INC.	2011836 ONTARIO CORP.	C	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

03208-3229 (LT)

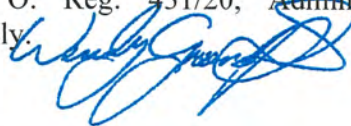
* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR3197795	2021/01/22	NOTICE		THE CORPORATION OF THE CITY OF RICHMOND HILL	JEFFERSON PROPERTIES LIMITED PARTNERSHIP	C
YR3391499	2022/03/08	CHARGE PARTNERSHIP	\$69,093,600	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	2011836 ONTARIO CORP. CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
YR3391500	2022/03/08	NO ASSGN RENT GEN REMARKS: YR3391499.		2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
YR3391505	2022/03/08	POSTPONEMENT REMARKS: YR3059206 TO YR3391499		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
YR3391506	2022/03/08	POSTPONEMENT REMARKS: YR3059207 TO YR3391499		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
YR3394837	2022/03/15	CHARGE PARTNERSHIP	\$10,440,000	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	BERKLEY INSURANCE COMPANY	C
YR3394838	2022/03/15	POSTPONEMENT REMARKS: YR3059206 TO		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	BERKLEY INSURANCE COMPANY	C
YR3570341	2023/07/05	LR'S ORDER LEGAL DESCRIPTION REMARKS: AMEND		LAND REGISTRAR, YORK REGION LAND REGISTRY OFFICE		C
YR3573855	2023/07/14	CHARGE PARTNERSHIP	\$5,000,000	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
YR3573856	2023/07/14	NO ASSGN RENT GEN REMARKS: YR3573855.		2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
YR3573875	2023/07/14	POSTPONEMENT REMARKS: YR3059206, YR3059207 TO YR3573855		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
YR3573876	2023/07/14	POSTPONEMENT REMARKS: YR3394837 TO YR3573855		BERKLEY INSURANCE COMPANY	WPC GP I INC.	C

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TAB C

This is Exhibit "C" referred to in the Affidavit of John David sworn by John David of the City of Mississauga, in the Regional Municipality of Peel, before me at the City of Toronto, in the Province of Ontario, on December 6, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

WENDY GREENSPOON-SOER

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**

<u>Facility 1</u>	
\$54,878,000.	1 st Mortgage Construction Loan

<u>Facility 2</u>	
\$2,700,000.	Letters of Credit

(individually, Facility "1" and Facility "2", respectively;
All facilities are collectively the "**Loan Facility**")

5. **Purpose of Loan**

<u>Facility 1</u>	
To provide 1 st 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 1 st mortgage in the amount of approximately \$20,000,000.	

<u>Facility 2</u>	
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

25 Adelaide Street East, Suite 600, Toronto, Ontario, M5C 3A1
T: 416-591-8787 F: 416-591-9001 www.cameronstephens.com Broker #10769

Borrower's Initials

DS


Jefferson Properties Limited Partnership
 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
 February 3, 2022

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

Uses	96		142,340		% of Costs
	Total	Per Unit	Per SF		
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:

- Interest Cost** is calculated as follows:
 $\$54,878,000 \times 4.95\% \times 65\% \text{ Utilization} \times 24 \text{ Months}$
- Commitment Fee – CSMC** is calculated as follows:
 $\$54,878,000 \times 1.20\%$
- Purchaser Deposits** are based on pre-occupancy deposits only, based on the 87 presales achieved to date.
- 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%

- 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.

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Jefferson Properties Limited Partnership
39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
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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.

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Jefferson Properties Limited Partnership
 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
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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.

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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 (Fansey) 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.

Jefferson Properties Limited Partnership
 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
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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 (Fansey) 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

Jefferson Properties Limited Partnership
 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
 February 3, 2022

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.

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Jefferson Properties Limited Partnership
39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
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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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- 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.

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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.

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- 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

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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 now 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.

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- 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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- 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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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.

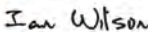
Please ensure that the Commitment Fee is provided in accordance with Section 11.

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,

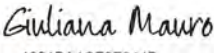
Cameron Stephens Mortgage Capital Ltd.

DocuSigned by:

288D00E343480...
Scott Cameron
Chairman & CEO

DocuSigned by:

0027A0B2BE3E4D7
Ian Wilson
Senior Director, Mortgage Origination

DocuSigned by:

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Daniel Leitch
Assistant Vice President

DocuSigned by:

4891BA1CF8E6447
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: Fansey Wang
I have authority to bind the corporation

DocuSigned by:

16CD856335A9491
Fangxi (Fansey) Wang
(in his/her capacity as **Guarantor**)


Witness:

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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.

DS 

Borrower's Initials

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.

DS


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).

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	Asifaque	Yes	\$ 1,175,990	\$ 619	\$ 114,397	\$	\$ 1,064,593
B03	B	3	Standard	1,905	Firm	Abdou	Amr	Waived	\$ 1,175,990	\$ 619	\$ 114,397	\$	\$ 1,064,593
B04	B	4	Standard	1,905	Firm	Mohammedsmael	Rouzbek	Yes	\$ 1,036,990	\$ 545	\$ 96,291	\$	\$ 940,699
B05	B	5	Standard	1,905	Firm	Naime Ciaccia	Nadira Antonieta	Yes	\$ 1,036,990	\$ 545	\$ 96,291	\$	\$ 940,699
B06	B	6	Standard	2,080	Firm	Hamid	Rana	Yes	\$ 1,169,990	\$ 562	\$ 113,247	\$	\$ 1,055,743
A07	A	7	Standard	2,080	Firm	Bekerman	Natalie	Yes	\$ 1,169,990	\$ 562	\$ 113,247	\$	\$ 1,055,743
A08	A	8	Standard	1,905	Firm	Lee	Hsin Yang	Yes	\$ 1,095,990	\$ 577	\$ 105,194	\$	\$ 993,796
A09	A	9	Standard	1,905	Firm	Lam	Tsz-Yang	Yes	\$ 1,095,990	\$ 577	\$ 105,194	\$	\$ 993,796
A10	A	10	Standard	1,905	Firm	Khalavand	Vanid	Yes	\$ 1,175,990	\$ 619	\$ 114,397	\$	\$ 1,064,593
A11	A	11	Standard	1,905	Firm	Nu	Ho Hyun	Yes	\$ 1,095,990	\$ 577	\$ 105,194	\$	\$ 993,796
D13	D	13	Standard	1,905	Firm	Gurshumov	Victoria	Yes	\$ 816,990	\$ 539	\$ 84,466	\$	\$ 834,504
D14	D	14	Standard	1,530	Firm	Ikrum	Shoab	Yes	\$ 866,990	\$ 568	\$ 76,733	\$	\$ 790,257
D15	D	15	Standard	1,705	Firm	Hashmi	Jamshaid	Yes	\$ 925,990	\$ 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	\$ 896,990	\$ 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	Amitpal	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	Chen	Cengiz	Yes	\$ 878,990	\$ 575	\$ 79,884	\$	\$ 799,106
D24	D	24	Standard	1,705	Firm	Chen	Jie	Yes	\$ 925,990	\$ 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	SAJEEVAND SANJANA	Yes	\$ 1,336,990	\$ 464	\$ 132,804	\$	\$ 1,206,186
F28	F	28	Standard	2,885	Firm	Cal	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	2,305	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	Cl	Yes	\$ 1,336,990	\$ 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	\$ 36,096,078	\$ 524	\$ 3,451,991	\$	\$ 32,646,087


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Borrower's Initials

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 Foot	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	\$ 865,900	\$ 971	\$ 78,723	\$ 790,177
G102	G	102	Stacked	1,385 Firm	RAMIREZ	FLORIA ANDRADE AND MARIO CRUZ		Yes	\$ 1,058,900	\$ 772	\$ 101,742	\$ 967,248
G103	G	103	Stacked	1,160 Firm	AGUILEGRO	IFEMA P		Yes	\$ 968,900	\$ 835	\$ 90,239	\$ 878,751
G104	G	104	Stacked	855 Firm	CHUEN HO YIU AND CHRISTINE RODRIGUES	BRIAN AND SHARON		Yes	\$ 838,900	\$ 981	\$ 75,284	\$ 763,706
G105	G	105	Stacked	1,345 Firm	Dai Nizami	SHAHNAZ AND SYED VIJDAN		No	\$ 1,038,900	\$ 772	\$ 98,294	\$ 940,686
G106	G	106	Stacked	1,130 Firm	WANG	YANYUN		Yes	\$ 938,900	\$ 831	\$ 86,790	\$ 852,200
G107	G	107	Stacked	855 Firm	KONG AND WANG	XIANG QIONG and MENG HAN		Yes	\$ 1,038,900	\$ 981	\$ 75,287	\$ 963,703
G108	G	108	Stacked	1,345 Firm	SETHI	ENA		No	\$ 1,038,900	\$ 772	\$ 98,297	\$ 940,693
G109	G	109	Stacked	1,130 Firm	ALMEIDA AND CABREIRO	ANTONIO OTILIA D CABREIRO		Yes	\$ 938,900	\$ 831	\$ 86,793	\$ 852,197
G110	G	110	Stacked	855 Firm	ALIREZA SADEGHI	SEYED		Yes	\$ 838,900	\$ 981	\$ 75,290	\$ 763,700
G111	G	111	Stacked	1,345 Firm	PERETT	ELIZAVETA AND IOURI		Yes	\$ 1,038,900	\$ 772	\$ 98,300	\$ 940,690
G112	G	112	Stacked	1,130 Firm	PANAGAKOS AND UZGUR	PANAGAKOS AND RUKIYE		Yes	\$ 938,900	\$ 831	\$ 86,796	\$ 852,194
G113	G	113	Stacked	895 Firm	ZHANG	FAN		Yes	\$ 868,900	\$ 971	\$ 78,744	\$ 790,246
G114	G	114	Stacked	1,385 Firm	EHSANISERESH AND SANAAEI ESFAHANI	NEDA AND ALI		Yes	\$ 1,068,900	\$ 772	\$ 101,754	\$ 967,236
G120	G	120	Stacked	1,035 Firm	LOUZA	ZAHROLESAM ZADEH		No	\$ 898,900	\$ 869	\$ 82,202.7	\$ 816,787
H201	H	201	Stacked	895 Firm	Kim	Dukuh		Yes	\$ 768,900	\$ 859	\$ 67,247.9	\$ 701,742
H202	H	202	Stacked	1,385 Firm	Hassan	Sameh		Yes	\$ 978,900	\$ 707	\$ 91,408.2	\$ 887,582
H203	H	203	Stacked	1,160 Firm	Saleem	Amjad		Yes	\$ 878,900	\$ 758	\$ 79,904.8	\$ 799,085
H204	H	204	Stacked	855 Firm	Sharma	Manjiv		Yes	\$ 738,900	\$ 864	\$ 63,799.6	\$ 675,190
H205	H	205	Stacked	1,345 Firm	Rathee	Akanksha		Yes	\$ 988,900	\$ 735	\$ 92,561.7	\$ 896,428
H206	H	206	Stacked	1,130 Firm	Lee	P.L.		Yes	\$ 838,900	\$ 742	\$ 75,306.0	\$ 763,684
H207	H	207	Stacked	855 Firm	Lee	Katelyn		Yes	\$ 738,900	\$ 864	\$ 63,802.6	\$ 675,187
H208	H	208	Stacked	1,345 Firm	SAROSH	SHAHANA		Yes	\$ 988,900	\$ 735	\$ 92,564.7	\$ 896,425
H209	H	209	Stacked	1,130 Firm	Panacci	Steveen		Yes	\$ 838,900	\$ 742	\$ 75,309.0	\$ 763,681
H210	H	210	Stacked	855 Firm	Luu	Jackelyn		Yes	\$ 738,900	\$ 864	\$ 63,805.6	\$ 675,184
H211	H	211	Stacked	1,345 Firm	Paramasivam	Ahnoorah		Yes	\$ 938,900	\$ 735	\$ 92,567.7	\$ 896,422
H212	H	212	Stacked	1,130 Firm	Khan	Wafeeqa		Yes	\$ 838,900	\$ 742	\$ 75,312.0	\$ 763,678
H213	H	213	Stacked	895 Firm	Pandya	Koonal		Yes	\$ 758,900	\$ 848	\$ 66,109.5	\$ 692,881
H214	H	214	Stacked	1,385 Firm	Wang	Lei		Yes	\$ 968,900	\$ 700	\$ 90,269.8	\$ 878,720
H215	H	215	Stacked	1,160 Firm	Shahid	Ghezal		No	\$ 868,900	\$ 749	\$ 78,766.4	\$ 790,224
H216	H	216	Stacked	1,035 Firm	Khan	Asif		Yes	\$ 798,900	\$ 772	\$ 70,714.3	\$ 728,276
H217	H	217	Stacked	1,010 Firm	OKEZIE	JAYIKE OBIANERI		Yes	\$ 798,900	\$ 791	\$ 70,715.3	\$ 728,275
H218	H	218	Stacked	1,010 Firm	VASILACHE	GEORGE AND MARICELA LUMINITA		Yes	\$ 798,900	\$ 791	\$ 70,716.3	\$ 728,274
H219	H	219	Stacked	1,010 Firm	Zaman	Nasreen Mehmud		Yes	\$ 818,900	\$ 811	\$ 73,018.2	\$ 745,972
H220	H	220	Stacked	1,035 Firm	Oguniye	Olugbenga		Yes	\$ 808,900	\$ 782	\$ 71,868.7	\$ 737,121
I301	I	301	Stacked	895 Firm	Boynepally	Vijay		Yes	\$ 768,900	\$ 859	\$ 67,267.9	\$ 701,722
I302	I	302	Stacked	1,385 Firm	Holdings	Inc.		Yes	\$ 978,900	\$ 707	\$ 91,428.2	\$ 887,562
I303	I	303	Stacked	1,160 Firm	Khan	Mahnukh		Yes	\$ 878,900	\$ 758	\$ 79,924.8	\$ 799,065
I304	I	304	Stacked	855 Firm	Caleb	Gavin		Yes	\$ 738,900	\$ 864	\$ 63,819.6	\$ 675,170
I305	I	305	Stacked	1,345 Firm	Khawar	Khawaja		Yes	\$ 938,900	\$ 698	\$ 86,829.5	\$ 852,161
I306	I	306	Stacked	1,130 Firm	Ahmed	Syed		Yes	\$ 888,900	\$ 787	\$ 81,078.2	\$ 807,912
I307	I	307	Stacked	855 Firm	Paramanathan	Mahendran		Yes	\$ 738,900	\$ 864	\$ 63,822.6	\$ 675,167
I308	I	308	Stacked	1,345 Firm	BHUGRA	CHITRA		Yes	\$ 988,900	\$ 735	\$ 92,584.7	\$ 896,405
I309	I	309	Stacked	1,130 Firm	Shitla	Mirza		Yes	\$ 838,900	\$ 742	\$ 75,320.0	\$ 763,681
I310	I	310	Stacked	855 Firm	Khan	Raja		Yes	\$ 738,900	\$ 864	\$ 63,825.6	\$ 675,164
I311	I	311	Stacked	1,345 Firm	Chendravathanan	Surentran		Yes	\$ 938,900	\$ 698	\$ 86,835.5	\$ 852,155
I312	I	312	Stacked	1,130 Firm	Thiyagarajah	Pirabahny		Yes	\$ 838,900	\$ 742	\$ 75,332.0	\$ 763,658
I313	I	313	Stacked	895 Firm	Nahabot	Vicky		Yes	\$ 758,900	\$ 848	\$ 66,129.5	\$ 692,861
I314	I	314	Stacked	1,385 Firm	Canada	Holdings		Yes	\$ 968,900	\$ 700	\$ 90,289.8	\$ 878,700
I315	I	315	Stacked	1,160 Firm	Battaglia	Brian		Yes	\$ 868,900	\$ 749	\$ 78,786.4	\$ 790,204
I316	I	316	Stacked	1,035 Firm	HEIRAN	AHMAD ROSHD		Yes	\$ 858,900	\$ 830	\$ 77,636.9	\$ 781,353
I317	I	317	Stacked	1,010 Firm	ODJADI AND EZZEH	LEONARD OKECHUKWU AND ANTHONY OKEYE		Yes	\$ 798,900	\$ 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	\$ 798,900	\$ 791	\$ 70,737	\$ 728,263
I320	I	320	Stacked	1,035 Firm	Lytos	Hellina		Yes	\$ 868,900	\$ 840	\$ 78,791	\$ 790,199
Total		60		59,675				49	\$ 47,345,370	\$ 793	\$ 4,301,490	\$ 43,043,880

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Borrower's Initials

Jefferson Properties Limited Partnership
 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
 February 3, 2022

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

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Borrower's Initials

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.

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Jefferson Properties Limited Partnership
39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
February 3, 2022

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.

CAMERON STEPHENS

MORTGAGE CAPITAL

February 18, 2022

Jefferson Properties Limited Partnership
c/o AmerCan Corporation
5 Verham Avenue
Toronto, ON M2L 2B1

Attention: Mr. Fansay 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

Uses	Total	96		142,340	% of Costs
		Per Unit	Per SF		
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:

- Interest Cost is calculated as follows:
\$54,878,000 x 4.95% x 65% Utilization x 24 Months
- Commitment Fee – CSMC is calculated as follows:
\$54,878,000 x 1.20%
- 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.
- 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%

- Borrower's Equity is comprised of \$7,443,866 of Cash Equity and \$376,880 of Appraisal Surplus.

Jefferson Properties Limited Partnership
 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
 February 17, 2022

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


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.

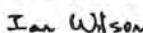
Please ensure that the Commitment Fee is provided in accordance with Section 11 of the Commitment Letter dated February 3, 2022.

Yours very truly,

Cameron Stephens Mortgage Capital Ltd.


DocuSigned by:

Scott Cameron
Chairman & CEO

DocuSigned by:

Ian Wilson
Senior Director, Mortgage Origination

DocuSigned by:

Daniel Leitch
Assistant Vice President

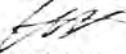
DocuSigned by:

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:

Fansey Wang
I have authority to bind the corporation

DocuSigned by:

Fangxi (Fansey) Wang
(in his/her capacity as Guarantor)


Witness:

CAMERON STEPHENS

MORTGAGE CAPITAL

October 19, 2022

Jefferson Properties Limited Partnership
c/o AmerCan Corporation
5 Vernham Avenue
Toronto, ON M2L 2B1

Attention: Mr. Fanshey 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 (Fanshey) 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**”)

Jefferson Properties Limited Partnership
 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
 October 19, 2022

7. Financing Program

Revised

Uses	96		142,340	
	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	96		142,340	
	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:

- Costs are as per Preliminary Budget Review by Glynn Group.
- 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.
- 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%

- 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").

17. Prepayment. New Prior to 5:00 PM on December 20, 2022, the Loan is fully open to repayment with no application of the Prepayment Amount noted in the Commitment Letter. Subsequent to the next draw of the Loan Facility, the Prepayment Amount noted in the Commitment will remain in effect.

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.

19. Conditions

I. Security:

Revised

- The joint and several personal guarantee of Fangxi (Fanseyang) 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.

Jefferson Properties Limited Partnership
39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
October 19, 2022

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 Security.
- 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.

 DS

Jefferson Properties Limited Partnership
39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
October 19, 2022

- 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 Consultant by no later than November 10, 2022. 26,
- 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.

Jefferson Properties Limited Partnership
39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
October 19, 2022

- 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.



Jefferson Properties Limited Partnership
39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
October 19, 2022

- 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.**



Jefferson Properties Limited Partnership
39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
October 19, 2022

- 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,

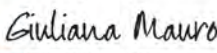
Cameron Stephens Mortgage Capital Ltd.

DocuSigned by:

 285D0E9FE3434B0...
 Scott Cameron
 Chairman & CEO

DocuSigned by:

 F0237F46952A40A...
 John David
 Senior Vice President, Credit and Underwriting

DocuSigned by:

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 Giuliana Mauro
 Vice President, Loan Funding and Servicing

Jefferson Properties Limited Partnership
39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
October 19, 2022

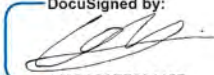
Acceptance of Amendment


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.

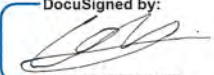
Per:

DocuSigned by:

119D9C8E706445F
Print Name: Fansey wang
I have authority to bind the corporation

DocuSigned by:

119D9C8E706445F

Fangxi (Fansey) Wang
(in his/her capacity as **Guarantor**)
AmerCan Corporation (in its capacity as **Guarantor**)
Per:

Witness:

DocuSigned by:

119D9C8E706445F
Print Name: Fansey wang
I have authority to bind the corporation

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.**

Jefferson Properties Limited Partnership
39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
March 3, 2023

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").

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.~~ **at the time of repayment of loan**. 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:

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

Jefferson Properties Limited Partnership
39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
March 3, 2023

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.

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,

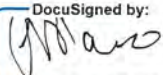
Cameron Stephens Mortgage Capital Ltd.

DocuSigned by:

268D00E3434B0...
Scott Cameron
Chairman & CEO

DocuSigned by:

F0247F48962A40A...
John David
Senior Vice President, Credit and Underwriting


DocuSigned by:

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Giuliana Mauro
Vice President, Loan Funding and Servicing

Acceptance of Amendment

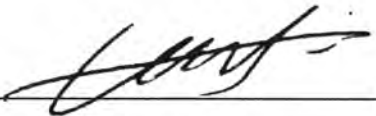
By signing below, the Borrower and Guarantor acknowledge that they: (i) had sufficient time and opportunity to review, consider and obtain any desired independent legal advice with respect to the terms and conditions of the Amendment, including all Schedules thereto; (b) have read and understands the 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

CAMERON STEPHENS

MORTGAGE CAPITAL

May 26, 2023

Jefferson Properties Limited Partnership
c/o AmerCan Corporation
5 Vernham Avenue
Toronto, ON M2L 2B1

Attention: Mr. Fansey 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:

- Costs are as per Progress Draw No. 3 by Glynn Group.
- 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.**

Jefferson Properties Limited Partnership
39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
May 26, 2023

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.

DS


Jefferson Properties Limited Partnership
39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario
May 26, 2023

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,

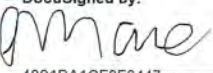
Cameron Stephens Mortgage Capital Ltd.

DocuSigned by:

288D80EFE343480...
Scott Cameron
Chairman & CEO

DocuSigned by:

F0217F48952A40A...
John David
Senior Vice President, Credit and Underwriting

DocuSigned by:

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Giuliana Mauro
Senior Vice President, Underwriting and Portfolio Management



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
009A1622F0234AA...

Witness:

AmerCan Corporation (in its capacity as **Guarantor**)

Per:

DocuSigned by:

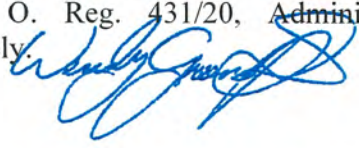
119D9C8E706445F...

Print Name:
I have authority to bind the corporation

Borrower's Initials 

TAB D

This is Exhibit "D" referred to in the Affidavit of John David sworn by John David of the City of Mississauga, in the Regional Municipality of Peel, before me at the City of Toronto, in the Province of Ontario, on December 6, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

WENDY GREENSPOON-SOER

LRO # 65 Charge By Partnership

Received 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. acting for Signed 2022 03 08
 Toronto Chargor(s)
 M5H 3V1

Tel 416-363-2211

LRO # 65 Charge By Partnership

Received as YR3391499 on 2022 03 08 at 11:45

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

yyyy mm dd Page 2 of 6

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. 2022 03 08
Toronto
M5H 3V1

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.

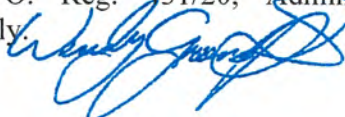
6. The Chargor covenants and agrees that in the event that the security for the within Charge shall be or shall become a condominium unit(s) the following provisions shall apply:
 - (a) the Chargor does hereby assign to the Chargee all of its rights to vote or consent in the affairs of the Condominium 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.

TAB E

This is Exhibit "E" referred to in the Affidavit of John David sworn by John David of the City of Mississauga, in the Regional Municipality of Peel, before me at the City of Toronto, in the Province of Ontario, on December 6, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

WENDY GREENSPOON-SOER



ONTARIO PPSA New Registration
1C CONFIRMATION

PPSA Ref File No.: 780695982

Expiry Date: 2027-02-28

Registration Number: 20220228 1327 1590 0114

REGISTRATION TYPE: Personal Property Security Act
TERM OF REGISTRATION (YEARS): 5

CAUTION FILING: N
MOTOR VEHICLE SCHEDULE: N

DEBTORS

Business Debtors		
	BUSINESS NAME ONTARIO CORPORATION NUMBER	ADDRESS
1	JEFFERSON PROPERTIES LIMITED PARTNERSHIP	980 YONGE STREET, SUITE 1001 TORONTO ON M4W 3V8
2	2011836 ONTARIO CORP. 2011836	980 YONGE STREET, SUITE 1001 TORONTO ON M4W 3V8

SECURED PARTIES

Secured Parties		
	NAME	ADDRESS
1	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	25 ADELAIDE STREET EAST, SUITE 600 TORONTO ON M5C 3A1

COLLATERAL

Collateral Classification Selected	MATURITY DATE	AMOUNT SECURED
Consumer Goods <input type="checkbox"/> Inventory <input checked="" type="checkbox"/> Equipment <input checked="" type="checkbox"/> Accounts <input checked="" type="checkbox"/> Other <input checked="" type="checkbox"/> Motor Veh Incl <input checked="" type="checkbox"/>		

REGISTERING AGENT

NAME	ADDRESS
SCHNEIDER RUGGIERO SPENCER MILBURN LLP (43768 DM/SZ)	1000-120 ADELAIDE STREET WEST TORONTO ON M5H 3V1

GENERAL SECURITY AGREEMENT

TO: CAMERON STEPHENS MORTGAGE CAPITAL LTD.

RE: Cameron Stephens Mortgage Capital Ltd. (the "**Lender**") loan/first mortgage to Jefferson Properties Limited Partnership and 2011836 Ontario Corp. (collectively the "**Borrower**"), guaranteed by Fangxi (Fansey) Wang (the "**Guarantor**"), pursuant to a facility letter dated February 3, 2022, as it may be amended from time to time (the "**Facility Letter**"), relating to the property municipally known as 39, 53 and 67 Jefferson Side Road, Richmond Hill, Ontario, as legally described in PINs 03208-3229(LT) and 03208-3230(LT) and the project known as Richmond Hill Grace (collectively the "**Property**")

1. SECURITY INTEREST

- (a) For value received, the undersigned (the "**Debtor**") hereby grants to the Lender a security interest (the "**Security Interest**") in the undertakings of the Debtor, and in all of the Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities now owned or hereafter owned or acquired by or on behalf of the Debtor (including such as may be returned to or repossessed by the Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "**Collateral**"), and including, without limitation, all of the following, now owned or hereafter owned or acquired by or on behalf of the Debtor:
- (i) all inventory of whatever kind and wherever situate;
 - (ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
 - (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by the Debtor (the "**Debts**");
 - (iv) all deeds, documents, writings, papers, books of account and other books relating to or being records of the Debts, Chattel Paper or Documents of Title by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
 - (v) all contractual rights and insurance claims;
 - (vi) all patents, industrial designs, trade-marks, trade secrets and know-how, including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively, "**Intellectual Property**"); and
 - (vii) without in any way limiting the foregoing, all cash and reserve accounts of the Debtor.
- (b) The Security Interest granted hereby shall not extend or apply to, and Collateral shall not include the last day of the term of any lease or agreement therefor, but upon the enforcement of the Security Interest, the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.
- (c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "proceed", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in the

Personal Property Security Act of the Province of Ontario, as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of the Debtor as that term is defined in the P.P.S.A., and the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement. Any reference herein to "**Collateral**" shall, unless the context otherwise requires, be deemed a reference to "**Collateral or any part thereof**".

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of the Debtor to the Lender (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof, and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, and whether the Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Lender shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

The Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

- (a) the Collateral is genuine and owned by the Debtor free of all prior security interests, mortgages, liens, claims, charges, licences, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "**Encumbrances**"), save for the Security Interest and those Encumbrances shown on Schedule "A";
- (b) all Intellectual Property applications and registrations are valid and in good standing, and the Debtor is the owner of the applications and registrations;
- (c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "**Account Debtor**"), and the amount represented by the Debtor to the Lender from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against the Debtor which can be asserted against the Lender, whether in any proceeding to enforce Collateral or otherwise;
- (d) the locations specified in Schedule "B" are accurate and complete; and
- (e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of the Debtor's rights in the Collateral to the Lender will not result in a breach of any agreement to which the Debtor is a party.

4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect the Debtor covenants and agrees:

- (a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of the Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all prior Encumbrances, except for the Security Interest, licences which are compulsory under federal or provincial legislation and those shown on Schedule "A", and not to sell, exchange, transfer, assign, lease license or otherwise dispose of Collateral or any interest therein without the prior written consent of the Lender or as may be required by law or contract; provided always that, until default, Debtor may, in the

ordinary course of the Debtor's business, sell or lease inventory and, subject to Clause 7 hereof, use Money available to the Debtor;

- (b) to notify the Lender promptly of:
 - (i) any change in the information contained herein or in the Schedules hereto relating to the Debtor, the Debtor's business or Collateral;
 - (ii) the details of any significant acquisition of Collateral;
 - (iii) the details of any claims or litigation affecting the Debtor or Collateral, (iv) any loss or damage to Collateral;
 - (iv) any default by any Account Debtor in payment or other performance of his /her obligations with respect to Collateral; and
 - (v) the return to or repossession by the Debtor of Collateral.
- (c) to keep Collateral in good order, condition and repair and not to use Collateral in violations of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by the Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by the Lender; to apply to register all existing and future copyrights, trademarks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;
- (d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignment, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by the Lender of or with respect to Collateral all in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;
- (e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or Collateral as and when the same become due and payable;
- (f) to insure Collateral for such periods, in such amounts, on such terms and against loss or damage by fire and such other risks as the Lender shall reasonably direct, with loss payable to the Lender and the Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor;
- (g) to prevent Collateral, save Inventory sold or leased as permitted hereby or intended to be affixed to real property, from being or becoming an accession to other property not covered by this Security Agreement;
- (h) to carry on and conduct the business of the Debtor in a proper and efficient manner, so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for the Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at the Lender's request so as to indicate the Security Interest;
- (i) to deliver to the Lender from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same;
 - (iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;
 - (iv) all policies and certificates of insurance relating to Collateral: and

- (v) such information concerning Collateral, the Debtor and the Debtor's business and affairs as the Lender may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to any compliance with the Debtor's covenants contained herein and Clause 7 hereof, the Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions hereof; provided always that the Lender shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Lender may consider appropriate and the Debtor agrees to furnish all assistance and information and to perform all such acts as the Lender may reasonably request in connection therewith and for such purpose to grant to the Lender or its agents access to all places where Collateral may be located and to all premises occupied by the Debtor.

6. SECURITIES

If Collateral at any time includes Securities, the Debtor authorizes the Lender to transfer the same or any part thereof into its own name or that of its nominee(s) so that the Lender or its nominee(s) may appear on record as the sole owner thereof; provided that, until default, the Lender shall deliver promptly to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its proxy to vote and take all actions with respect to such Securities. After default, the Debtor waives all rights to receive any notices or communications received by the Lender or its nominee(s) as such registered owner, and agrees that no proxy issued by the Lender to the Debtor or its order as aforesaid shall thereafter be effective.

7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, the Lender may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to the Lender. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement shall be received and held by the Debtor in trust for The Lender and shall be turned over to the Lender upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

- (a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral, except as required by law or contract and if The Lender receives any such Money prior to default, The Lender shall either credit the same against the Indebtedness or pay the same promptly to Debtor.
- (b) After default the Debtor will not request or receive any Money constituting income from or interest on Collateral except as required by law or contract, and if the Debtor receives any such Money without any request by it, the Debtor will pay the same promptly to the Lender.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

- (a) Whether or not default has occurred, the Debtor authorizes the Lender:
 - (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and deal with accordingly;
 - (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.
- (b) If the Debtor receives any such increase or profits (other than Money) or payments or distributions, the Debtor will deliver the same promptly to the Lender to be held by the Lender as herein provided.

10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by the Lender pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as the Lender deems best or, at the option of the Lender, may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Lender hereunder, and any surplus shall be accounted for as required by law.

11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

- (a) the non-payment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of the Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between the Debtor and the Lender;
- (b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to the Debtor, if an individual;
- (c) the bankruptcy or insolvency of the Debtor; the filing against the Debtor of a petition in bankruptcy which is not being defended by the Debtor; the making of an assignment for the benefit of creditors by the Debtor; the appointment of a receiver or trustee for the Debtor of any assets of the Debtor or the institution by or against or against the Debtor of any other type of insolvency proceeding under the Bankruptcy Act or otherwise which is not being defended by the Debtor;
- (d) the institution by or against the Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding-up of affairs of the Debtor which is not being defended by the Debtor;
- (e) if any prior Encumbrance affecting Collateral becomes enforceable against Collateral;
- (f) if the Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law;
- (g) if any execution, sequestration, extent or other process of any court becomes enforceable against the Debtor or if distress or analogous process is levied upon the assets of the Debtor or any part thereof; and
- (h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of the Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to the Lender to extend any credit to or to enter into this or any other agreement with the Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against the Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to the Lender at or prior to the time of such execution.

12. ACCELERATION

The Lender, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if the Lender considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of the Lender with respect to any Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

- (a) Upon default, the Lender may appoint or re-appoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of

the Lender or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not the Lender, and the Lender shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including the Debtor, enter upon, use and occupy all premises owned or occupied by the Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by the Lender, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to the Lender. Every such Receiver may, in the discretion of the Lender, be vested with all or any of the rights and powers of the Lender.

- (b) Upon default, the Lender may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).
- (c) The Lender may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, the Lender may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to the Lender may seem reasonable.
- (d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and the Lender, and in addition to any other rights the Lender may have at law or in equity, the Lender shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that the Lender shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, the Lender shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper, whether Collateral or proceeds, and whether or not in the Lender's possession, and shall not be liable or accountable for failure to do so.
- (e) The Debtor acknowledges that the Lender or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law, and Debtor agrees upon request from The Lender or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.
- (f) The Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by the Lender or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Lender or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.
- (g) The Lender will give the Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as maybe required by the P.P.S.A.

- (h) Upon default and receiving written demand from the Lender, the Debtor shall take such further action as may be necessary to evidence and effect any assignment or licensing of Intellectual Property to whomever the Lender directs, including to the Lender. The Debtor appoints any officer or director or branch manager of the Lender upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on the Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

- (a) The Debtor hereby authorizes the Lender to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which the Debtor's business is carried on and Collateral and records relating thereto are situate) as the Lender may deem appropriate to perfect on any ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest, and the Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein-mentioned branch of the Lender the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient.
- (b) Without limiting any other right of the Lender, whenever Indebtedness is immediately due and payable or the Lender has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), the Lender may, in its sole discretion, set off against Indebtedness any and all amounts then owned to the Debtor by the Lender in any capacity, whether or not due, and the Lender shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on the Lender's records subsequent thereto.
- (c) Upon the Debtor's failure to perform any of its duties hereunder, the Lender may, but shall not be obligated to, perform any or all of such duties, and the Debtor shall pay to the Lender, forthwith upon written demand therefor, an amount equal to the expense incurred by the Lender in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate accruing on the indebtedness, obligations and liabilities of the Debtor to the Lender.
- (d) The Lender may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with Collateral and other security as the Lender may see fit without prejudice to the liability of the Debtor or the Lender's right to hold and realize the Security Interest. Furthermore, the Lender may demand, collect and sue on Collateral in either the Debtor's or the Lender's name, at the Lender's option, and may endorse the Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.
- (e) No delay or omission by the Lender in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, the Lender may remedy any default by the Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Debtor. All rights and remedies of the Lender granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (f) The Debtor waives protest of any Instrument constituting Collateral at any time held by the Lender on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by the Lender.
- (g) This Security Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement

and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against the Lender. If more than one the Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

- (h) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.
- (i) Subject to the requirements of Clauses 13(g) and 14(j) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of the Lender, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of the Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to the Lender. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.
- (j) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by the Lender, and is intended to be a continuing Security Agreement, and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein-mentioned branch of the Lender shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by the Lender, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.
- (k) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.
- (l) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with and grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.
- (m) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.
- (n) Nothing herein contained shall in any way obligate the Lender to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.
- (o) The Security Interest created hereby is intended to attach when this Security Agreement is signed by the Debtor and delivered to the Lender.
- (p) The Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term the "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby:
 - (i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of the amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and
 - (ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Lender at the time of amalgamation and any "Indebtedness" of the amalgamated company to the Lender thereafter arising. The Security Interest shall attach to "Collateral" owned by each company

amalgamating with the Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

- (q) This security agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario, as the same may from time to time be in effect, including, where applicable, the P.P.S.A.

15. COPY OF AGREEMENT

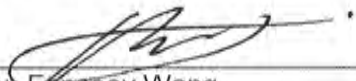
The Debtor hereby acknowledges receipt of a copy of this Security Agreement.

[signing page follows]

[General Security Agreement]

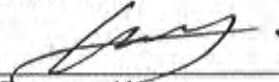
DATED this 8th day of March, 2022.

2011836 ONTARIO CORP., IN ITS CAPACITY
AS GENERAL PARTNER, ON BEHALF OF
JEFFERSON PROPERTIES LIMITED
PARTNERSHIP

Per: 
Name: Fansey Wang
Title: President

I/We have authority to bind the above

2011836 ONTARIO CORP.

Per: 
Name: Fansey Wang
Title: President

I/We have authority to bind the corporation

SCHEDULE "A"

N/A

