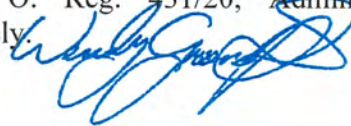


This is Exhibit "F" referred to in the Affidavit of John David sworn by John David of the City of Mississauga, in the Regional Municipality of Peel, before me at the City of Toronto, in the Province of Ontario, on December 6, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**WENDY GREENSPOON-SOER**

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

yyyy mm dd Page 1 of 8

**Properties**

**PIN** 03208 - 3229 LT  
**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  
**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

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

**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.

**Party To(s)****Capacity****Share**

**Name** CAMERON STEPHENS MORTGAGE CAPITAL LTD.  
**Address for Service** 25 Adelaide Street East, Suite 600  
 Toronto, Ontario, M5C 3A1

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, YR3391499 registered on 2022/03/08 to which this notice relates is deleted

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

The registration of this document is not prohibited by registration YR2817501 registered on 2018/04/18.

**Signed By**

David Mathew Markowitz 1000-120 Adelaide St. W. acting for Signed 2022 03 08  
 Toronto Applicant(s)  
 M5H 3V1

Tel 416-363-2211

Fax 416-363-0645

I have the authority to sign and register the document on behalf of all parties to the document.

David Mathew Markowitz 1000-120 Adelaide St. W. acting for Signed 2022 03 08  
 Toronto Party To(s)  
 M5H 3V1

Tel 416-363-2211

Fax 416-363-0645

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

Schneider Ruggiero Spencer Milburn LLP 1000-120 Adelaide St. W. 2022 03 08  
 Toronto  
 M5H 3V1

**Submitted By**

Tel 416-363-2211  
Fax 416-363-0645

**Fees/Taxes/Payment**

Statutory Registration Fee	\$66.30
Total Paid	\$66.30

**File Number**

Party To Client File Number : 43768 DM

## GENERAL ASSIGNMENT OF RENTS

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 (Fanseay) 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")

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### 1. RECITALS

#### 1.1 Description of Mortgage

Pursuant to the Facility Letter, the Borrower (the "Assignor") has borrowed or agreed to borrow from the Lender (the "Assignee") the amounts set out therein (the "Loan") and the Borrower (the "Assignor") has agreed to execute and deliver to the Assignee a certain mortgage (the "Mortgage") in the face amount Sixty-Nine Million Ninety-Three Thousand Six Hundred Dollars (\$69,093,600.00), given by the Assignor to the Assignee, registered or to be registered in the Registry Office for the Regional Municipality of York and affecting the lands legally described in PINs 03208-3229(LT) and 03208-3230(LT) (collectively the "Mortgaged Premise"), and has covenanted to repay the Loan together with interest thereon at the rate, in the manner and amounts and at the times specified in the Mortgage, and to perform the terms, covenants and provisions contained in the Mortgage.

### 2. GRANTING CLAUSES

2.1 To secure the payment of the Mortgage and to assure performance of the agreements contained herein and in the Mortgage, the Assignor assigns to Assignee, the Assignor's right, title and interest in:

- (a) All oral and written leases, offers to lease with, or other agreements for use or occupancy made to or agreed to by any person or entity (including without limitation of the foregoing, the Assignor and Assignee under the powers granted herein), and any and all amendments, extensions, renewals, modifications and replacements thereof pertaining to all or any part of the Mortgaged Premise, whether such leases or other agreements have heretofore been made or as are in the future made or agreed to (such leases, offers to lease and other use or occupancy agreements being referred to as (the "Leases");
- (b) The rents, issues and profits (collectively the "Rents") which may hereafter become due pursuant to any of the Leases pertaining to all or any part of the Mortgaged Premise;
- (c) All rights, powers, privileges, options and other benefits (collectively the "Rights") of the Assignor under the Leases, including without limitation the following:
  - (i) The right upon default under the Leases to receive and collect all Rents, income, revenues, insurance proceeds, condemnation awards, moneys and security deposits or the like pursuant to any of the provisions thereof, whether as Rents or otherwise (except sums payable directly to any person other than the lessor thereunder);
  - (ii) The right to make all waivers and agreements, including waivers of obligations of lessees;
  - (iii) The right to give all notices, permissions, consents and releases, including consent to the subordination of the interest of a lessee;
  - (iv) The right to take such action upon the happening of a default under the Leases (including the commencement, conduct and consummation of

proceedings at law or in equity) as shall be permitted under any provisions of the Leases or by law;

- (v) The right to do any and all other things whatsoever which the Assignor, as lessor, is or may become entitled to under the Leases; and
- (vi) The right to exercise any option; and
- (d) Any and all guarantees (the "**Guarantees**") of any of the Leases, and the rights, powers, privileges and other benefits of the Assignor under the Guarantees;

and the Assignor authorizes the Assignee in the event of the Assignor's Default:

- (e) To manage the Mortgaged Premise and let and relet the Mortgaged Premise, or any part thereof according to the Assignee's own discretion;
- (f) To prosecute or defend any suits in connection with the Mortgaged Premise in the name of either or both of the Assignee or the Assignor as it may consider desirable;
- (g) To enforce or take any other action in connection with the Leases in the name of either or both of the Assignee or the Assignor;
- (h) To make such repairs to the Mortgaged Premise as the Assignee may deem advisable; and
- (i) To do anything in or about the Mortgaged Premise that the Assignee may reasonably deem advisable and that the Assignor has the right or power to do.

### 3. COVENANTS, REPRESENTATIONS AND WARRANTIES

#### 3.1 Power Coupled with Interest

This Assignment of Leases and Rents (including without limitation the appointment in section 3.5) confers upon the Assignee a power coupled with an interest and cannot be revoked by the Assignor.

#### 3.2 Title

The Assignor warrants that during the term of the Mortgage the Assignor will be the sole owner of the entire lessor's interest in the Leases and will have full right to assign such Leases and the Rents due or to become due thereunder; that there will be no previous assignments thereof; that said Leases will be valid and enforceable and will not have been altered, modified or amended in any manner whatsoever; that the lessees are not in default under any of the terms, covenants or conditions thereof and that such lessees will have no defences, set-offs or counterclaims against the lessor; that no rent reserved in said Leases will have been assigned in priority to this assignment and that no rent for any period subsequent to the date of this assignment will have been collected in advance of the time when the said rent became payable under the terms of the said Leases, save and except for prepaid rent, which shall not exceed one month, and security deposits set out in the Leases.

#### 3.3 Management

The Assignor covenants to observe and perform all the obligations imposed upon the lessor under the Leases and not to do or permit to be done anything to impair the security thereof; to cause the Mortgaged Premise to be maintained and managed in accordance with sound business practices; not to collect any of the rent, income and profits arising or accruing under the said Leases or from the Mortgaged Premise in advance of the time when the same shall become due, save and except for prepaid rent which shall not exceed one month and security deposits set out in the Leases; not to subordinate said Leases to any mortgage or such other encumbrance or permit, consent or agree to such subordination in priority or pari passu to executed security in favour of the Assignee, not to alter, modify, amend or change, other than in the ordinary course of business, or default under the terms of said Leases or, other than in the ordinary course of business, give any consent, concession or waiver or exercise any option of the lessor permitted by such terms or, other than in the ordinary course of business, cancel or terminate said Leases or accept the surrender thereof or convey or transfer or suffer or permit a conveyance or transfer of the premises demised thereby or of any interest therein so as to effect directly or indirectly, promptly or remotely a merger of the estates and rights of, or a termination or elimination of the obligations of lessees thereunder

in priority or pari passu to executed security in favour of the Assignee; not to waive, alter, modify or change the terms of any Guarantees of said Leases or cancel or terminate such Guarantees, in each case, other than in the ordinary course of business; not to consent to any assignment of or subletting under said Leases by the lessee in priority or pari passu to executed security in favour of the Assignee, except to the extent that any such lease provides that the consent of the lessor shall not be unreasonably withheld; at the Assignee's request, to execute and deliver all such further assurances and assignments as the Assignee shall from time to time reasonably require; to cause prompt action, including legal proceedings for enforcement of any of the Leases and all other remedies available to lessor thereunder, to be commenced against any delinquent lessee as soon as reasonably necessary to protect such lessor's interest.

#### 3.4 Notice of Lessor's Default

The Assignor shall cause notice to be given to the Assignee of any default by the lessor known to the lessor under any of the Leases promptly upon the occurrence of such default, but in all events in sufficient time to afford to the Assignee an opportunity to cure any such default prior to the lessee under the subject lease having any right to terminate the lease by reason of such default.

#### 3.5 Assignee to be Creditor of Lessee

The Assignee shall be and be deemed to be the creditor of each lessee in the Leases in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting such lessee (without obligation on the part of the Assignee, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein) and the Assignor hereby assigns as further security to the Assignee any such money or award and any and all payments made or payable by lessees in lieu of rent with option to the Assignee to apply any such money or award or payments received by the Assignee in reduction of the indebtedness secured by or to be paid under the Mortgage. The Assignor hereby appoints the Assignee as its irrevocable attorney-in-fact to appear after a default in any action and/or collect any such money, award or payment.

### 4. DEFAULTS AND REMEDIES

#### 4.1 Defaults

Each of the following shall constitute a default ("Default") under this Assignment of Leases and Rents:

- (a) The untruth or inaccuracy of any representation or warranty made by the Assignor herein, the failure by the Assignor to perform in a full and timely manner any of Assignor's obligations of whatever nature under this Assignment of Leases and Rents or the Mortgage or the breach of any of the Assignor's covenants contained in this Assignment of Leases and Rents;
- (b) The default by the Assignor under any of the Leases; and
- (c) The default by the Assignor under the Mortgage.

#### 4.2 Exercise of the Assignment of Leases and Rents

- (a) Until Default shall have been made in payment of any sum as provided in the Mortgage or until the breach of any covenant, representation or agreement contained in the Mortgage, the Assignor shall be entitled to receive all Rents and other amounts payable, and to exercise all of the lessor's rights, under the Leases and Guarantees;
- (b) In the event of Default then in addition to the rights hereby assigned to the Assignee the Assignee may collect the Rents and/or manage the Mortgaged Premise without regard to the adequacy of the security and without waiving such Default;
- (c) In the event the Assignee elects to invoke any of its rights hereunder and thereafter, for any reason, relinquishes to the Assignor such rights, this Assignment of Leases and Rents shall in no respect be terminated but instead remain in full force and effect until the indebtedness represented by the Mortgage is paid in full, it being the intent of the parties that Assignee shall, from time to time upon the occurrence of any Default, have all the rights granted hereby.

#### 4.3 Nature of Remedies

No delay or omission on the part of the Assignee in the exercise of any remedy for a Default shall operate as a waiver hereof. The remedies available to the Assignee under this Assignment of Leases and Rents shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law and under the Mortgage.

The said remedies shall be cumulative and concurrent and not alternative, may be pursued separately, successively or together against the Assignor, against the Mortgaged Premise or any of them at sole discretion of Assignee and may be exercised as often as occasion therefor shall arise.

#### 4.4 Application of Rents

The Assignee shall have the power to apply the Rents, in such order as the Assignee may determine, to the payment of the indebtedness represented by the Mortgage and also toward the payment of any and all sums, monies, costs, charges and expenses incurred by the Assignee in exercise of any of its rights under the Mortgage and all reasonable expenses for the care and management of the Mortgaged Premise, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing real estate and collecting rents, and the reasonable expenses and fees of all attorneys, solicitors, agents and servants, which expenses may be reasonably necessary to exercise the powers granted to the Assignee hereunder. The receipt by Assignee of any Rents pursuant to this Assignment after a Default hereunder and the exercise of any remedies provided for in the Mortgage or hereunder shall not cure such Default or affect or prejudice the exercise of such remedies.

#### 4.5 Limitation of Assignee's Obligations

The Assignee's obligations as to any Rents actually collected shall be discharged by application of such Rents for any of the purposes described in this Assignment of Leases and Rents. The Assignee shall not be liable for uncollected rents or for any claim for damages or set-off arising out of the Assignee's management of the Mortgaged Premise. The Assignee shall not be liable to any lessee for the return of any security deposit made under any lease of any portion of the Mortgaged Premise unless the Assignee shall have received such security deposit from the lessor or such lessee. The Assignee shall not by reason of this Assignment of Leases and Rents or the exercise of any right granted herein be obligated to perform any obligation of the lessor under any of the Leases, nor shall the Assignee be responsible for any act committed by the lessor, or any breach or failure to perform by the lessor with respect to any of the Leases. Nothing contained herein shall be deemed to have the effect of making the Assignee an Assignee in possession of the Mortgaged Premise or any part thereof.

#### 4.6 Reimbursement

The Assignor shall reimburse, indemnify and hold harmless the Assignee for and from any and all expenses, losses, damages and liabilities which the Assignee may reasonably incur by reason of this Assignment, any of the Leases or expenses, losses, damages and liabilities incurred in exercising any of the rights granted in this Assignment.

#### 4.7 Authorization to Lessees

Each present and future lessee under any of the Leases is hereby authorized and directed to pay the rent payable thereunder to the Assignee upon written demand from Assignee stating that a Default has occurred under this Assignment of Leases and Rents or the Mortgage without inquiry as to whether any such Default has occurred or whether Assignee is rightfully entitled to such rent.

#### 4.8 Discharge

The registration of a Discharge of the Mortgage shall constitute a deemed reassignment of the Leases, Rents and other matters assigned hereunder.

5. MISCELLANEOUS

5.1 Modification of Loan Terms

If the time of payment of all indebtedness secured under the Mortgage or any part thereof is extended at any time or times, if the Mortgage is renewed, modified or replaced or if any security for the Mortgage is released, the Assignor and any other parties now or hereafter liable therefor or interested in the Mortgaged Premise shall be held to consent to such extensions, renewals, modifications, replacements and releases and their liability and the lien hereof shall not be released and the rights created hereby and thereby shall continue in full force, the right of recourse against all such parties being reserved by the Assignee.

5.2 Successors and Assigns

This Assignment of Leases and Rents shall enure to the benefit of and be binding upon the successors and assigns of the Assignor and the Assignee and all persons and entities (including owners and lessees) which may hereafter obtain any interest in the Mortgaged Premise.

5.3 No Merger

Notwithstanding the conveyance or transfer of title to any or all of the Mortgaged Premise to any lessee under any of the Leases, the lessee's leasehold estate under such lease shall not merge into the fee estate and the lessee shall remain obligated under such lease as assigned by this Assignment.

5.4 Notices

Whenever the Assignee or the Assignor desires to give any notice to the other, it shall be sufficient for all purposes if such notice is personally delivered or sent by courier addressed to the intended recipient at the last address theretofore specified by the addressee in a written notice given to the sender. In case no other address has been so specified, notices hereunder shall be delivered or mailed to the following addresses:

Assignee:

Cameron Stephens Mortgage Capital Ltd.  
25 Adelaide Street East, Suite 600  
Toronto, Ontario, M5C 3A1

Assignor:

2011836 Ontario Corp.  
980 Yonge Street, Suite 1001  
Toronto, Ontario M4W 3V8

Jefferson Properties Limited Partnership  
980 Yonge Street, Suite 1001  
Toronto, Ontario M4W 3V8

Any notice given in the manner specified herein shall be deemed to have been given on the day it is personally delivered or sent by courier.

5.5 Governing Law

This Assignment of Leases and Rents shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

5.6 Severability

If any term or provision contained in this Assignment of Leases and Rents or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment of Leases and Rents or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Assignment of Leases and Rents shall be valid and enforceable to the fullest extent permitted by law.

5.7 Captions

The captions preceding the text of the paragraphs or sub-paragraphs of this Assignment of Leases and Rents are inserted only for convenience of reference and shall not constitute a part of this Assignment of Leases and Rents, nor shall they in any way affect its meaning, construction or effect.

5.8 Time of the Essence

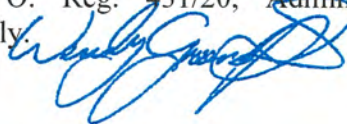
Time shall be of the essence in this Assignment in all respects.

5.9 Conflict Clause

In the event of conflict between the Facility Letter and the terms hereinbefore set forth, the provisions of the Facility Letter shall prevail; provided that any provision hereinbefore contained 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 G

This is Exhibit "G" 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.



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*Commissioner for Taking Affidavits (or as may be)*

**WENDY GREENSPOON-SOER**

## GUARANTEE

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**")

WHEREAS you, the Lender (hereinafter sometimes called "you" or the "**Lender**") have advanced funds or are about to advance funds to the Borrower and in consideration of your intention to advance the said funds to the Borrower, and other good and valuable consideration and the sum of Two (\$2.00) Dollars, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby declares, covenants and agrees as follows:

1. In this Guarantee, the following words shall have the meaning as indicated opposite such words:
  - (a) "**Credit**" - means financial accommodation of any kind whatsoever made to the Borrower pursuant to the Facility Letter.
  - (b) "**Indebtedness**" - means in its broadest sense, all obligations of the Borrower to the Lender, alone or with others heretofore or hereafter incurred, whether voluntarily or involuntarily, whether due or not due, whether absolute, inchoate, contingent, liquidated or unliquidated together with interest and costs of the Lender on each and every such obligation due under the Facility Letter.
2. Without further authorization from or notice to the undersigned, you may grant credit and advance funds to the Borrower from time to time, either before or after revocation hereof, and in such manner, upon such terms and for such times as you deem best, and with or without notice to the Undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Borrower or by any person or persons liable to you of any Indebtedness hereby guaranteed, increase or reduce the rate of interest thereon, release or reduce the rate of interest thereon, release or add one or more Undersigned or endorsers, accept additional or substituted security, or release or subordinate any security. No exercise or non-exercise by you or any right hereby given you, no failure by you to record, complete or otherwise perfect any securities given by the Borrower or the Undersigned or any person, firm or corporation, no dealing by you with the Borrower or the Undersigned or any person, firm or corporation, no dealing by you with the Borrower or any Undersigned or endorser and no change, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the Undersigned obligations hereunder or any security furnished by the Undersigned or give the Undersigned any recourse against you.
3. The Undersigned guarantees unconditionally and promises to pay to you or your order the amount of Indebtedness hereby guaranteed, interest thereon, and all costs, charges and expenses which may be incurred by you in respect of any Indebtedness of the Borrower hereby guaranteed or in enforcing this Guarantee against the Undersigned and, promise to perform each guaranteed obligation when due.
4. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you, but you shall not be obliged to take any action or exhaust your recourse against the Borrower, any other Undersigned, any other person, firm or corporation, or any securities you may hold at any time nor to value such securities before requiring or being entitled to payment from the Undersigned of all Indebtedness hereby guaranteed. This Guarantee shall not be determined or affected or your rights thereunder prejudiced by the discontinuance of this Guarantee as to one or more other Undersigned or by the death or loss or diminution of capacity or cessation of corporate existence, as the case may be, of the Borrower, or by the death or loss or diminution of capacity or cessation of corporate existence, as the case may be, of any other Undersigned.
5. Upon this Guarantee bearing the signature of the Undersigned coming into your hands or the hands of any officer, agent or employee thereof the same shall be deemed to be

finally executed and delivered by the Undersigned and shall not be subject to or affected by any promise or condition affecting or limiting the Undersigned liability except as set forth herein, and no statement, representation, agreement or promise on the part of any officer, employee or agent of the Lender, unless contained herein, forms any part of this contract or has induced the making thereof or shall be deemed in any way to affect the Undersigned liability hereunder.

6. No alteration or waiver of this Guarantee or any of its terms, provisions or conditions shall be binding on you unless made in writing over the signature of your duly authorized officers in that regard.
7. Until all Indebtedness hereby guaranteed has been paid in full the Undersigned shall not have any right of subrogation unless expressly given the Undersigned in writing by one of your duly authorized officers in that regard.
8. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or moneys received to any portion of the Indebtedness hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your controlled discretion see fit.
9. No change in the name, objects, share capital, business, membership, directorate powers, organization or management of the Borrower shall in any way affect the obligations of the Undersigned, either with respect to transactions occurring before or after any such change, it being understood that where the Borrower is a partnership or corporation this Guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Borrower notwithstanding any change or changes in the name or membership of the Borrower's firm, or in the name of the Corporate Borrower, and notwithstanding any reorganization of the Corporate Borrower, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.
10. Where the Borrower is a corporation or partnership or an entity, you shall not be concerned to see or inquire into the powers of the Borrower or its directors, partners or agents acting or purporting to act on its behalf, and Credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the Indebtedness hereby guaranteed even though the borrowing or obtaining of such Credit was irregularly, fraudulently, defectively or informally effected, or in excess of the powers of the Borrower or of the directors, partners or agents thereof. The Undersigned warrant and represent that it is fully authorized by law to execute this Guarantee of Credit to be granted to the Borrower.
11. The statement in writing of any of your authorized officers from time to time of the Indebtedness of the Borrower to you and covered by this Guarantee shall be received as prima facie evidence as against the Undersigned that such amount is at such time so due and payable to you and is covered hereby.
12. All indebtedness, present and future, of the Borrower to the Undersigned is hereby assigned to you and postponed to the present and future Indebtedness of the Borrower to you and all moneys received from the Borrower or for his account by the Undersigned shall be received in trust for you, and forthwith upon receipt, paid over to you until the Borrower's Indebtedness to you is fully paid and satisfied, all without prejudice to you and without in any way limiting or lessening the liability of the undersigned to you under this Guarantee, If the Borrower is a partnership of which the Undersigned are members, the Undersigned will not without the prior written consent of one of your duly authorized officers withdraw any capital of the Undersigned invested with the Borrower.
13. Upon the bankruptcy or winding up or other distribution of assets of the Borrower or any surety or Undersigned of any Indebtedness of the Borrower to you, your rights shall not be affected or impaired by your omission to prove your claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting the Undersigned liability to you and until all Indebtedness of the Borrower to you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the Undersigned to you under this Guarantee and to prove and rank for such sums paid by the Undersigned and to receive the full amount of all dividends in respect thereto being hereby assigned and transferred to you. The Undersigned shall not be released from liability if recovery from the Borrower, any other Undersigned or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

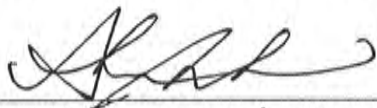
14. The Undersigned will file all claims against the Borrower in any bankruptcy or other proceeding in which the filing of claims is required by law upon any Indebtedness of the Borrower to the Undersigned and will assign to you all of the Undersigned rights thereunder. If the Undersigned do not file any such claim, you, as attorney in fact of the Undersigned, are hereby authorized to do so in the name of the Undersigned or in your discretion to assign the claim to and cause proof of claim to be filed in the name of your nominee. In all such cases, whether in administration, bankruptcy, or otherwise, the person or persons authorized to pay such claim shall pay to you the full amount payable on the claim in the proceeding before making any payment to the Undersigned, and to the full extent necessary for that purpose the Undersigned hereby assign to you all the Undersigned right to any payments or distributions to which the Undersigned otherwise would be entitled. If the amount so paid is greater than the guaranteed obligations then outstanding, you will pay the amount of the excess to the party entitled thereto.
15. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the Undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law and, without restricting the generality of the foregoing, if you hold one or more guarantees executed by the Undersigned relating to Credit extended to the Borrower by you, the amount of the Undersigned liability imposed by such other guarantee or guarantees shall be added to the amount of the Undersigned liability imposed by the provisions hereof and the resulting total shall be the amount of the Undersigned liability.
16. The Undersigned shall pay to you on demand (in addition to all debts and liabilities of the Borrower hereby guaranteed) all costs, charges and expenses (including without limitation, lawyer's fees as between solicitor and client) incurred by you for the preparation, execution and perfection and enforcement of this Guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each such costs, charges and expenses until payment by the undersigned hereunder.
17. In case of default you may maintain an action upon this Guarantee whether or not the Borrower is joined therein or separate action is brought against the Borrower or judgment obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned or by any number of successive actions until and unless all Indebtedness hereby guaranteed has been paid and the undersigned's obligations hereunder have been fully performed.
18. If any provision of this Guarantee is determined in any proceeding by a Court of Jurisdiction to be invalid or to be wholly or partially enforceable, the provision shall, for the purposes of such a proceeding, be severed from this Guarantee at the Lender's option and shall be treated as not forming a part hereof and all the remaining provisions of this Guarantee shall remain in full force and shall be unaffected thereby.
19. Any notice or demand which you may wish to give may be served on the undersigned either personally or on his legal personal representative or in the case of a corporation on an officer of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed.
20. This Guarantee shall be construed in accordance with the laws of the Province of Ontario and in any action thereon the undersigned shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them.
21. Any word herein contained importing the singular number shall include the plural and any word importing the masculine gender shall include the feminine gender and any word importing a person shall include a corporation, partnership, firm and any entity.
22. In the event of your making a demand upon the undersigned or any or all of the undersigned upon this Guarantee each of the undersigned shall be held and bound to you directly as principal debtor in respect of the payment of the amounts hereby guaranteed and if there be more than one undersigned then liability hereunder shall be joint and several.
23. The undersigned covenant and agree to perform all such obligations referred to in the Security Documents which are the obligation of the undersigned to perform.

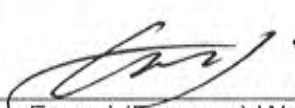
24. This Guarantee and Postponement of Claim on the part of the undersigned shall extend to and ensure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned and their executors, administrators, legal person representatives, successors and assigns.

[signing page follows]

[Guarantee]

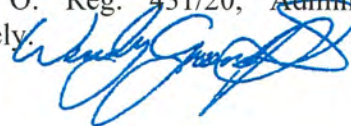
DATED this 8<sup>th</sup> day of March, 2022.

  
\_\_\_\_\_  
Witness: Shanna Mackinnon

  
\_\_\_\_\_  
Name: Fangxi (Fansey) Wang

**TAB H**

This is Exhibit "H" 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**

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

yyyy mm dd Page 1 of 3

**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  
 Attention: Mr. Fansay Wang

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

This is the firm name of the Partnership/Limited Partnership.

**Chargee(s)***Capacity**Share*

*Name* BERKLEY INSURANCE COMPANY  
*Address for Service* 145 King Street West, Suite 1000  
 Toronto, Ontario M5H 1J8

**Statements**

Berkley Insurance Company, 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 Corporation of the City of Richmond Hill has consented to the registration of this document. See Schedules

**Provisions**

*Principal* \$10,440,000.00 *Currency* CDN  
*Calculation Period*  
*Balance Due Date*  
*Interest Rate*  
*Payments*  
*Interest Adjustment Date*  
*Payment Date*  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 202011  
*Insurance Amount* Full insurable value  
*Guarantor*

**Signed By**

Rejean David Theriault

135 Queens Plate Drive Suite 600 acting for  
 Etobicoke Chargor(s)  
 M9W 6V7

Signed 2022 03 15

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

**Signed By**

Tel 416-746-4710

Fax 416-746-8319

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

**Submitted By**

Loopstra Nixon LLP

135 Queens Plate Drive Suite 600

2022 03 15

Etobicoke

M9W 6V7

Tel 416-746-4710

Fax 416-746-8319

**Fees/Taxes/Payment**

Statutory Registration Fee \$66.30

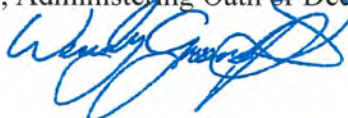
Total Paid \$66.30

**File Number**

Chargor Client File Number : 24535-0095

# TAB I

This is Exhibit "I" 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.



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*Commissioner for Taking Affidavits (or as may be)*

**WENDY GREENSPOON-SOER**

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

yyyy mm dd Page 1 of 1

**Properties**

*PIN* 03208 - 3229 LT  
*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; CITY OF RICHMOND HILL  
*Address* RICHMOND HILL

*PIN* 03208 - 3230 LT  
*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 YR2817498; CITY OF RICHMOND HILL  
*Address* RICHMOND HILL

**Source Instruments**

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
YR3394837	2022 03 15	Charge By Partnership

**Party From(s)**

*Name* BERKLEY INSURANCE COMPANY  
*Address for Service* 145 King Street West, Suite 1000  
 Toronto, Ontario M5H 1J8

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.

**Party To(s)**

<i>Name</i>	<i>Capacity</i>	<i>Share</i>
WPC GP I INC.	General Partner	

*Address for Service* 28 Hazelton Avenue, Suite 1000  
 Toronto, Ontario M5R 2E2

I am a general partner, the firm name of the Limited Partnership is Windsor Private Capital Limited Partnership.

**Statements**

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number YR3573855 registered on 2023/07/14

This document relates to registration number(s) YR3394837 and YR3573855

The registration of this document is not prohibited by registration YR2817501 registered on 2018/04/18.

**Signed By**

Razvan-Laurentiu Nicolae	4881 Yonge Street, 8th Floor Toronto M2N 5X3	acting for Party From(s)	Signed	2023 07 14
--------------------------	--	-----------------------------	--------	------------

Tel 416-250-5800

Fax 416-250-5300

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

**Submitted By**

HARRIS, SHEAFFER LLP	4881 Yonge Street, 8th Floor Toronto M2N 5X3	2023 07 14
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Tel 416-250-5800

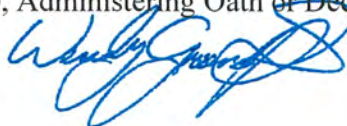
Fax 416-250-5300

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$69.00
<i>Total Paid</i>	\$69.00

**TAB J**

This is Exhibit "J" 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.



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*Commissioner for Taking Affidavits (or as may be)*

**WENDY GREENSPOON-SOER**

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

yyyy mm dd Page 1 of 11

**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* IDEAL (JS) DEVELOPMENTS INC.  
*Address for Service* 1100 Rodick Road, Markham, Ontario  
 L3R 8C3

I, Shajiraj Nadarajalingam, Authorized Signing Officer, have the authority to bind the corporation.  
 This document is not authorized under Power of Attorney by this party.

**Chargee(s)***Capacity**Share*

*Name* DRAGON HOLDING GLOBAL REAL ESTATE FUNDS  
 SPC  
*Address for Service* The offices of Portcullis (Cayman) Ltd  
 The Grand Pavilion Commercial Centre Oleander Way, 802  
 West Bay Road  
 P.O. Box 32052, Grand Cayman KY1-1208, Cayman Islands

**Statements**

Schedule: See Schedules

Dragon Holding Global Real Estate Funds SPC, 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 of The Corporation of the City of Richmond Hill has been obtained for the registration of this document.

**Provisions**

*Principal* \$11,000,000.00 *Currency* US  
*Calculation Period* See Schedule  
*Balance Due Date* See Schedule  
*Interest Rate* See Schedule  
*Payments*  
*Interest Adjustment Date*  
*Payment Date* See Schedule  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 200033  
*Insurance Amount* See standard charge terms  
*Guarantor* Ideal Developments Inc. and Shajiraj Nadarajalingam

**Signed By**

Rachel Lynn Loizos 333 Bay Street, Suite 2400, Bay acting for Signed 2020 01 20  
 Adelaide Centre Chargor(s)  
 Toronto  
 M5H 2T6

Tel 416-366-8381

Fax 416-364-7813

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

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

**Submitted By**

FASKEN MARTINEAU DUMOULIN LLP 333 Bay Street, Suite 2400, Bay Adelaide Centre Toronto M5H 2T6 2020 01 22

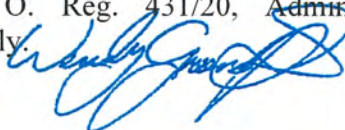
Tel 416-366-8381  
Fax 416-364-7813

**Fees/Taxes/Payment**

Statutory Registration Fee \$65.05  
Total Paid \$65.05

# TAB K

This is Exhibit "K" 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.



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*Commissioner for Taking Affidavits (or as may be)*

**WENDY GREENSPOON-SOER**

LRO # 65 **Postponement Of Interest**

Registered as YR3573875 on 2023 07 14 at 14:01

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

yyyy mm dd Page 1 of 2

**Properties**

**PIN** 03208 - 3229 LT  
**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; CITY OF RICHMOND HILL  
**Address** RICHMOND HILL

**PIN** 03208 - 3230 LT  
**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 YR2817498; CITY OF RICHMOND HILL  
**Address** RICHMOND HILL

**Source Instruments**

Registration No.	Date	Type of Instrument
YR3059206	2020 01 22	Charge/Mortgage

**Party From(s)**

**Name** DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC  
**Address for Service** The officer of Portcullis (Cayman) Ltd,  
The Grand Pavilion Commercial Centre  
Oleander Way, 802  
West Bay Road P.O. Box 32052  
Grand Cayman KY1-1208  
Cayman Islands

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.

**Party To(s)**

Name	Capacity	Share
WPC GP I INC.	General Partner	

**Address for Service** 28 Hazelton Avenue, Suite 1000  
Toronto, Ontario M5R 2E2

I am a general partner, the firm name of the Limited Partnership is Windsor Private Capital Limited Partnership.

**Statements**

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number YR3573855 registered on 2023/07/14

Schedule: The applicant further postpones its right under Instrument No. YR3059207 (Notice of Assignment of Rents - General) to the rights under a Charge registered on July 14, 2023 as Instrument No. YR3573855.

This document relates to registration number(s) YR3059206, YR3059207 and YR3573855

The registration of this document is not prohibited by registration YR2817501 registered on 2018/04/18.

**Signed By**

Razvan-Laurentiu Nicolae	4881 Yonge Street, 8th Floor Toronto M2N 5X3	acting for Party From(s)	Signed	2023 07 14
--------------------------	--	-----------------------------	--------	------------

Tel 416-250-5800

Fax 416-250-5300

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

**Submitted By**

HARRIS, SHEAFFER LLP	4881 Yonge Street, 8th Floor Toronto M2N 5X3	2023 07 14
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Tel 416-250-5800

Fax 416-250-5300

**Fees/Taxes/Payment**

Statutory Registration Fee	\$69.00
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LRO # 65 Postponement Of Interest

Registered as YR3573875 on 2023 07 14 at 14:01

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

yyyy mm dd Page 2 of 2

<b>Fees/Taxes/Payment</b>
---------------------------

Total Paid

\$69.00

**Properties**

**PIN** 03208 - 3229 LT  
**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  
**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

**Source Instruments**

Registration No.	Date	Type of Instrument
YR3059206	2020 01 22	Charge/Mortgage

**Party From(s)**

**Name** DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC  
**Address for Service** The offices of Portcullis (Cayman) Ltd  
 The Grand Pavilion Commercial Centre  
 Oleander Way, 802  
 West Bay Road  
 P.O. Box 32052, Grand Cayman  
 KY1-1208, Cayman Islands

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.

**Party To(s)****Capacity****Share**

**Name** CAMERON STEPHENS MORTGAGE CAPITAL LTD.  
**Address for Service** 25 Adelaide Street East, Suite 600  
 Toronto, Ontario, M5C 3A1

**Statements**

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number YR3391499 registered on 2022/03/08

Schedule: The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number YR3391500.

This document relates to registration number(s)YR3059206

The registration of this document is not prohibited by registration YR2817501 registered on 2018/04/18.

**Signed By**

David Mathew Markowitz 1000-120 Adelaide St. W. acting for Signed 2022 03 08  
 Toronto Party From(s)  
 M5H 3V1

Tel 416-363-2211

Fax 416-363-0645

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

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

**File Number**

Party To Client File Number :

43768 DM



**Properties**

PIN 03208 - 3229 LT  
 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  
 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

**Source Instruments**

Registration No.	Date	Type of Instrument
YR3059206	2020 01 22	Charge/Mortgage

**Party From(s)**

Name DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC  
 Address for Service The offices of Portcullis (Cayman) Ltd.  
 The Grand Pavilion Commercial Centre  
 Oleander Way, 802  
 West Bay Road P.O. Box 32052,  
 Grand Cayman KY1-1208, Cayman  
 Islands

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.

**Party To(s)**

Capacity

Share

Name BERKLEY INSURANCE COMPANY  
 Address for Service 145 King Street West, Suite 1000  
 Toronto, Ontario M5H 1J8

**Statements**

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number YR3394837 registered on 2022/03/15

Schedule: The Application further postpones the rights under the selected instrument to the rights under a Notice of Assignment of Rents - General registered as Instrument No. YR3059207 on 2020/01/22.

This document relates to registration number(s) YR3059206 and YR3059207

The registration of this document is not prohibited by registration YR2817501 registered on 2018/04/18.

**Signed By**

Rejean David Theriault 135 Queens Plate Drive Suite 600 acting for Signed 2022 03 15  
 Etobicoke Party From(s)  
 M9W 6V7

Tel 416-746-4710

Fax 416-746-8319

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

**Submitted By**

Loopstra Nixon LLP 135 Queens Plate Drive Suite 600 2022 03 15  
 Etobicoke  
 M9W 6V7

Tel 416-746-4710

Fax 416-746-8319

**Fees/Taxes/Payment**

Statutory Registration Fee	\$66.30
Total Paid	\$66.30

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

**File Number**

Party From Client File Number : 24535-0095

# TAB L

This is Exhibit "L" 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**

**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 M9W 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 M9W 3V8

This is the firm name of the Partnership/Limited Partnership.

<b>Chargee(s)</b>	<b>Capacity</b>	<b>Share</b>
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<i>Name</i> WPC GP I INC.	General Partner	
<i>Address for Service</i> 28 Hazelton Avenue, Suite 200 Toronto, Ontario M5R 2E2		

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner, the firm name of the Limited Partnership is WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP.

**Statements**

WPC GP I INC. as General Partner on behalf of WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP, 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 City of Richmond Hill has been obtained for the registration of this document.

**Provisions**

*Principal* \$5,000,000.00 *Currency* CDN  
*Calculation Period* interest only, not in advance  
*Balance Due Date* 2024/08/01  
*Interest Rate* 13.500%  
*Payments*  
*Interest Adjustment Date* 2023 08 01  
*Payment Date* 1st day of each and every month throughout the term  
*First Payment Date* 2023 09 01  
*Last Payment Date* 2024 08 01  
*Standard Charge Terms* 200033  
*Insurance Amount* Full insurable value  
*Guarantor* Fangxi Fansey Wang

**Additional Provisions**

See Schedules

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

yyyy mm dd Page 2 of 8

**Signed By**

Razvan-Laurentiu Nicolae	4881 Yonge Street, 8th Floor Toronto M2N 5X3	acting for Chargor(s)	First Signed	2023 07 14
--------------------------	--	--------------------------	-----------------	------------

Tel 416-250-5800

Fax 416-250-5300

Razvan-Laurentiu Nicolae	4881 Yonge Street, 8th Floor Toronto M2N 5X3	acting for Chargor(s)	Last Signed	2023 07 20
--------------------------	--	--------------------------	----------------	------------

Tel 416-250-5800

Fax 416-250-5300

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

**Submitted By**

HARRIS, SHEAFFER LLP	4881 Yonge Street, 8th Floor Toronto M2N 5X3			2023 07 20
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Tel 416-250-5800

Fax 416-250-5300

**Fees/Taxes/Payment**

Statutory Registration Fee \$69.00

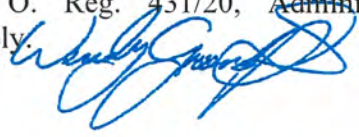
Total Paid \$69.00

**File Number**

Chargee Client File Number : 230460 MJB/DC/AK

# TAB M

This is Exhibit "M" 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**

# Enquiry Result

File Currency: 30NOV 2023

Show All Pages

**Note: All pages have been returned.**

Type of Search	Business Debtor								
Search Conducted On	2011836 ONTARIO CORP.								
File Currency	30NOV 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	500254641	1	3	1	12	14NOV 2024			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
500254641		001	9		20231114 1033 9229 0608	P PPSA	01		
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	JEFFERSON PROPERTIES LIMITED PARTNERSHIP								
	Address			City	Province	Postal Code			
	300 - 8000 JANE STREET, TOWER B			CONCORD	ON	L4K 3W4			
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	2011836 ONTARIO CORP.								
	Address			City	Province	Postal Code			
	300 - 8000 JANE STREET			CONCORD	ON	L4K 3W4			
Secured Party	Secured Party / Lien Claimant								
	THE BRICK WAREHOUSE LP								
	Address			City	Province	Postal Code			
	16930 114 AVENUE NW			EDMONTON	AB	T5M 3S2			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X				
Motor Vehicle Description	Year	Make		Model		V.I.N.			
General Collateral Description	General Collateral Description								
	PURCHASE MONEY SECURITY INTEREST PMSI REGISTRATION FOR VALUE RECEIVED, JEFFERSON PROPERTIES LIMITED PARTNERSHIP AND 2011836 ONTARIO CORP., GRANT TO THE BRICK A PURCHASE MONEY SECURITY INTEREST								

	Address	City	Province	Postal Code
	250-2300 STEELES AVENUE WEST	VAUGHAN	ON	L4R 5X6

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	2011836 ONTARIO CORP.						
File Currency	30NOV 2023						

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
500254641	1	3	2	12	14NOV 2024	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
500254641		002	9		20231114 1033 9229 0608		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
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Business Debtor	Business Debtor Name	Ontario Corporation Number
	Address	City
	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
-------------------	---------------	------------------	---------	---------

Business Debtor	Business Debtor Name	Ontario Corporation Number
	Address	City
	Province	Postal Code

Secured Party	Secured Party / Lien Claimant
	Address
	City
	Province
	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	IN ALL INVENTORY AND ALL EQUIPMENT AND OTHER TANGIBLE PERSONAL PROPERTY PURCHASED ACQUIRED OR OTHERWISE OBTAINED FROM THE SECURED PARTY AND ALL PROCEEDS THEREFROM TOGETHER WITH SUBSTITUTIONS OR

Registering Agent	Registering Agent
	Address
	City
	Province
	Postal Code

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	2011836 ONTARIO CORP.								
File Currency	30NOV 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	500254641	1	3	3	12	14NOV 2024			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
500254641		003	9		20231114 1033 9229 0608				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description REPLACEMENTS THEREOF. THIS AGREEMENT INCLUDES 39 30IN FRIDGE FRIGIDAIRE TOP MOUNT FREEZER STAINLESS STEEL ITEM# FFHT1835VS, 39 30IN RANGE FRIGIDAIRE STAINLESS STEEL ITEM# FCRE305CAS, 39 24IN								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

Type of Search Business Debtor  
 Search Conducted On 2011836 ONTARIO CORP.  
 File Currency 30NOV 2023

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
500254641	1	3	4	12	14NOV 2024	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
500254641		004	9		20231114 1033 9229 0608		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	Address		City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	Address		City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant				
	Address		City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	DISHWASHER FRIGIDAIRE STAINLESS STEEL ITEM# FFCD2418US, 43 30IN HOOD BROAN STAINLESS STEEL ITEM# 30IN HOOD BROAN STAINLESS STEEL, 39 27IN WASHER ELECTROLUX FRONT LOADER WHITE ITEM# ELFW7337AW, 39 27IN DRYER

Registering Agent	Registering Agent				
	Address		City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	2011836 ONTARIO CORP.							195	
File Currency	30NOV 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	500254641	1	3	5	12	14NOV 2024			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
500254641		005	9		20231114 1033 9229 0608				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description ELECTROLUX DRYER WHITE ITEM # ELFE733CA, 96 STACKING KIT ITEM# STACKIT7X, 96 INSTALLATION DW ITEM# INSTALDW, 96 INSTALLATION LAUNDRY ITEM# INSTALWD, 53 30IN HOOD CYCLONE STAINLESS STEEL ITEM#								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	2011836 ONTARIO CORP.						
File Currency	30NOV 2023						

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
500254641	1	3	6	12	14NOV 2024	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
500254641		006	9		20231114 1033 9229 0608		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
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Business Debtor	Business Debtor Name	Ontario Corporation Number
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Address	City	Province	Postal Code
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Individual Debtor	Date of Birth	First Given Name	Initial	Surname
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Business Debtor	Business Debtor Name	Ontario Corporation Number
-----------------	----------------------	----------------------------

Address	City	Province	Postal Code
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Secured Party	Secured Party / Lien Claimant
---------------	-------------------------------

Address	City	Province	Postal Code
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Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description CY917R30SS, 53 36IN FRIDGE LG STAINLESS STEEL ITEM# LRSXS2706V, 4 30IN FRIDGE LG STAINLESS STEEL ITEM# LTCS20020S, 57 30IN RANGE LG ITEM# LREL6321S, 57 27IN LG FRONT LOADER WASHER WHITE ITEM# WM3450CW,
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Registering Agent	Registering Agent
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Address	City	Province	Postal Code
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CONTINUED

Type of Search	Business Debtor
Search Conducted On	2011836 ONTARIO CORP.
File Currency	30NOV 2023

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
500254641	1	3	7	12	14NOV 2024	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
500254641		007	9		20231114 1033 9229 0608		

<b>Individual Debtor</b>	Date of Birth	First Given Name	Initial	Surname
<b>Business Debtor</b>	Business Debtor Name			Ontario Corporation Number
	Address		City	Province Postal Code

<b>Individual Debtor</b>	Date of Birth	First Given Name	Initial	Surname
<b>Business Debtor</b>	Business Debtor Name			Ontario Corporation Number
	Address		City	Province Postal Code

<b>Secured Party</b>	Secured Party / Lien Claimant			
	Address		City	Province Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

<b>Motor Vehicle Description</b>	Year	Make	Model	V.I.N.

<b>General Collateral Description</b>	<b>General Collateral Description</b>
	57 27IN LG DRYER WHITE ITEM# DLE3450W, 57 LG STACKING KIT ITEM# KBDR4000, 57 27IN DISHWASHER LG STAINLESS STEEL ITEM# LDFC22423V AND ALL ASSOCIATED PARTS AND ACCESSORIES AS SUPPLIED FROM THE BRICK

<b>Registering Agent</b>	Registering Agent			
	Address		City	Province Postal Code

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	2011836 ONTARIO CORP.								
File Currency	30NOV 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	500254641	1	3	8	12	14NOV 2024			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
500254641		008	9		20231114 1033 9229 0608				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description PRODUCT LINE FROM TIME TO TIME (THE COLLATERAL)? TOGETHER WITH ALL ADDITIONS, TRADE INS, OR ACCESSORIES THERETO AND ANY SUBSTITUTIONS OR REPLACEMENTS THEREOF AS PER THE AGREEMENT BETWEEN THE PARTIES.								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

Type of Search	Business Debtor
Search Conducted On	2011836 ONTARIO CORP.
File Currency	30NOV 2023

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
500254641	1	3	9	12	14NOV 2024	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
500254641		009	9		20231114 1033 9229 0608		

<b>Individual Debtor</b>	Date of Birth	First Given Name	Initial	Surname
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<b>Business Debtor</b>	Business Debtor Name			Ontario Corporation Number
	Address		City	Province Postal Code

<b>Individual Debtor</b>	Date of Birth	First Given Name	Initial	Surname
--------------------------	---------------	------------------	---------	---------

<b>Business Debtor</b>	Business Debtor Name			Ontario Corporation Number
	Address		City	Province Postal Code

<b>Secured Party</b>	Secured Party / Lien Claimant			
	Address		City	Province Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

<b>Motor Vehicle Description</b>	Year	Make	Model	V.I.N.

<b>General Collateral Description</b>	<b>General Collateral Description</b>
	SECURED AMOUNT \$454,000.00, INCLUDES HST.

<b>Registering Agent</b>	Registering Agent			
	Address		City	Province Postal Code

END OF FAMILY

Type of Search Business Debtor  
 Search Conducted On 2011836 ONTARIO CORP. 200  
 File Currency 30NOV 2023

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
780695982	2	3	10	12	28FEB 2031	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
780695982		001	1		20220228 1327 1590 0114	P PPSA	5

**Individual Debtor** Date of Birth First Given Name Initial Surname

**Business Debtor** Business Debtor Name Ontario Corporation Number  
 JEFFERSON PROPERTIES LIMITED PARTNERSHIP  
 Address City Province Postal Code  
 980 YONGE STREET, SUITE 1001 TORONTO ON M4W 3V8

**Individual Debtor** Date of Birth First Given Name Initial Surname

**Business Debtor** Business Debtor Name Ontario Corporation Number  
 2011836 ONTARIO CORP. 2011836  
 Address City Province Postal Code  
 980 YONGE STREET, SUITE 1001 TORONTO ON M4W 3V8

**Secured Party** Secured Party / Lien Claimant  
 CAMERON STEPHENS MORTGAGE CAPITAL LTD.  
 Address City Province Postal Code  
 25 ADELAIDE STREET EAST, SUITE 600 TORONTO ON M5C 3A1

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			

**Motor Vehicle Description** Year Make Model V.I.N.

**General Collateral Description** General Collateral Description

**Registering Agent** Registering Agent  
 SCHNEIDER RUGGIERO SPENCER MILBURN LLP (43768 DM/SZ)  
 Address City Province Postal Code  
 1000-120 ADELAIDE STREET WEST TORONTO ON M5H 3V1

CONTINUED

Type of Search Business Debtor  
 Search Conducted On 2011836 ONTARIO CORP.  
 File Currency 30NOV 2023

File Number	Family	of Families	Page	of Pages
780695982	2	3	11	12

**FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT**

Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
	01	001		20230320 1454 1590 5418	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	780695982			B RENEWAL	4	

Reference Debtor/ Transferor First Given Name Initial Surname

Business Debtor Name  
 JEFFERSON PROPERTIES LIMITED PARTNERSHIP

Other Change Other Change

Reason / Description Reason / Description

Debtor/ Transferee Date of Birth First Given Name Initial Surname

Business Debtor Name Ontario Corporation Number  
 Address City Province Postal Code

Assignor Name Assignor Name

Secured Party Secured party, lien claimant, assignee

Address City Province Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description Year Make Model V.I.N.

General Collateral Description General Collateral Description

Registering Agent Registering Agent or Secured Party/ Lien Claimant  
 SCHNEIDER BUCCHIERO SPENCER MILBURN LLP

	1000-120 ADELAIDE STREET WEST	TORONTO	ON	<b>Code</b> M5H 3V1
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202

END OF FAMILY

Type of Search	Business Debtor						203
Search Conducted On	2011836 ONTARIO CORP.						
File Currency	30NOV 2023						

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
795208158	3	3	12	12	12JUL 2026	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
795208158		001	1		20230712 1734 1590 1918	P PPSA	3

<b>Individual Debtor</b>	Date of Birth	First Given Name	Initial	Surname
--------------------------	---------------	------------------	---------	---------

<b>Business Debtor</b>	Business Debtor Name				Ontario Corporation Number
	JEFFERSON PROPERTIES LIMITED PARTNRSHP				
	Address		City	Province	Postal Code
	980 YONGE STREET, SUITE 1001		TORONTO	ON	M4W 3V8

<b>Individual Debtor</b>	Date of Birth	First Given Name	Initial	Surname
--------------------------	---------------	------------------	---------	---------

<b>Business Debtor</b>	Business Debtor Name				Ontario Corporation Number
	2011836 ONTARIO CORP.				
	Address		City	Province	Postal Code
	980 YONGE STREET, SUITE 1001		TORONTO	ON	M4W 3V8

<b>Secured Party</b>	Secured Party / Lien Claimant				
	WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP				
	Address		City	Province	Postal Code
	28 HAZELTON AVENUE, SUITE 200		TORONTO	ON	M5R 2E2

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			X

<b>Motor Vehicle Description</b>	Year	Make	Model	V.I.N.


<b>General Collateral Description</b>	General Collateral Description


<b>Registering Agent</b>	Registering Agent				
	HARRIS, SHEAFFER LLP MJB/DC 230460				
	Address		City	Province	Postal Code
	610-4100 YONGE STREET		TORONTO	ON	M2P 2B5

LAST PAGE

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# Enquiry Result

File Currency: 30NOV 2023

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All Pages ▶ ▶

Show All Pages

**Note: All pages have been returned.**

<b>Type of Search</b>		Business Debtor							
<b>Search Conducted On</b>		JEFFERSON PROPERTIES LIMITED PARTNERSHIP							
<b>File Currency</b>		30NOV 2023							
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	500254641	1	5	1	16	14NOV 2024			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
500254641		001	9		20231114 1033 9229 0608	P PPSA	01		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	JEFFERSON PROPERTIES LIMITED PARTNERSHIP								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	300 - 8000 JANE STREET, TOWER B				CONCORD	ON	L4K 3W4		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	2011836 ONTARIO CORP.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	300 - 8000 JANE STREET				CONCORD	ON	L4K 3W4		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	THE BRICK WAREHOUSE LP								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	16930 114 AVENUE NW				EDMONTON	AB	T5M 3S2		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X				
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>		<b>V.I.N.</b>		
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
	PURCHASE MONEY SECURITY INTEREST PMSI REGISTRATION FOR VALUE RECEIVED, JEFFERSON PROPERTIES LIMITED PARTNERSHIP AND 2011836 ONTARIO CORP., GRANT TO THE BRICK A PURCHASE MONEY SECURITY INTEREST								

	Address	City	Province	Postal Code
	250-2300 STEELES AVENUE WEST	VAUGHAN	ON	L4R 5X6

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CONTINUED

Type of Search	Business Debtor						
Search Conducted On	JEFFERSON PROPERTIES LIMITED PARTNERSHIP						
File Currency	30NOV 2023						

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
500254641	1	5	2	16	14NOV 2024	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
500254641		002	9		20231114 1033 9229 0608		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
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Business Debtor	Business Debtor Name				Ontario Corporation Number
	Address		City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
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Business Debtor	Business Debtor Name				Ontario Corporation Number
	Address		City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant				
	Address		City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.
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General Collateral Description	General Collateral Description								
	IN ALL INVENTORY AND ALL EQUIPMENT AND OTHER TANGIBLE PERSONAL PROPERTY PURCHASED ACQUIRED OR OTHERWISE OBTAINED FROM THE SECURED PARTY AND ALL PROCEEDS THEREFROM TOGETHER WITH SUBSTITUTIONS OR								

Registering Agent	Registering Agent				
	Address		City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	JEFFERSON PROPERTIES LIMITED PARTNERSHIP						
File Currency	30NOV 2023						

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
500254641	1	5	3	16	14NOV 2024	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
500254641		003	9		20231114 1033 9229 0608		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
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Business Debtor	Business Debtor Name	Ontario Corporation Number
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Address	City	Province	Postal Code
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Individual Debtor	Date of Birth	First Given Name	Initial	Surname
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Business Debtor	Business Debtor Name	Ontario Corporation Number
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Address	City	Province	Postal Code
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Secured Party	Secured Party / Lien Claimant
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Address	City	Province	Postal Code
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Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.
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General Collateral Description	General Collateral Description
	REPLACEMENTS THEREOF. THIS AGREEMENT INCLUDES 39 30IN FRIDGE FRIGIDAIRE TOP MOUNT FREEZER STAINLESS STEEL ITEM# FFHT1835VS, 39 30IN RANGE FRIGIDAIRE STAINLESS STEEL ITEM# FCRE305CAS, 39 24IN

Registering Agent	Registering Agent
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Address	City	Province	Postal Code
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CONTINUED

Type of Search	Business Debtor						
Search Conducted On	JEFFERSON PROPERTIES LIMITED PARTNERSHIP						
File Currency	30NOV 2023						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	500254641	1	5	4	16	14NOV 2024	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
500254641		004	9		20231114 1033 9229 0608		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	Address	City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	DISHWASHER FRIGIDAIRE STAINLESS STEEL ITEM# FFCD2418US, 43 30IN HOOD
	BROAN STAINLESS STEEL ITEM# 30IN HOOD BROAN STAINLESS STEEL, 39 27IN
	WASHER ELECTROLUX FRONT LOADER WHITE ITEM# ELFW7337AW, 39 27IN DRYER

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	JEFFERSON PROPERTIES LIMITED PARTNERSHIP						
File Currency	30NOV 2023						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	500254641	1	5	5	16	14NOV 2024	

### FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
500254641		005	9		20231114 1033 9229 0608		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address		City	Province Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address		City	Province Postal Code

Secured Party	Secured Party / Lien Claimant			
	Address		City	Province Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	ELECTROLUX DRYER WHITE ITEM # ELFE733CA, 96 STACKING KIT ITEM# STACKIT7X, 96 INSTALLATION DW ITEM# INSTALDW, 96 INSTALLATION LAUNDRY ITEM# INSTALWD, 53 30IN HOOD CYCLONE STAINLESS STEEL ITEM#

Registering Agent	Registering Agent			
	Address		City	Province Postal Code

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	JEFFERSON PROPERTIES LIMITED PARTNERSHIP								
File Currency	30NOV 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	500254641	1	5	6	16	14NOV 2024			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
500254641		006	9		20231114 1033 9229 0608				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description CY917R30SS, 53 36IN FRIDGE LG STAINLESS STEEL ITEM# LRSXS2706V, 4 30IN FRIDGE LG STAINLESS STEEL ITEM# LTCS20020S, 57 30IN RANGE LG ITEM# LREL6321S, 57 27IN LG FRONT LOADER WASHER WHITE ITEM# WM3450CW,								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	JEFFERSON PROPERTIES LIMITED PARTNERSHIP						213
File Currency	30NOV 2023						

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
500254641	1	5	7	16	14NOV 2024	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
500254641		007	9		20231114 1033 9229 0608		

<b>Individual Debtor</b>	Date of Birth	First Given Name	Initial	Surname
<b>Business Debtor</b>	Business Debtor Name			Ontario Corporation Number
	Address		City	Province Postal Code

<b>Individual Debtor</b>	Date of Birth	First Given Name	Initial	Surname
<b>Business Debtor</b>	Business Debtor Name			Ontario Corporation Number
	Address		City	Province Postal Code

<b>Secured Party</b>	Secured Party / Lien Claimant			
	Address		City	Province Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

<b>General Collateral Description</b>	<b>General Collateral Description</b>
	57 27IN LG DRYER WHITE ITEM# DLE3450W, 57 LG STACKING KIT ITEM# KBDR4000, 57 27IN DISHWASHER LG STAINLESS STEEL ITEM# LDFC22423V AND ALL ASSOCIATED PARTS AND ACCESSORIES AS SUPPLIED FROM THE BRICK

<b>Registering Agent</b>	Registering Agent			
	Address		City	Province Postal Code

CONTINUED

Type of Search Business Debtor  
 Search Conducted On JEFFERSON PROPERTIES LIMITED PARTNERSHIP  
 File Currency 30NOV 2023 214

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
500254641	1	5	8	16	14NOV 2024	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
500254641		008	9		20231114 1033 9229 0608		

**Individual Debtor**      Date of Birth      First Given Name      Initial      Surname

**Business Debtor**      Business Debtor Name      Ontario Corporation Number

Address      City      Province      Postal Code

**Individual Debtor**      Date of Birth      First Given Name      Initial      Surname

**Business Debtor**      Business Debtor Name      Ontario Corporation Number

Address      City      Province      Postal Code

**Secured Party**      Secured Party / Lien Claimant

Address      City      Province      Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

**Motor Vehicle Description**      Year      Make      Model      V.I.N.

**General Collateral Description**      General Collateral Description  
 PRODUCT LINE FROM TIME TO TIME (THE COLLATERAL)? TOGETHER WITH ALL ADDITIONS, TRADE INS, OR ACCESSORIES THERETO AND ANY SUBSTITUTIONS OR REPLACEMENTS THEREOF AS PER THE AGREEMENT BETWEEN THE PARTIES.

**Registering Agent**      Registering Agent

Address      City      Province      Postal Code

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	JEFFERSON PROPERTIES LIMITED PARTNERSHIP								
File Currency	30NOV 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	500254641	1	5	9	16	14NOV 2024			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
500254641		009	9		20231114 1033 9229 0608				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	SECURED AMOUNT \$454,000.00, INCLUDES HST.								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	JEFFERSON PROPERTIES LIMITED PARTNERSHIP								
File Currency	30NOV 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	780695982	2	5	10	16	28FEB 2031			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
780695982		001	1		20220228 1327 1590 0114	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	JEFFERSON PROPERTIES LIMITED PARTNERSHIP								
	Address			City	Province	Postal Code			
	980 YONGE STREET, SUITE 1001			TORONTO	ON	M4W 3V8			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	2011836 ONTARIO CORP.					2011836			
	Address			City	Province	Postal Code			
	980 YONGE STREET, SUITE 1001			TORONTO	ON	M4W 3V8			
Secured Party	Secured Party / Lien Claimant								
	CAMERON STEPHENS MORTGAGE CAPITAL LTD.								
	Address			City	Province	Postal Code			
	25 ADELAIDE STREET EAST, SUITE 600			TORONTO	ON	M5C 3A1			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	SCHNEIDER RUGGIERO SPENCER MILBURN LLP (43768 DM/SZ)								
	Address			City	Province	Postal Code			
	1000-120 ADELAIDE STREET WEST			TORONTO	ON	M5H 3V1			

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	JEFFERSON PROPERTIES LIMITED PARTNERSHIP				217
File Currency	30NOV 2023				
	File Number	Family	of Families	Page	of Pages
	780695982	2	5	11	16

**FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT**

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20230320 1454 1590 5418	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	780695982			B RENEWAL	4	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	JEFFERSON PROPERTIES LIMITED PARTNERSHIP		

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation Number
	Address		City	Province Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee			
	Address		City	Province Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	SCHNEIDER BROSCHERS SPENCER MILLER LLP

	1000-120 ADELAIDE STREET WEST	TORONTO	ON	<b>Code</b> M5H 3V1
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END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	JEFFERSON PROPERTIES LIMITED PARTNERSHIP						219		
File Currency	30NOV 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	781123716	3	5	12	16	15MAR 2032			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
781123716		001	3		20220315 1518 1590 2718	P PPSA	10		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	JEFFERSON PROPERTIES LIMITED PARTNERSHIP								
	Address			City	Province	Postal Code			
	980 YONGE STREET, SUITE 1001			TORONTO	ON	M4W 3V8			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	BERKLEY INSURANCE COMPANY								
	Address			City	Province	Postal Code			
	145 KING STREET WEST, SUITE 1000			TORONTO	ON	M5H 1J8			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	PURCHASERS' DEPOSITS AND MONIES PAID PURSUANT TO AGREEMENTS OF PURCHASE AND SALE AND INTEREST EARNED THEREON HELD IN ESCROW/TRUST PURSUANT TO A DEPOSIT TRUST AGREEMENT TOGETHER WITH ANY MONIES								
Registering Agent	Registering Agent								
	LOOPSTRA NIXON LLP / REXLAW/SJM								
	Address			City	Province	Postal Code			
	600-135 QUEENS PLATE DRIVE			ETOBICOKE	ON	M9W 6V7			

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	JEFFERSON PROPERTIES LIMITED PARTNERSHIP						220		
File Currency	30NOV 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	781123716	3	5	13	16	15MAR 2032			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
781123716		002	3		20220315 1518 1590 2718				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description RETAINED IN ESCROW FROM SUCH DEPOSITS AND INTEREST AS SECURITY FOR ANY BOND OR OTHER SECURITY PROVIDED TO THE SECURED PARTY FOR A PROJECT LOCATED AT 39 JEFFERSON SIDE ROAD, RICHMOND HILL, ONTARIO,								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	JEFFERSON PROPERTIES LIMITED PARTNERSHIP						221		
File Currency	30NOV 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	781123716	3	5	14	16	15MAR 2032			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
781123716		003	3		20220315 1518 1590 2718				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	KNOWN AS "RICHMOND HILL GRACE".								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	JEFFERSON PROPERTIES LIMITED PARTNERSHIP						222		
File Currency	30NOV 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	783188001	4	5	15	16	20MAY 2025			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
783188001		01	001		20220520 1001 1462 6685	P PPSA	3		
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	JEFFERSON PROPERTIES LIMITED PARTNERSHIP								
	Address			City	Province	Postal Code			
	980 YONGE STREET			TORONTO	ON	M4W3V8			
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
	05APR1970	FENGXI		F	WANG				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
	179 MARLBOROUGH STREET			BOSTON	US	K0H1W0			
Secured Party	Secured Party / Lien Claimant								
	KUBOTA CANADA LTD								
	Address			City	Province	Postal Code			
	1155 KUBOTA DRIVE			PICKERING	ON	L1X0H4			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X	X	38933		X
Motor Vehicle Description	Year	Make			Model	V.I.N.			
	2022	KUBOTA			#RTV-X1140	A5KD2GDBLNG050205			
General Collateral Description	General Collateral Description								
	2022 KUBOTA #RTV-X1140 A5KD2GDBLNG050205								
Registering Agent	Registering Agent								
	PPSA CANADA INC - (5156)								
	Address			City	Province	Postal Code			
	303-110 SHEPPARD AVE. E.			TORONTO	ON	M2N6Y8			

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	JEFFERSON PROPERTIES LIMITED PARTNERSHIP						
File Currency	30NOV 2023						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	796211001	5	5	16	16	15AUG 2026	

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**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
796211001		01	001		20230815 1002 1462 7024	P PPSA	3

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	JEFFERSON PROPERTIES LIMITED PARTNERSHIP			
	Address	City	Province	Postal Code
	980 YONGE STREET	TORONTO	ON	M4W3V8

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
	04MAY1970	FENGXI	F	WANG
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code
	179 MARLBOROUGH STREET	BOSTON	US	K0H1W0

Secured Party	Secured Party / Lien Claimant			
	KUBOTA CANADA LTD			
	Address	City	Province	Postal Code
	1155 KUBOTA DRIVE	PICKERING	ON	L1X0H4

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X	X	49128		X

Motor Vehicle Description	Year	Make	Model	V.I.N.
	2023	KUBOTA	!U17-HGS	KBCAZ24CTP3D58811

General Collateral Description	General Collateral Description
	2023 KUBOTA !U17-HGS KBCAZ24CTP3D58811

Registering Agent	Registering Agent			
	PPSA CANADA INC - (5156)			
	Address	City	Province	Postal Code
	303-110 SHEPPARD AVE. E.	TORONTO	ON	M2N6Y8

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## Enquiry Result

File Currency: 05DEC 2023







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Type of Search	Business Debtor								
Search Conducted On	1000162801 ONTARIO CORP.								
File Currency	05DEC 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	783369099	1	3	1	7	27MAY 2027			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
783369099		001	2		20220527 0925 1793 9543	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	1000162801 ONTARIO CORP.								
	Address				City	Province	Postal Code		
	26 BILBERMAR DRIVE				RICHMOND HILL	ON	L4S1B8		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	C & K MORTGAGE SERVICES INC.								
	Address				City	Province	Postal Code		
	1670 BAYVIEW AVENUE, SUITE 400				TORONTO	ON	M4G3C2		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			X
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
	GENERAL SECURITY AGREEMENT AND GENERAL ASSIGNMENT OF RENTS AND LEASES AND ASSIGNMENT OF CONSTRUCTION & SERVICING CONTRACTS IN CONNECTION WITH 8-18 BOSTWICK CRESCENT AND 2, 6 & 8 BOND CRESCENT,								

GARFINKLE, BIDERMAN LLP (KAG FILE NO. 2677-654)

	Address	City	Province	Postal Code
	1 ADELAIDE ST. EAST, SUITE 801	TORONTO	ON	M5C2V9

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CONTINUED

Type of Search	Business Debtor	
Search Conducted On	1000162801 ONTARIO CORP.	228
File Currency	05DEC 2023	

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
783369099	1	3	2	7	27MAY 2027	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
783369099		002	2		20220527 0925 1793 9543		

<b>Individual Debtor</b>	Date of Birth	First Given Name	Initial	Surname

<b>Business Debtor</b>	Business Debtor Name	Ontario Corporation Number		
	Address	City	Province	Postal Code

<b>Individual Debtor</b>	Date of Birth	First Given Name	Initial	Surname

<b>Business Debtor</b>	Business Debtor Name	Ontario Corporation Number		
	Address	City	Province	Postal Code

<b>Secured Party</b>	Secured Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

<b>Motor Vehicle Description</b>	Year	Make	Model	V.I.N.

<b>General Collateral Description</b>	General Collateral Description
	RICHMOND HILL

<b>Registering Agent</b>	Registering Agent			
	Address	City	Province	Postal Code

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	1000162801 ONTARIO CORP.						
File Currency	05DEC 2023						

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
797537322	2	3	3	7	26SEP 2028	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
797537322		01	002		20230926 1703 1462 7760	P PPSA	5

<b>Individual Debtor</b>	Date of Birth	First Given Name	Initial	Surname
--------------------------	---------------	------------------	---------	---------

<b>Business Debtor</b>	Business Debtor Name			Ontario Corporation Number	
	1000162801 ONTARIO CORP.				
	Address		City	Province	Postal Code
	8000 JANE STREET, B300		CONCORD	ON	L4K3W4

<b>Individual Debtor</b>	Date of Birth	First Given Name	Initial	Surname
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<b>Business Debtor</b>	Business Debtor Name			Ontario Corporation Number	
	Address		City	Province	Postal Code

<b>Secured Party</b>	Secured Party / Lien Claimant				
	CAMERON STEPHENS MORTGAGE CAPITAL LTD.				
	Address		City	Province	Postal Code
	1700-320 BAY STREET		TORONTO	ON	M5H4A6

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X				

<b>Motor Vehicle Description</b>	Year	Make	Model	V.I.N.

<b>General Collateral Description</b>	General Collateral Description
	GENERAL SECURITY AGREEMENT RELATING TO THAT PROPERTY DESCRIBED AS 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

<b>Registering Agent</b>	Registering Agent				
	GARFINKLE, BIDERMAN LLP (AWB/CJC - 6243-679)				
	Address		City	Province	Postal Code
	1 ADELAIDE ST. EAST, SUITE 801		TORONTO	ON	M5C2V9

CONTINUED

Type of Search	Business Debtor						230
Search Conducted On	1000162801 ONTARIO CORP.						
File Currency	05DEC 2023						

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
797537322	2	3	4	7	26SEP 2028	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
797537322		02	002		20230926 1703 1462 7760	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
-------------------	---------------	------------------	---------	---------

Business Debtor	Business Debtor Name	Ontario Corporation Number
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Address	City	Province	Postal Code
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Individual Debtor	Date of Birth	First Given Name	Initial	Surname
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Business Debtor	Business Debtor Name	Ontario Corporation Number
-----------------	----------------------	----------------------------

Address	City	Province	Postal Code
---------	------	----------	-------------

Secured Party	Secured Party / Lien Claimant
---------------	-------------------------------

Address	City	Province	Postal Code
---------	------	----------	-------------

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description R406345, CITY OF RICHMOND HILL, ONTARIO AND SUBORDINATION AND ASSIGNMENT RE JEFFERSON PROPERTIES LIMITED PARTNERSHIP AND 2011836 ONTARIO CORP. DEBT
--------------------------------	---

Registering Agent	Registering Agent GARFINKLE, BIDERMAN LLP (AWB/CJC - 6243-679)
-------------------	---

Address	City	Province	Postal Code
1 ADELAIDE ST. EAST, SUITE 801	TORONTO	ON	M5C2V9

END OF FAMILY

Type of Search	Business Debtor						231
Search Conducted On	1000162801 ONTARIO CORP.						
File Currency	05DEC 2023						

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
797890518	3	3	5	7	06OCT 2028	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
797890518		001	3		20231006 1318 1590 3792	P PPSA	5

<b>Individual Debtor</b>	Date of Birth	First Given Name	Initial	Surname

<b>Business Debtor</b>	Business Debtor Name	Ontario Corporation Number		
	1000162801 ONTARIO CORP.			
	Address	City	Province	Postal Code
	5 VERNHAM AVENUE	TORONTO	ON	M2L 2B1

<b>Individual Debtor</b>	Date of Birth	First Given Name	Initial	Surname

<b>Business Debtor</b>	Business Debtor Name	Ontario Corporation Number		
	Address	City	Province	Postal Code

<b>Secured Party</b>	Secured Party / Lien Claimant			
	WPC GP I INC.			
	Address	City	Province	Postal Code
	31 OAKLAND AVENUE	TORONTO	ON	M4V 0A9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X				X

<b>Motor Vehicle Description</b>	Year	Make	Model	V.I.N.

<b>General Collateral Description</b>	General Collateral Description
	GUARANTEE AND POSTPONEMENT OF CLAIM RELATING TO THE INDEBTEDNESS OF JEFFERSON PROPERTIES LIMITED PARTNERSHIP TO THE SECURED PARTY AND GENERAL SECURITY AGREEMENT WITH RESPECT TO THE PROPERTY AND PROCEEDS

<b>Registering Agent</b>	Registering Agent			
	HARRIS, SHEAFFER LLP MJB/DC 230460			
	Address	City	Province	Postal Code
	YONGE SHEPPARD CENTRE 4881 YONGE STREET,	TORONTO	ON	M2N 5X3

CONTINUED

Type of Search	Business Debtor	
Search Conducted On	1000162801 ONTARIO CORP.	232
File Currency	05DEC 2023	

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
797890518	3	3	6	7	06OCT 2028	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
797890518		002	3		20231006 1318 1590 3792		

<b>Individual Debtor</b>	Date of Birth	First Given Name	Initial	Surname
--------------------------	---------------	------------------	---------	---------

<b>Business Debtor</b>	Business Debtor Name	Ontario Corporation Number
------------------------	----------------------	----------------------------

Address	City	Province	Postal Code
---------	------	----------	-------------

<b>Individual Debtor</b>	Date of Birth	First Given Name	Initial	Surname
--------------------------	---------------	------------------	---------	---------

<b>Business Debtor</b>	Business Debtor Name	Ontario Corporation Number
------------------------	----------------------	----------------------------

Address	City	Province	Postal Code
---------	------	----------	-------------

<b>Secured Party</b>	Secured Party / Lien Claimant
----------------------	-------------------------------

WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP

Address	City	Province	Postal Code
31 OAKLAND AVENUE	TORONTO	ON	M4V 0A9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

<b>Motor Vehicle Description</b>	Year	Make	Model	V.I.N.
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<b>General Collateral Description</b>	General Collateral Description
	DERIVED FROM THE LANDS DESCRIBED AS 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, IN THE CITY OF RICHMOND

<b>Registering Agent</b>	Registering Agent
--------------------------	-------------------

Address	City	Province	Postal Code
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CONTINUED

Type of Search	Business Debtor	
Search Conducted On	1000162801 ONTARIO CORP.	233
File Currency	05DEC 2023	

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
797890518	3	3	7	7	06OCT 2028	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
797890518		003	3		20231006 1318 1590 3792		

<b>Individual Debtor</b>	Date of Birth	First Given Name	Initial	Surname
<b>Business Debtor</b>	Business Debtor Name			Ontario Corporation Number
	Address		City	Province Postal Code

<b>Individual Debtor</b>	Date of Birth	First Given Name	Initial	Surname
<b>Business Debtor</b>	Business Debtor Name			Ontario Corporation Number
	Address		City	Province Postal Code

<b>Secured Party</b>	Secured Party / Lien Claimant			
	Address		City	Province Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

<b>Motor Vehicle Description</b>	Year	Make	Model	V.I.N.

<b>General Collateral Description</b>	General Collateral Description
	HILL, IN THE REGIONAL MUNICIPALITY OF YORK BEING ALL OF PIN 03196-0354

<b>Registering Agent</b>	Registering Agent
	Address City Province Postal Code

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File Currency: 05DEC 2023




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Type of Search	Business Debtor								
Search Conducted On	1000199992 ONTARIO CORP.								
File Currency	05DEC 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	784707885	1	3	1	5	07JUL 2027			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
784707885		001	1		20220707 1613 1590 0530	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	1000199992 ONTARIO CORP.								
	Address			City	Province	Postal Code			
	26 BILBERMAR DRIVE			RICHMOND HILL	ON	L4S 1B8			
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	DUCA FINANCIAL SERVICES CREDIT UNION LTD								
	Address			City	Province	Postal Code			
	5255 YONGE STREET, 4TH FLOOR			TORONTO	ON	M2N 6P4			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				
Motor Vehicle Description	Year	Make		Model		V.I.N.			
General Collateral Description	General Collateral Description								

CHAITONS LLP (JW/74049)

Address	City	Province	Postal Code
5000 YONGE STREET, 10TH FLOOR	TORONTO	ON	M2N 7E9

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	1000199992 ONTARIO CORP.							238	
File Currency	05DEC 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	784707894	2	3	2	5	07JUL 2027			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
784707894		001	1		20220707 1614 1590 0531	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	1000199992 ONTARIO CORP.								
	Address				City	Province	Postal Code		
	26 BILBERMAR DRIVE				RICHMOND HILL	ON	L4S 1B8		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	DUCA FINANCIAL SERVICES CREDIT UNION LTD								
	Address				City	Province	Postal Code		
	5255 YONGE STREET, 4TH FLOOR				TORONTO	ON	M2N 6P4		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	CHAITONS LLP (JW/74049)								
	Address				City	Province	Postal Code		
	5000 YONGE STREET, 10TH FLOOR				TORONTO	ON	M2N 7E9		

END OF FAMILY

Type of Search	Business Debtor	
Search Conducted On	1000199992 ONTARIO CORP.	239
File Currency	05DEC 2023	

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
797890545	3	3	3	5	06OCT 2028	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
797890545		001	3		20231006 1319 1590 3793	P PPSA	5

<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>	<b>Initial</b>	<b>Surname</b>
--------------------------	----------------------	-------------------------	----------------	----------------

<b>Business Debtor</b>	<b>Business Debtor Name</b>	<b>Ontario Corporation Number</b>		
	1000199992 ONTARIO CORP.			
	<b>Address</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>
	5 VERNHAM AVENUE	TORONTO	ON	M2L 2B1

<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>	<b>Initial</b>	<b>Surname</b>
--------------------------	----------------------	-------------------------	----------------	----------------

<b>Business Debtor</b>	<b>Business Debtor Name</b>	<b>Ontario Corporation Number</b>		
	<b>Address</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>

<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>			
	WPC GP I INC.			
	<b>Address</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>
	31 OAKLAND AVENUE	TORONTO	ON	M4V 0A9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X				X

<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>V.I.N.</b>

<b>General Collateral Description</b>	<b>General Collateral Description</b>
	GUARANTEE AND POSTPONEMENT OF CLAIM RELATING TO THE INDEBTEDNESS OF JEFFERSON PROPERTIES LIMITED PARTNERSHIP TO THE SECURED PARTY AND GENERAL SECURITY AGREEMENT WITH RESPECT TO THE PROPERTY AND PROCEEDS

<b>Registering Agent</b>	<b>Registering Agent</b>			
	HARRIS, SHEAFFER LLP MJB/DC 230460			
	<b>Address</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>
	YONGE SHEPPARD CENTRE 4881 YONGE STREET,	TORONTO	ON	M2N 5X3

CONTINUED

Type of Search	Business Debtor	
Search Conducted On	1000199992 ONTARIO CORP.	240
File Currency	05DEC 2023	

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
797890545	3	3	4	5	06OCT 2028	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
797890545		002	3		20231006 1319 1590 3793		

<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>	<b>Initial</b>	<b>Surname</b>
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<b>Business Debtor</b>	<b>Business Debtor Name</b>	<b>Ontario Corporation Number</b>
------------------------	-----------------------------	-----------------------------------

<b>Address</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>
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<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>	<b>Initial</b>	<b>Surname</b>
--------------------------	----------------------	-------------------------	----------------	----------------

<b>Business Debtor</b>	<b>Business Debtor Name</b>	<b>Ontario Corporation Number</b>
------------------------	-----------------------------	-----------------------------------

<b>Address</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>
----------------	-------------	-----------------	--------------------

<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>
----------------------	--------------------------------------

WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP

<b>Address</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>
31 OAKLAND AVENUE	TORONTO	ON	M4V 0A9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>V.I.N.</b>
----------------------------------	-------------	-------------	--------------	---------------

<b>General Collateral Description</b>	<b>General Collateral Description</b>
	DERIVED FROM THE LANDS DESCRIBED AS PART LOT 9 CONCESSION 11 (NEW SURVEY) TRAFALGAR, DESIGNATED AS PART 1, PLAN 43R37427, IN THE CITY OF MISSISSAUGA, BEING ALL OF PIN 13243-0378 AND PCL BLOCK 19-1, SEC

<b>Registering Agent</b>	<b>Registering Agent</b>
--------------------------	--------------------------

<b>Address</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>
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CONTINUED

Type of Search Business Debtor  
 Search Conducted On 1000199992 ONTARIO CORP. 241  
 File Currency 05DEC 2023

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
797890545	3	3	5	5	06OCT 2028	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
797890545		003	3		20231006 1319 1590 3793		

Individual Debtor Date of Birth First Given Name Initial Surname

Business Debtor Business Debtor Name Ontario Corporation Number

Address City Province Postal Code

Individual Debtor Date of Birth First Given Name Initial Surname

Business Debtor Business Debtor Name Ontario Corporation Number

Address City Province Postal Code

Secured Party Secured Party / Lien Claimant

Address City Province Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description Year Make Model V.I.N.

General Collateral Description General Collateral Description  
 43M932, BLK 19, PL 43M932, CITY OF MISSISSAUGA, BEING ALL OF PIN  
 13243-0269

Registering Agent Registering Agent

Address City Province Postal Code

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File Currency: 05DEC 2023







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Type of Search	Business Debtor								
Search Conducted On	AMERCAN CORPORATION								
File Currency	05DEC 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	783369198	1	4	1	5	27MAY 2027			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
783369198		001	1		20220527 0926 1793 9544	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	AMERCAN CORPORATION								
	Address			City	Province	Postal Code			
	980 YONGE STREET, SUITE 1001			TORONTO	ON	M4W3V8			
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
	04MAY1970	FANSEAY			WANG				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
	1001-980 YONGE STREET			TORONTO	ON	M4W3V8			
Secured Party	Secured Party / Lien Claimant								
	C & K MORTGAGE SERVICES INC.								
	Address			City	Province	Postal Code			
	1670 BAYVIEW AVENUE, SUITE 400			TORONTO	ON	M4G3C2			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				X
Motor Vehicle Description	Year	Make		Model		V.I.N.			
General Collateral Description	General Collateral Description								
	GUARANTEE AND POSTPONEMENT OF CLAIM IN CONNECTION WITH THE GUARANTEE OF INDEBTEDNESS OF 1000162801 ONTARIO CORP. TO THE SECURED PARTY								

GARFINKLE, BIDERMAN LLP (KAG FILE NO. 2677-654)

<b>Address</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>
1 ADELAIDE ST. EAST, SUITE 801	TORONTO	ON	M5C2V9

END OF FAMILY

Type of Search Business Debtor  
 Search Conducted On AMERICAN CORPORATION  
 File Currency 05DEC 2023

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
784707813	2	4	2	5	07JUL 2027	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
784707813		001	1		20220707 1613 1590 0529	P PPSA	5

Individual Debtor Date of Birth First Given Name Initial Surname

Business Debtor Business Debtor Name Ontario Corporation Number  
 AMERICAN CORPORATION  
 Address City Province Postal Code  
 980 YONGE STREET, SUITE 1001 TORONTO ON M4W 3V8

Individual Debtor Date of Birth First Given Name Initial Surname

Business Debtor Business Debtor Name Ontario Corporation Number  
 Address City Province Postal Code

Secured Party Secured Party / Lien Claimant

DUCA FINANCIAL SERVICES CREDIT UNION LTD  
 Address City Province Postal Code  
 5255 YONGE STREET, 4TH FLOOR TORONTO ON M2N 6P4

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			

Motor Vehicle Description Year Make Model V.I.N.

General Collateral Description General Collateral Description

Registering Agent Registering Agent

CHAITONS LLP (JW/74049)  
 Address City Province Postal Code  
 5000 YONGE STREET, 10TH FLOOR TORONTO ON M2N 7E9

END OF FAMILY

Type of Search	Business Debtor	
Search Conducted On	AMERCAN CORPORATION	247
File Currency	05DEC 2023	

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
788814585	3	4	3	5	28NOV 2027	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
788814585		001	1		20221128 0959 1590 0037	P PPSA	5

<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>	<b>Initial</b>	<b>Surname</b>
--------------------------	----------------------	-------------------------	----------------	----------------

<b>Business Debtor</b>	<b>Business Debtor Name</b>	<b>Ontario Corporation Number</b>		
	AMERCAN CORPORATION			
	<b>Address</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>
	980 YONGE STREET, SUITE 1001	TORONTO	ON	M4W 3V8

<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>	<b>Initial</b>	<b>Surname</b>
--------------------------	----------------------	-------------------------	----------------	----------------

<b>Business Debtor</b>	<b>Business Debtor Name</b>	<b>Ontario Corporation Number</b>		
	<b>Address</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>

<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>			
	CAMERON STEPHENS MORTGAGE CAPITAL LTD.			
	<b>Address</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>
	25 ADELAIDE STREET EAST, SUITE 600	TORONTO	ON	M5C 3A1

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			

<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>V.I.N.</b>

<b>General Collateral Description</b>	<b>General Collateral Description</b>

<b>Registering Agent</b>	<b>Registering Agent</b>			
	SCHNEIDER RUGGIERO SPENCER MILBURN LLP			
	<b>Address</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>
	1000-120 ADELAIDE STREET WEST	TORONTO	ON	M5H 3V1

END OF FAMILY

Type of Search	Business Debtor	248
Search Conducted On	AMERCAN CORPORATION	
File Currency	05DEC 2023	

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
797537331	4	4	4	5	26SEP 2028	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
797537331		01	002		20230926 1703 1462 7761	P PPSA	5

<b>Individual Debtor</b>	Date of Birth	First Given Name	Initial	Surname
--------------------------	---------------	------------------	---------	---------

<b>Business Debtor</b>	Business Debtor Name			Ontario Corporation Number
	AMERCAN CORPORATION			001570503
	Address	City	Province	Postal Code
	5 VERNHAM AVENUE	NORTH YORK	ON	M2L2B1

<b>Individual Debtor</b>	Date of Birth	First Given Name	Initial	Surname
--------------------------	---------------	------------------	---------	---------

<b>Business Debtor</b>	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

<b>Secured Party</b>	Secured Party / Lien Claimant			
	CAMERON STEPHENS MORTGAGE CAPITAL LTD.			
	Address	City	Province	Postal Code
	1700-320 BAY STREET	TORONTO	ON	M5H4A6

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X				

<b>Motor Vehicle Description</b>	Year	Make	Model	V.I.N.

<b>General Collateral Description</b>	<b>General Collateral Description</b>
	GENERAL SECURITY AGREEMENT RELATING TO THAT PROPERTY KNOWN AS BABY TAR ISLAND AND DESCRIBED AS ISLAND 105 PLAN 120 IN THE ST. LAWRENCE RIVER IN FRONT TOWNSHIP OF ESCOTT, ONTARIO AND SUBORDINATION AND

<b>Registering Agent</b>	Registering Agent			
	GARFINKLE, BIDERMAN LLP (AWB/CJC - 6243-679)			
	Address	City	Province	Postal Code
	1 ADELAIDE ST. EAST, SUITE 801	TORONTO	ON	M5C2V9

CONTINUED

Type of Search	Business Debtor	249
Search Conducted On	AMERCAN CORPORATION	
File Currency	05DEC 2023	

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
797537331	4	4	5	5	26SEP 2028	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
797537331		02	002		20230926 1703 1462 7761	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
-------------------	---------------	------------------	---------	---------

Business Debtor	Business Debtor Name	Ontario Corporation Number
-----------------	----------------------	----------------------------

Address	City	Province	Postal Code
---------	------	----------	-------------

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
-------------------	---------------	------------------	---------	---------

Business Debtor	Business Debtor Name	Ontario Corporation Number
-----------------	----------------------	----------------------------

Address	City	Province	Postal Code
---------	------	----------	-------------

Secured Party	Secured Party / Lien Claimant
---------------	-------------------------------

Address	City	Province	Postal Code
---------	------	----------	-------------

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.
---------------------------	------	------	-------	--------

General Collateral Description	General Collateral Description ASSIGNMENT RE JEFFERSON PROPERTIES LIMITED PARTNERSHIP AND 2011836 ONTARIO CORP. DEBT
--------------------------------	--

Registering Agent	Registering Agent GARFINKLE, BIDERMAN LLP (AWB/CJC - 6243-679)		
Address	City	Province	Postal Code
1 ADELAIDE ST. EAST, SUITE 801	TORONTO	ON	M5C2V9

LAST PAGE

**Note: All pages have been returned.**

[BACK TO TOP](#)



Show All Pages

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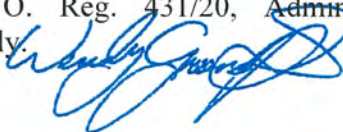
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[Contact us](#) 

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**TAB N**

This is Exhibit "N" 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**

September 5, 2023

**SENT BY REGULAR, REGISTERED MAIL:**

**2011836 ONTARIO CORP.**  
980 Yonge Street, Suite 1001  
Toronto, ON M4W 3V8

**JEFFERSON PROPERTIES LIMITED  
PARTNERSHIP**  
980 Yonge Street, Suite 1001  
Toronto, ON M4W 3V8

**BY EMAIL:**

[fanseaywang@dragoninv.com](mailto:fanseaywang@dragoninv.com)  
[fanseayw@grandgracedevelopment.com](mailto:fanseayw@grandgracedevelopment.com)  
[james@grandgracedevelopment.com](mailto:james@grandgracedevelopment.com)  
[fanseaywang@gmail.com](mailto:fanseaywang@gmail.com)

Dear Sirs/Mesdames:

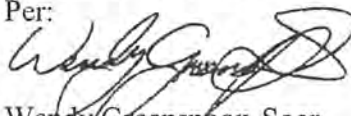
**Re: Jefferson Properties Limited Partnership and 2011836 Ontario Corp. indebtedness to Cameron Stephens - Mortgage against Richmond Hill Grace – 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario**

We are the solicitors for Cameron Stephens Mortgage Capital LTD (“Cameron Stephens”). We are writing to you with regard to the debt obligation of Jefferson Properties Limited Partnership and 2011836 Ontario Corp., in favour of our client which is currently in default.

The amount in default as at September 5, 2023 inclusive of interest is \$41,604,557.46 CDN, exclusive of legal fees. Interest and legal fees continue to accrue.

This letter shall serve as demand upon you for payment within ten (10) days of the date of this letter. We enclose herein our Notice of Intention to Enforce Security pursuant to Section 244 of the *Bankruptcy and Insolvency Act* and our Notice pursuant to Section 63(5) of the *Personal Property Security Act*.

Govern yourselves accordingly.

Yours very truly,  
**Garfinkle Biderman LLP**  
Per:  
  
Wendy Greenspoon-Soer

WHG-S/mds  
Encls.

cc: Neil Tristan, Susan Rosen, and client (by e-mail)

G:\Client Data\624316243-679\Notices\Demand Letter - September 5, 2023.Docx

Solicitor: Garfinkle Biderman LLP  
1 Adelaide Street East Suite 801  
Toronto, ON, Canada  
M5C 2V9  
Attn: Wendy Greenspoon

Issue Date: September 5, 2023

**MORTGAGE STATEMENT FOR INFORMATION PURPOSES**  
AS AT September 5, 2023

<u>Mortgage No.</u> 3930		<u>Maturity Date:</u> April 1, 2024
--------------------------	--	--


<u>Name:</u>  Jefferson Properties Limited Partnership	Rate: 9.70% Per diem: \$10,668.82
--	--------------------------------------

Principal Balance	\$40,090,073.55
Interest September 1st - September 5, 2023 (4 Days)	\$42,675.28
Letter of Credit - to be cashed secured	\$1,468,202.00
Chargeback	\$55,482.52
Interest Reserve (credit)	-\$51,875.89
<b>TOTAL AMOUNT OUTSTANDING</b>	<b>\$41,604,557.46</b>

PLEASE NOTE:

- (1) This statement is for Information purposes only and should not be used for Discharge or Assumption purposes.
- (2) This statement will need to be revised if any further transactions occur on or after September 5, 2023.

Per:   
Vivian David  
Manager - Loan Servicing

Per:   
Giuliana Mauro  
SVP - Underwriting and Portfolio Management



**NOTICE OF INTENTION TO ENFORCE SECURITY**  
(Bankruptcy and Insolvency Act, Subsection 244(1))

By Registered and Ordinary Post

**TO:**           **2011836 ONTARIO CORP.**  
980 Yonge Street, Suite 1001  
Toronto, ON M4W 3V8

**AND TO:**   **JEFFERSON PROPERTIES LIMITED PARTNERSHIP**  
980 Yonge Street, Suite 1001  
Toronto, ON M4W 3V8

*an insolvent company/person*

**TAKE NOTICE** that:

**CAMERON STEPHENS MORTGAGE CAPITAL LTD.**


the (“Secured Creditor”), intends to enforce its security on the property of the insolvent company/person described below:

- (a) All of the assets and undertakings and all property of the Debtors including, without limiting the generality of the foregoing, all of the intangibles, proceeds, books and records, goods, inventory, equipment, and accounts.
  - (b) PIN No. 03208 – 3229 (LT): Block 1, Plan 65M4637; Subject to an Easement as in YR2622073; Subject to an Easement as in YR2644669; Subject to an Easement in Gross as in YR2817498, Richmond Hill; and
  - (c) PIN No. 03208 – 3230 (LT): PT LTS 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, Richmond Hill and known municipally as 39, 53 and 67 Jefferson Side Road, Richmond Hill, Ontario, (collectively, (b) and (c) are referred to as the “Property”);
1. The security that is to be enforced is in the form of:
    - (a) A Charge/Mortgage securing the principal sum of \$69,093,600.00 which mortgage was registered on the 8<sup>th</sup> day of March 2022 as Instrument No. YR3391499 against the Property known municipally as 39, 53 and 67 Jefferson Side Road, Richmond Hill, Ontario.
    - (b) The Personal Guarantee of Fangxi (Fansey) Wang dated the 8<sup>th</sup> day of March, 2022; and
    - (c) A General Security Agreement dated the 8<sup>th</sup> day of March 2022 made between 2011836 Ontario Corp. and Jefferson Properties Limited Partnership and the Secured Creditor, Cameron Stephens Mortgage Capital Ltd., registered pursuant to the Personal Property Security Act by means of a Financing Statement 20220228 13271590 0114 on the 28<sup>th</sup> day of February, 2022.
    - (d) A General Assignment of Rents registered on the 8<sup>th</sup> day of March, 2022 as Instrument No. YR3391500 against the Property.
  2. The total amount of indebtedness secured by the security as of September 5, 2023, is \$41,604,557.46 CDN together with additional costs of the Secured Creditor and with interest thereon at the interest rate of 9.70% per annum.
  3. The Secured Creditor will not have the right to enforce the security until after the expiry of the ten (10) day period following the sending of this notice, unless the insolvent company/person consents to an earlier enforcement.

DATED at Toronto this 5<sup>th</sup> day of September 2023

CAMERON STEPHENS MORTGAGE  
CAPITAL LTD.  
by its solicitors  
Messrs. GARFINKLE BIDERMAN LLP

Per:



Wendy Greenspoon-Soer  
801-1 Adelaide Street East  
Toronto, Ontario, M5C 2V9  
Tel: (416) 869-1234  
Fax: (416) 869-0547

**Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.**



**NOTICE PURSUANT TO SECTION 63(5) OF THE  
PERSONAL PROPERTY SECURITY ACT (ONTARIO)**

By Registered and Ordinary Post

**TO: 2011836 ONTARIO CORP.**

980 Yonge Street, Suite 1001  
Toronto, ON M4W 3V8

**JEFFERSON PROPERTIES LIMITED PARTNERSHIP**

980 Yonge Street, Suite 1001  
Toronto, ON M4W 3V8

**FANGXI (FANSEAY) WANG**

980 Yonge Street, Suite 1001  
Toronto, ON M4W 3V8

**BERKLEY INSURANCE COMPANY**

145 King Street West, Suite 1000  
Toronto, ON M5H 1J8

**KUBOTA CANADA LTD.**

1155 Kubota Drive  
Pickering, ON L1X 0H4

**DUROXO CONSTRUCTION & CONTACTING CORP.**

10-8707 Dufferin Street  
Thornhill, Ontario  
L4J 0A6

**WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP**

28 Hazelton Avenue, Suite 200  
Toronto, Ontario  
M5R 2E2

**DC& F CORPORATION**

111 Gordon Baker Road, Suite 501  
Toronto, Ontario  
M2H 3R1

**CONFORM CONSTRUCTION**

10-8707 Dufferin Street  
Thornhill, Ontario  
L4J 0A2

**TAKE NOTICE** that default has been made under:

- (a) A Charge/Mortgage securing the principal sum of \$69,093,600.00 which Mortgage was registered on the 8<sup>th</sup> day of March 2022, as Instrument No. YR3391499 against the property known municipally as 39, 53 and 67 Jefferson Side Road, Richmond Hill, Ontario and more particularly described herein.
- (b) A General Security Agreement dated the 8<sup>th</sup> day of March 2022 made between 2011836 Ontario Corp. and Jefferson Properties Limited Partnership, (“the Debtor”), and Cameron Stephens Mortgage Capital Ltd. (the “Lender”) which was registered pursuant to the *Personal Property Security Act* by means of a Financing Statement 20220228 1327 1590 0114 on the 28<sup>th</sup> day of February 2022.
- (c) A Personal Guarantee of Fangxi (Fanseay) Wang dated the 8<sup>th</sup> day of March 2022 guaranteeing the indebtedness of the Debtor to the Lender.
- (d) A General Assignment of Rents registered on the 8<sup>th</sup> day of March 2022 as Instrument No. YR3391500 against the Property.

(hereinafter referred to as the "Security Agreements")

The collateral consists of:

- (e) All of the assets and undertakings and all property of the Debtor including, without limiting the generality of the foregoing, all of the intangibles, proceeds, books and records, goods, inventory, equipment, and accounts.
- (f) PIN No. 03208 – 3229 (LT): Block 1, Plan 65M4637; Subject to an Easement as in YR2622073; Subject to an Easement as in YR2644669; Subject to an Easement in Gross as in YR2817498, Richmond Hill; and
- (g) PIN No. 03208 – 3230 (LT): PT LTS 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, Richmond Hill and known municipally as 39, 53, and 67 Jefferson Side Road, Richmond Hill, Ontario (collectively, (f) and (g) are referred to as the "Property")

The amount required to satisfy the debt obligations to the Lenders secured by the said Security Agreements for principal and interest as of September 5<sup>th</sup>, 2023, is \$41,604,557.46 CDN together with additional fees and interest thereon until the date of payment.

Interest accrues at the rate of 9.70% per annum.

The estimated expenses of the Lender pursuant to Section 63(1)(a) of *The Personal Property Security Act* are \$150,000.00.

We hereby give you notice that you may redeem the collateral under the Security Agreements of the Lender upon you paying the total of the amounts referred to on or before the 27<sup>th</sup> day of September, 2023.

If you choose to pay the amounts referred to above on or before the 27<sup>th</sup> day of September, 2023, you will be credited with any rebates or allowances to which the Debtor is entitled by law or under the Security Agreements.

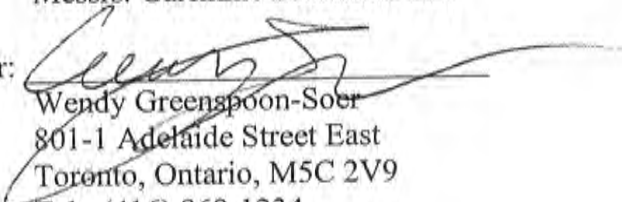
Please be advised that if the total amount mentioned in the above paragraphs plus interest is not paid to the Lender on or before September 27<sup>th</sup>, 2023, the said collateral will be disposed of by private disposition, or, if not so disposed of, at a public sale on the date and at a time and place to be determined by the Lender, the Borrower may be liable for any deficiency.

And further take notice that disposition of certain collateral may be made prior to September 27<sup>th</sup>, 2023, where any collateral is perishable in nature, where the costs of preserving or storing such a collateral is disproportionate to its value, or where such goods are ordinarily sold on a recognized market.

**DATED** at Toronto this 5<sup>th</sup> day of September, 2023.

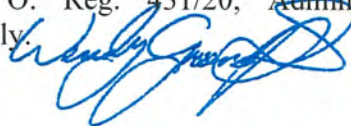
Cameron Stephens Mortgage Capital  
Ltd.  
by its solicitors  
Messrs. Garfinkle Biderman LLP

Per:

  
Wendy Greenspoon-Soer  
801-1 Adelaide Street East  
Toronto, Ontario, M5C 2V9  
Tel: (416) 869-1234  
Fax: (416) 869-0547

**TAB O**

This is Exhibit "O" 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**

September 5, 2023

**SENT BY REGISTERED, ORDINARY MAIL and EMAIL**

**FANGXI (FANSEAY) WANG**

[fanseaywang@gmail.com](mailto:fanseaywang@gmail.com)

980 Yonge Street, Suite 1001

Toronto, ON M4W 3V8

Dear Sir/Madam:

**Re: Jefferson Properties Limited Partnership and 2011836 Ontario Corp. indebtedness to Cameron Stephens Mortgage Capital Ltd. - Mortgage against Richmond Hill Grace – 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario**

---

Please be advised that we are the solicitors for Cameron Stephens Mortgage Capital Ltd. ("Cameron Stephens"). We enclose herein a copy of our demand letter of today's date to 2011836 Ontario Corp. and Jefferson Properties Limited Partnership (the "Debtors").

Take notice that the Debtors, for whom you became surety under a Guarantee dated March 8<sup>th</sup>, 2022, are indebted to our client as at September 5, 2023 in the amount of \$41,604,557.46 CDN, exclusive of legal fees, as per the attached Statement. Interest and legal fees continue to accrue.

This letter shall serve as demand upon you as Guarantor for payment of the full amount outstanding within (10) ten days of the date of this letter.

Yours very truly,  
**Garfinkle Biderman LLP**  
Per:



Wendy Greenspoon-Soer

WHG-S/mds

Encls.

cc: Neil Tristan, Susan Rosen, and Client (by e-mail)

G:\Client Data\6243\6243-679\Notices\Letter To Guarantors - September 5, 2023.Docx

Solicitor: Garfinkle Biderman LLP  
1 Adelaide Street East Suite 801  
Toronto, ON, Canada  
M5C 2V9  
Attn: Wendy Greenspoon

Issue Date: September 5, 2023

**MORTGAGE STATEMENT FOR INFORMATION PURPOSES**  
AS AT September 5, 2023


<u>Mortgage No.</u> 3930		<u>Maturity Date:</u> April 1, 2024
--------------------------	--	--

<u>Name:</u>  Jefferson Properties Limited Partnership	Rate: 9.70% Per diem: \$10,668.82
--	--------------------------------------

Principal Balance	\$40,090,073.55
Interest September 1st - September 5, 2023 (4 Days)	\$42,675.28
Letter of Credit - to be cashed secured	\$1,468,202.00
Chargeback	\$55,482.52
Interest Reserve (credit)	-\$51,875.89
<b>TOTAL AMOUNT OUTSTANDING</b>	<b>\$41,604,557.46</b>

PLEASE NOTE:

- (1) This statement is for Information purposes only and should not be used for Discharge or Assumption purposes.
- (2) This statement will need to be revised if any further transactions occur on or after September 5, 2023.

Per:   
Vivian David  
Manager - Loan Servicing

Per:   
Giuliana Mauro  
SVP - Underwriting and Portfolio Management



Wendy Greenspoon-Soer  
 Direct Line: 416-869-7615  
 e-mail: wgreenspoon@garfinkle.com

September 5, 2023

**SENT BY REGULAR, REGISTERED MAIL:**

**2011836 ONTARIO CORP.**  
 980 Yonge Street, Suite 1001  
 Toronto, ON M4W 3V8

**JEFFERSON PROPERTIES LIMITED PARTNERSHIP**

980 Yonge Street, Suite 1001  
 Toronto, ON M4W 3V8

**BY EMAIL:**

[fanseaywang@dragoninv.com](mailto:fanseaywang@dragoninv.com)  
[fanseayw@grandgracedevelopment.com](mailto:fanseayw@grandgracedevelopment.com)  
[james@grandgracedevelopment.com](mailto:james@grandgracedevelopment.com)  
[fanseaywang@gmail.com](mailto:fanseaywang@gmail.com)

Dear Sirs/Mesdames:

**Re: Jefferson Properties Limited Partnership and 2011836 Ontario Corp. indebtedness to Cameron Stephens - Mortgage against Richmond Hill Grace – 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario**

We are the solicitors for Cameron Stephens Mortgage Capital LTD (“Cameron Stephens”). We are writing to you with regard to the debt obligation of Jefferson Properties Limited Partnership and 2011836 Ontario Corp., in favour of our client which is currently in default.

The amount in default as at September 5, 2023 inclusive of interest is \$41,604,557.46 CDN, exclusive of legal fees. Interest and legal fees continue to accrue.

This letter shall serve as demand upon you for payment within ten (10) days of the date of this letter. We enclose herein our Notice of Intention to Enforce Security pursuant to Section 244 of the *Bankruptcy and Insolvency Act* and our Notice pursuant to Section 63(5) of the *Personal Property Security Act*.

Govern yourselves accordingly.

Yours very truly,  
**Garfinkle Biderman LLP**

Per:

Wendy Greenspoon-Soer

WHG-S/mds

Encls.

cc: Neil Tristan, Susan Rosen, and client (by e-mail)

G:\Client Data\6243\6243-679\Notices\Demand Letter - September 5, 2023.Docx

Solicitor: Garfinkle Biderman LLP  
1 Adelaide Street East Suite 801  
Toronto, ON, Canada  
M5C 2V9  
Attn: Wendy Greenspoon

Issue Date: September 5, 2023

**MORTGAGE STATEMENT FOR INFORMATION PURPOSES**  
AS AT September 5, 2023


<u>Mortgage No.</u> 3930		<u>Maturity Date:</u> April 1, 2024
--------------------------	--	--

<u>Name:</u>  Jefferson Properties Limited Partnership	Rate: 9.70% Per diem: \$10,668.82
--	--------------------------------------

Principal Balance	\$40,090,073.55
Interest September 1st - September 5, 2023 (4 Days)	\$42,675.28
Letter of Credit - to be cashed secured	\$1,468,202.00
Chargeback	\$55,482.52
Interest Reserve (credit)	-\$51,875.89
<b>TOTAL AMOUNT OUTSTANDING</b>	<b>\$41,604,557.46</b>

PLEASE NOTE:

- (1) This statement is for Information purposes only and should not be used for Discharge or Assumption purposes.
- (2) This statement will need to be revised if any further transactions occur on or after September 5, 2023.

Per:   
Vivian David  
Manager - Loan Servicing

Per:   
Giuliana Mauro  
SVP - Underwriting and Portfolio Management

**NOTICE OF INTENTION TO ENFORCE SECURITY**  
(Bankruptcy and Insolvency Act, Subsection 244(1))

By Registered and Ordinary Post

**TO: 2011836 ONTARIO CORP.**  
980 Yonge Street, Suite 1001  
Toronto, ON M4W 3V8

**AND TO: JEFFERSON PROPERTIES LIMITED PARTNERSHIP**  
980 Yonge Street, Suite 1001  
Toronto, ON M4W 3V8

*an insolvent company/person*

**TAKE NOTICE** that:

**CAMERON STEPHENS MORTGAGE CAPITAL LTD.**

the (“Secured Creditor”), intends to enforce its security on the property of the insolvent company/person described below:

- (a) All of the assets and undertakings and all property of the Debtors including, without limiting the generality of the foregoing, all of the intangibles, proceeds, books and records, goods, inventory, equipment, and accounts.
- (b) PIN No. 03208 – 3229 (LT): Block 1, Plan 65M4637; Subject to an Easement as in YR2622073; Subject to an Easement as in YR2644669; Subject to an Easement in Gross as in YR2817498, Richmond Hill; and
- (c) PIN No. 03208 – 3230 (LT): PT LTS 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, Richmond Hill and known municipally as 39, 53 and 67 Jefferson Side Road, Richmond Hill, Ontario, (collectively, (b) and (c) are referred to as the “Property”);

1. The security that is to be enforced is in the form of:

- (a) A Charge/Mortgage securing the principal sum of \$69,093,600.00 which mortgage was registered on the 8<sup>th</sup> day of March 2022 as Instrument No. YR3391499 against the Property known municipally as 39, 53 and 67 Jefferson Side Road, Richmond Hill, Ontario.
- (b) The Personal Guarantee of Fangxi (Fansey) Wang dated the 8<sup>th</sup> day of March, 2022; and
- (c) A General Security Agreement dated the 8<sup>th</sup> day of March 2022 made between 2011836 Ontario Corp. and Jefferson Properties Limited Partnership and the Secured Creditor, Cameron Stephens Mortgage Capital Ltd., registered pursuant to the Personal Property Security Act by means of a Financing Statement 20220228 13271590 0114 on the 28<sup>th</sup> day of February, 2022.
- (d) A General Assignment of Rents registered on the 8<sup>th</sup> day of March, 2022 as Instrument No. YR3391500 against the Property.

2. The total amount of indebtedness secured by the security as of September 5, 2023, is \$41,604,557.46 CDN together with additional costs of the Secured Creditor and with interest thereon at the interest rate of 9.70% per annum.

3. The Secured Creditor will not have the right to enforce the security until after the expiry of the ten (10) day period following the sending of this notice, unless the insolvent company/person consents to an earlier enforcement.

DATED at Toronto this 5<sup>th</sup> day of September 2023

CAMERON STEPHENS MORTGAGE  
CAPITAL LTD.  
by its solicitors  
Messrs. GARFINKLE BIDERMAN LLP

Per: 

Wendy Greenspoon-Soer  
801-1 Adelaide Street East  
Toronto, Ontario, M5C 2V9  
Tel: (416) 869-1234  
Fax: (416) 869-0547

**Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.**

**NOTICE PURSUANT TO SECTION 63(5) OF THE  
PERSONAL PROPERTY SECURITY ACT (ONTARIO)**

By Registered and Ordinary Post

**TO: 2011836 ONTARIO CORP.**

980 Yonge Street, Suite 1001  
Toronto, ON M4W 3V8

**JEFFERSON PROPERTIES LIMITED PARTNERSHIP**

980 Yonge Street, Suite 1001  
Toronto, ON M4W 3V8

**FANGXI (FANSEAY) WANG**

980 Yonge Street, Suite 1001  
Toronto, ON M4W 3V8

**BERKLEY INSURANCE COMPANY**

145 King Street West, Suite 1000  
Toronto, ON M5H 1J8

**KUBOTA CANADA LTD.**

1155 Kubota Drive  
Pickering, ON L1X 0H4

**DUROXO CONSTRUCTION & CONTACTING CORP.**

10-8707 Dufferin Street  
Thornhill, Ontario  
L4J 0A6

**WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP**

28 Hazelton Avenue, Suite 200  
Toronto, Ontario  
M5R 2E2

**DC& F CORPORATION**

111 Gordon Baker Road, Suite 501  
Toronto, Ontario  
M2H 3R1

**CONFORM CONSTRUCTION**

10-8707 Dufferin Street  
Thornhill, Ontario  
L4J 0A2

**TAKE NOTICE** that default has been made under:

- (a) A Charge/Mortgage securing the principal sum of \$69,093,600.00 which Mortgage was registered on the 8<sup>th</sup> day of March 2022, as Instrument No. YR3391499 against the property known municipally as 39, 53 and 67 Jefferson Side Road, Richmond Hill, Ontario and more particularly described herein.
- (b) A General Security Agreement dated the 8<sup>th</sup> day of March 2022 made between 2011836 Ontario Corp. and Jefferson Properties Limited Partnership, (“the Debtor”), and Cameron Stephens Mortgage Capital Ltd. (the “Lender”) which was registered pursuant to the *Personal Property Security Act* by means of a Financing Statement 20220228 1327 1590 0114 on the 28<sup>th</sup> day of February 2022.
- (c) A Personal Guarantee of Fangxi (Fanseyay) Wang dated the 8<sup>th</sup> day of March 2022 guaranteeing the indebtedness of the Debtor to the Lender.
- (d) A General Assignment of Rents registered on the 8<sup>th</sup> day of March 2022 as Instrument No. YR3391500 against the Property.

(hereinafter referred to as the "Security Agreements")

The collateral consists of:

- (e) All of the assets and undertakings and all property of the Debtor including, without limiting the generality of the foregoing, all of the intangibles, proceeds, books and records, goods, inventory, equipment, and accounts.
- (f) PIN No. 03208 – 3229 (LT): Block 1, Plan 65M4637; Subject to an Easement as in YR2622073; Subject to an Easement as in YR2644669; Subject to an Easement in Gross as in YR2817498, Richmond Hill; and
- (g) PIN No. 03208 – 3230 (LT): PT LTS 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, Richmond Hill and known municipally as 39, 53, and 67 Jefferson Side Road, Richmond Hill, Ontario (collectively, (f) and (g) are referred to as the "Property")

The amount required to satisfy the debt obligations to the Lenders secured by the said Security Agreements for principal and interest as of September 5<sup>th</sup>, 2023, is \$41,604,557.46 CDN together with additional fees and interest thereon until the date of payment.

Interest accrues at the rate of 9.70% per annum.

The estimated expenses of the Lender pursuant to Section 63(1)(a) of *The Personal Property Security Act* are \$150,000.00.

We hereby give you notice that you may redeem the collateral under the Security Agreements of the Lender upon you paying the total of the amounts referred to on or before the 27<sup>th</sup> day of September, 2023.

If you choose to pay the amounts referred to above on or before the 27<sup>th</sup> day of September, 2023, you will be credited with any rebates or allowances to which the Debtor is entitled by law or under the Security Agreements.

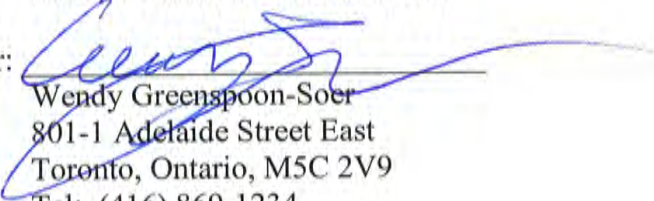
Please be advised that if the total amount mentioned in the above paragraphs plus interest is not paid to the Lender on or before September 27<sup>th</sup>, 2023, the said collateral will be disposed of by private disposition, or, if not so disposed of, at a public sale on the date and at a time and place to be determined by the Lender, the Borrower may be liable for any deficiency.

And further take notice that disposition of certain collateral may be made prior to September 27<sup>th</sup>, 2023, where any collateral is perishable in nature, where the costs of preserving or storing such a collateral is disproportionate to its value, or where such goods are ordinarily sold on a recognized market.

**DATED** at Toronto this 5<sup>th</sup> day of September, 2023.

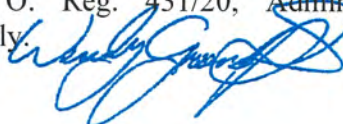
Cameron Stephens Mortgage Capital  
Ltd.  
by its solicitors  
Messrs. Garfinkle Biderman LLP

Per:

  
Wendy Greenspoon-Soer  
801-1 Adelaide Street East  
Toronto, Ontario, M5C 2V9  
Tel: (416) 869-1234  
Fax: (416) 869-0547

**TAB P**

This is Exhibit "P" 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.



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*Commissioner for Taking Affidavits (or as may be)*

**WENDY GREENSPOON-SOER**

**THE FORBEARANCE AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_ day of September, 2023

**BETWEEN:**

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

(hereinafter the **“Lender”**)  
OF THE FIRST PART

- and -

2011836 ONTARIO CORP. and JEFFERSON PROPERTIES LIMITED PARTNERSHIP

(hereinafter the **“Borrower”**)  
OF THE SECOND PART

- and -

FANGXI (FANSEAY) WANG and AMERICAN CORPORATION

(the **“Guarantors”**)  
OF THE THIRD PART

1000162801 ONTARIO CORP  
and 1000199992 ONTARIO CORP.

(collectively the **“Additional Guarantors”**)  
OF THE FOURTH PART

**WHEREAS:**

- a. Cameron Stephens Mortgage Capital Ltd. (“Cameron Stephens”) and Jefferson Properties Limited Partnership (“Jefferson”) and its General Partner 2011836 Ontario Corp. (“201”) executed a Letter of Commitment dated February 3<sup>rd</sup>, 2022, 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 “Loans”) for a construction project known as Richmond Hill Grace (the “Project”);
- b. The Letter of Commitment dated February 3, 2022 was approved and fully executed by Letter dated February 18, 2022 (the “Syndication Letter”), and was thereafter further amended by Amendment Letter dated October 19, 2022 (“Amendment Letter 1”), and by Amendment Letter dated March 3, 2023 (“Amendment Letter 2”), and by Amendment Letter dated April 13, 2003 (“Amendment Letter 3”), and by Amendment Letter dated May 26, 2003 (“Amendment Letter 4”), which collectively, together with the Letter of Commitment dated February 3, 2022 shall be referred to as the “Letter of Commitment”;

- c. The Borrowers executed and delivered a mortgage on March 8<sup>th</sup>, 2022, as security for the Loan, for the principal sum of \$69,093,600.00, which Mortgage was registered as Instrument YR3391499 (the "Mortgage"), against the properties known municipally as, 39, 53 and 67 Jefferson Side Road, Richmond Hill, Ontario and more particularly described in Schedule "A" hereto (the "Property");
- d. The Borrowers also executed and delivered a General Security Agreement dated March 8<sup>th</sup>, 2022, which was registered under the *Personal Property Security Act* ("PPSA") on February 28<sup>th</sup>, 2022, by means of a Financing Statement with Registration No. 20220228 1327 1590 0114;
- e. The Loan and the Mortgage were guaranteed by Fangxi (Fansey) Wang ("Wang") and Amercan Corporation;
- f. Claims for Lien were registered against the Property as follows:
  - i. on July 28<sup>th</sup>, 2023, by DC&F Corp. registered as instrument YR3579331;
  - ii. on August 16<sup>th</sup>, 2023, by Conform Construction Inc. as Instrument No. YR3586545;
  - iii. on August 31<sup>st</sup>, 2023, by Duroxo Construction & Contracting Corp. as Instrument No. YR3592844;
  - iv. on September 8<sup>th</sup>, 2023, by 2706990 Ontario Inc. as Instrument No. YR3595880; (all the above Liens collectively, the "Settled Liens").
- g. A further Claim for Lien was registered by Collective Security Services Inc. on September 20<sup>th</sup>, 2023, as Instrument No. YR3599646 (the "Subsequent Lien");
- h. The Borrowers acknowledge and agree that the registrations of the Settled Liens and the Subsequent Lien, constitute default under the terms of the Loan and the Mortgage as a result of which funding under the Loan has ceased;
- i. The parties hereto acknowledge that the Indebtedness outstanding under the Loan was \$40,090.073.55 as of September \_28, 2023 (the "Indebtedness"), and that this amount does not include interest, legal costs, and other permitted expenses related to these agreements;
- j. The Borrowers have entered into Minutes of Settlement with the Lien Claimants for the Settled Liens and are negotiating a settlement for the Subsequent Lien and the Borrowers wish to reinstate funding under the Loan to pay the Settled Liens and to pay additional payables due for the month of August 2023 which amounts collectively total, \$3,646,527.56.00 (the "Initial Funding Request").

- k. The Borrowers further agree and acknowledge that there has been a material change in the risk to the Lender as a result of projected cost overruns for the Project, which material change constitutes a further default under the terms of the Loan and the Mortgage;
- l. The Lender issued Demands and Notices of Intention to Enforce Security on September 5, 2023, which demands have expired;
- m. Notwithstanding the Defaults, the Borrowers have requested that the Lender funds 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 \$21,000,000(excluding the amount referred to in (i) above) to fund the completion of the construction and the cost overruns;
- n. The Lender requires Additional Security prior to advancing the “Initial Funding Request”, which security will include assets owned by the Additional Guarantors;
- o. The Lender requires an opportunity to obtain an independent review and report from a Construction Management Consultant and Financial Consultant regarding the Project, the projected costs to complete the Project and the financial viability of the Project.

**NOW THEREFORE**, in consideration of (i) the mutual covenants, terms, and conditions herein contained, (ii) the sum of two dollars (\$2.00) now paid by the Lender to the Borrowers, and (iii) other goods and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties to this Agreement, the parties to this Agreement hereby agree as follows:

## **ARTICLE 1 RECITALS AND DEFINITIONS**

1.1 The parties hereto acknowledge and agree that the recitals to this Agreement are true and correct in substance and in fact and are incorporated herein by reference and form an integral part of this Agreement.

1.2 The parties hereto further acknowledge and agree that this Agreement shall constitute an amendment to the Letter of Commitment between Cameron Stephens, Jefferson and 201. All other terms and conditions of the Letter of Commitment, as previously amended, shall remain the same.

## **ARTICLE 2 FORBEARANCE**

2.1 In consideration of the Borrowers complying with all the terms of this Forbearance Agreement, the Lender covenants and agrees to forbear from enforcing its rights in respect of the Indebtedness until October 31<sup>st</sup>, 2023 (the “Forbearance Term”), or until such later date as the Lender may, in its sole and absolute discretion, agree to (the “Extended Forbearance Term”). The parties acknowledge that it is their intention to negotiate, in good faith, the terms of a further amendment to the Letter of Commitment (the “**Future Amendment**”) during the Forbearance Term, or Extended Forbearance Term, as applicable, and that upon the execution of any such Future Amendment the defaults of the Borrower noted herein will be deemed to be at an end, provided that for certainty, any future further default of the Borrower shall constitute a default under the Letter of Commitment.

2.2 The Borrowers and the Guarantor covenant and agree that the following are the terms applicable to this Forbearance Agreement:

**I. Funding:**

- a. The Lender shall advance the sum of \$1,210,000.00 plus HST for the all-inclusive sum of \$1,367,300.00 in accordance with the Minutes of Settlement between the Settled Lien Claimants and the Borrowers dated September 22<sup>nd</sup>, 2023, (the "Lien Settlement"). The funds shall be advanced in accordance with the particular payment procedures provided for in the Lien Settlement;
- b. Upon discharge of the Settled Liens and the Subsequent Lien and upon confirmation of clear title, the Lender shall advance the further sum of \$2,279,227.56 in accordance with the approved Draw Report dated September 25<sup>th</sup>, 2023, which payment in the amount of \$2,279,227.56 shall be disbursed by the Borrowers to satisfy account payables to the end of August 2023. The Lender shall have the right to make such payments directly to the sub-trades and/or suppliers via cheques through the Lender's solicitor. In connection with such advance, the Borrowers shall sign a Statutory Declaration satisfactory in substance to the Lender's legal counsel confirming that the 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 Loan, (e.g., 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 the Loan.

**II. Security:**

All of the Indebtedness of the Borrowers pursuant to the Loan and this Agreement will be secured and supported by the following security, to be provided in addition to the security which is already provided for under the Loan and the Letter of Commitment, (all of which will be collectively referred to as the "Additional Security"), each to be in form and substance satisfactory to the Lender and its solicitors:

- a. A second mortgage in the amount of \$27,500,000.00 against the property known known as 2, 6, 8 Bond Crescent and 8, 10, 12, 14, 16 and 18 Bostwick Crescent, Richmond Hill (the "Richmond Hill Security").
- b. Assignment of APS for Bond/Bostwick Crescent property and any related deposits.
- c. A second mortgage in the amount of \$27,500,000.00 against the property known as 6532 and 6544 Winston Churchill Boulevard, Mississauga (the Mississauga Security"). [to be held in escrow and registered per the provisions of Section 2.3 of this agreement]
- d. A third mortgage in the amount of \$3.5 million on the property known as Baby Tar Island near Rockport, Ontario (the "Baby Tar Island Security").
- e. A Guarantee and Postponement of Claim from each of the Additional Guarantors.
- f. A General Security Agreement executed by each of the Additional Guarantors.

- g. Acknowledgement and Agreement from each of the Additional Guarantors acknowledging and consenting to the terms of this Forbearance Agreement and Letter of Commitment, as amended.
- 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, or satisfactory evidence of a renewal policy, containing the requirements of Schedule "A" of the Letter of Commitment hereto and including evidence of a Comprehensive General Liability Insurance policy for the Project in an amount of not less than \$10,000,000.00 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 Borrowers 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.

The Lender will require the insurance policy(ies) to be reviewed by an Independent Insurance Consultant, at the Borrowers' expense.

- i. The Lender's solicitor shall obtain Title Insurance at the cost of the Borrowers on all of the Additional Security properties..
- j. Signed Statutory Declaration confirming that there are no amounts owed or liabilities to the previous General Partner or Limited Partners of the Borrower.
- k. Such other and further security and documentation as may be required by the Lender or its counsel to complete and perfect the Security.

### **III. Pre-Funding Deliverables:**

The further advance is contingent upon compliance and satisfaction with each of the following conditions:

- a. The Borrowers shall have delivered to the Lender for approval and to the Lender's Consultants, as defined below, for their inspection and comment, copies of all final signed and sealed plans and specifications upon which the construction costs are based.
- b. Loan disbursements shall take place only on title to the Project being acceptable to the Lender's solicitors and all matters in connection with the Additional Security and other documentation deemed necessary or advisable by the Lender's solicitors being complied with by the Borrower and the Guarantors and all Additional Security and other instruments and agreements to evidence and secure the Loan Facility are duly executed, with evidence of registration where applicable.
- c. The Lender shall require a satisfactory opinion and report from its solicitors indicating, among other things, the validity, enforceability and priority of all Additional Security and the state of title of the Project.

- d. 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 delivery of the Additional Security, and the execution of all Additional Security listed above.
- e. The Lender shall require evidence that all building permits, approved architectural, drawings, building plans and all other required municipal approvals are on hand to complete the Project.
- f. The Additional Guarantors 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 be required to obtain, verify and record information regarding the Additional Guarantors and their respective directors, authorized signing officers, direct or indirect shareholders or other Persons in control of the Additional Guarantors, and the transactions contemplated hereby. The Additional Guarantors shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by the Lender, in order to comply with any applicable AML Legislation, whether nor or hereafter in existence.
- g. The Lender shall hire (at the Borrower's expense) a Construction Management Consultant and a Financial Consultant (the "Lender's Consultants"), to review all aspects of the Project, including the total costs to complete the Project, and any other aspect upon which the Lender shall require consultation, in connection with the viability of the Project and its financial condition. The Borrower shall cooperate with the Lender's Consultants and provide any and all documentation as and when requested. It is intended that the Lender's Consultant will perform and complete their review during the Forbearance Term.
- h. Such other information as the Lender may reasonably require.

#### **IV. Additional Financing:**

The Lender shall require a signed Consent 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 the Lender shall be entitled to utilize, if:

- a. The Lender, acting reasonably, is unsatisfied with the results of the reports from its consultants, and additional financing is not approved to deal with increased cost to complete; and/or
- b. In the event of any future additional defaults under the terms of the Letter of Commitment, as amended, which default is not cured within 14 business days of receipt of written notice from the Lender.

Additional advances to complete the construction of the Project shall be considered by the Lender, in its sole and absolute discretion, following receipt of the reports of the Lender's Consultants. For greater clarity, the Lender is not obligated to approve any additional financing.

**V. General:**

- a. The Borrowers agree that they shall pay all reasonable legal fees and disbursements in respect of the Forbearance Agreement, as well as the preparation, issuance and registration of the Additional Security and all reasonable fees and costs incurred by the Lender relating to the contemplation and investigation of the additional financing.
- b. All costs of the Lender's Financial Consultants shall be paid by the Borrowers and shall be added to the amounts outstanding under the Loan.
- c. The Borrower shall pay a forbearance fee in the amount of \$50,000.00, which amount is earned upon execution of this agreement and shall be added to the amounts outstanding under the Loan.

2.3 Notwithstanding the terms of this Forbearance Agreement, the Lender shall be entitled to immediately exercise any legal remedies which they may have with respect to the Indebtedness, the Mortgage and the Additional Security upon any of the following events:

- a. if the Borrowers breach any provisions of this Agreement, which breach is not cured within 14 business days from receipt of written notice from the Lender;
- b. if the Borrowers file a Notice of Intention to Make a Proposal pursuant to the provisions of the *Bankruptcy and Insolvency Act*, has been made subject to a petition in bankruptcy, or has filed an application pursuant to the *Company's Creditor's Arrangement Act.*;
- c. if default proceedings have been instituted against the Borrowers for the sale and disposition of the Borrowers' assets.

**ARTICLE 3****REPRESENTATIONS BY THE BORROWERS AND THE GUARANTORS**

3.1 The Borrowers covenant, represent, and warrant as follows to the Lender and acknowledge that the Lender is relying upon such covenants, representations, and warranties in entering into this Forbearance Agreement and forbearing from enforcing the Mortgages and the Consent Order:

- a. This Forbearance Agreement has been duly executed and delivered by the Borrowers and is binding and enforceable against it in accordance with its terms.
- b. The Borrowers acknowledge and agree that the Indebtedness remains due and owing to the Lender.
- c. The Borrowers agree that the Mortgage is valid, binding, and enforceable against it as of the date hereof, free and clear of all rights of set-off or offset whatsoever. The Borrowers hereby irrevocably waive any defence to the enforcement of the Mortgage and the Additional Security.

## ARTICLE 4 GENERAL PROVISIONS

4.1 **Notices** - All notices, requests, demands, acceptances, consents, communications, or other writings required or permitted to be given hereunder or for the purposes hereof ("**Notice**" in this Section) will be in writing and be sufficiently given if personally delivered, sent by prepaid registered mail or transmitted by telex, telecopier or other forms of recorded communication tested prior to transmission, addressed to the party to whom it is given, as follows:

a) If to the Lender, with a copy to:

**Garfinkle, Biderman LLP**  
801-1 Adelaide Street East  
Toronto, ON M5C 2V9

Attention: Wendy Greenspoon-Soer  
Email: [wgreenspoon@garfinkle.com](mailto:wgreenspoon@garfinkle.com)

Attention: Avrom Brown  
Email: [abrown@garfinkle.com](mailto:abrown@garfinkle.com)

b) If to the Borrowers or Guarantor with a copy to:

**Loopstra Nixon LLP**  
Richmond-Adelaide Centre  
130 Adelaide Street West, Suite 2800  
Toronto, Ontario M5H 3P5

Attention: Reg D. Theriault  
E-mail: [rtheriault@loonix.com](mailto:rtheriault@loonix.com)

or such other address of which Notice has been given. Any Notice mailed as aforesaid will be deemed to have been given and received on the third Business Day following the date of its mailing. Any Notice personally delivered will be deemed to have been given and received on the day it is personally delivered, provided that if such day is not a Business Day, the Notice will be deemed to have been given and received on the Business Day next following such day. Any Notice transmitted by telex, telecopier or other form of recorded communication will be deemed given and received on the first Business Day after its transmission.

If a Notice is mailed and regular mail service is interrupted by strike or other irregularity on or before the fourth Business Day after the mailing thereof, such Notice will be deemed to have not been received unless personally delivered or transmitted by telex, telecopier or other form of recorded communication.

4.2 **Time of the Essence** - Time will be of the essence of this Agreement and every part hereof, provided that if the parties establish a new time for the performance of an obligation, time will again be of the essence of the new time established.

4.3 **Waiver** - No party to this Agreement will be deemed or taken to have waived any provision of this Agreement unless such waiver is in writing, and such waiver will be limited to

the circumstances set forth in such written waiver. No failure on the part of the Lender to assist upon strict adherence to the terms of this Agreement shall in any way constitute a waiver of any rights arising pursuant to this Agreement.

**4.4 Severability** - If any Article, Section or portion thereof is determined to be unenforceable or invalid, such unenforceability or invalidity will not affect the remaining Articles, Sections or portions thereof, as the case may be, of this Agreement and such unenforceable or invalid Article, Section or portion thereof will be deemed to be severed from the remainder of this Agreement. No covenant or provision, or part or parts thereof, will be deemed dependent on any other covenant or provision unless so expressed herein.

**4.5 Governing Law** - This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Each party attorns to the jurisdiction of the courts of the Province of Ontario.

**4.6 Independent Legal Advice** - The parties hereto acknowledge and agree that each of the Lenders and Borrowers obtained independent legal advice with respect to the execution of this Agreement, or that they had an opportunity to do so, and further acknowledge that they have read over all of the provisions herein and that they understand the meaning and importance of each provision, and that they are signing this Agreement voluntarily and freely without duress from any party.

**4.7 Entire Agreement** - This Agreement constitutes the entire agreement among the parties with respect to the matters herein and its execution has not been induced by, nor do any of the parties rely upon or regard as material, any representation, promise, agreement or statement whatsoever not incorporated herein and made a part hereof. This Agreement will not be amended, altered or qualified except by a memorandum in writing signed by the parties.

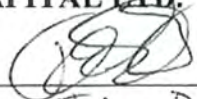
**4.7 Enurement** - This Agreement will ensure to the benefit of the parties and their respective heirs, executors, administrators, successors and permitted assigns and will be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

**4.8 Counterparts** - This Agreement may be executed in counterpart and each such counterpart shall for all purposes constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart, provided that each party has signed at least one counterpart. A facsimile and/or PDF email counterpart of this Agreement shall be fully effective for all purposes and binding upon each of the undersigned.

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the date first above written.

**CAMERON STEPHENS MORTGAGE CAPITAL LTD.**

Per: \_\_\_\_\_



**Name:** *John David -*  
*I have the authority to bind the corporation.*

**JEFFERSON PROPERTIES LIMITED PARTNERSHIP**

Per: \_\_\_\_\_

**Name:**  
*I have the authority to bind the corporation.*

**2011836 ONTARIO CORP.**

Per: \_\_\_\_\_

**Name:**  
*I have the authority to bind the corporation.*

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
FANGXI (FANSEAY) WANG

**AMERICAN CORPORATION.**

Per: \_\_\_\_\_

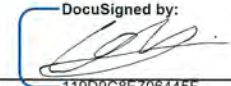
**Name:**  
*I have the authority to bind the corporation.*

**IN WITNESS WHEREOF** this Agreement has been executed by the parties as of the date first above written.

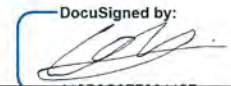
**CAMERON STEPHENS MORTGAGE CAPITAL LTD.**

Per: \_\_\_\_\_  
**Name:**  
*I have the authority to bind the corporation.*


**JEFFERSON PROPERTIES LIMITED PARTNERSHIP, by its sole general partner, 2011836 ONTARIO CORP.**

Per: \_\_\_\_\_  
DocuSigned by:  
  
119D9C8E706445F...  
**Name: Fansay Wang**  
*I have the authority to bind the corporation.*

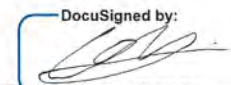
**2011836 ONTARIO CORP.**

Per: \_\_\_\_\_  
DocuSigned by:  
  
119D9C8E706445F...  
**Name: Fansay Wang**  
*I have the authority to bind the corporation.*

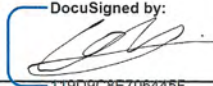
DocuSigned by:  
*Shannon Mackinnon*  
\_\_\_\_\_  
D09A1622F0234AA...  
**WITNESS**

DocuSigned by:  
  
\_\_\_\_\_  
119D9C8E706445F...  
**FANGXI (FANSEAY) WANG**

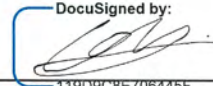
**AMERCAN CORPORATION.**

Per: \_\_\_\_\_  
DocuSigned by:  
  
119D9C8E706445F...  
**Name: Fansay Wang**  
*I have the authority to bind the corporation.*

1000162801 ONTARIO CORP.

Per:    
 119D9C8E706445F...   
 **Name: Fanssey Wang**   
 *I have the authority to bind the corporation.*

1000199992 ONTARIO CORP.

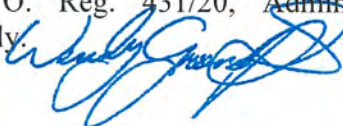
Per:    
 119D9C8E706445F...   
 **Name: Fanssey Wang**   
 *I have the authority to bind the corporation.*

### **SCHEDULE "A"**

1. PIN No. 03208 – 3229 (LT): Block 1, Plan 65M4637; Subject to an Easement as in YR2622073; Subject to an Easement as in YR2644669; Subject to an Easement in Gross as in YR2817498, Richmond Hill; and
2. PIN No. 03208 – 3230 (LT): PT LTS 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, Richmond Hill;

# TAB Q

This is Exhibit "Q" 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**

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

yyyy mm dd Page 1 of 9

**Properties**

*PIN* 03196 - 0354 LT *Interest/Estate* Fee Simple  
*Description* 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  
*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* 1000162801 ONTARIO CORP.  
*Address for Service* 5 Vernham Avenue  
 Toronto, ON M2L 2B1

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.

**Chargee(s)***Capacity**Share*

*Name* CAMERON STEPHENS MORTGAGE CAPITAL LTD.  
*Address for Service* 1700-320 Bay Street  
 Toronto, ON M5H 4A6

**Statements**

Schedule: See Schedules

**Provisions**

*Principal* \$27,500,000.00 *Currency* CDN  
*Calculation Period* monthly, not in advance  
*Balance Due Date* ON DEMAND  
*Interest Rate*  
*Payments*  
*Interest Adjustment Date*  
*Payment Date* interest only, on the 1st day of each month  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 201125  
*Insurance Amount* Full insurable value  
*Guarantor*

**Signed By**

Avrom Warren Brown 1 Adelaide Street E., Suite 801 acting for Signed 2023 10 04  
 Toronto Chargor(s)  
 M5C 2V9

Tel 416-869-1234

Fax 416-869-0547

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

**Submitted By**

GARFINKLE, BIDERMAN LLP 1 Adelaide Street E., Suite 801 2023 10 04  
 Toronto  
 M5C 2V9

Tel 416-869-1234

Fax 416-869-0547

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$69.00  
*Total Paid* \$69.00

LRO # 65 Charge/Mortgage

Received as YR3604584 on 2023 10 04 at 11:09

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

yyyy mm dd Page 2 of 9

**File Number**

Chargee Client File Number : 6243-679

## ADDITIONAL PROVISIONS

### 1. Letter of Commitment

This Charge is given as collateral security to a letter of commitment dated February 3, 2022, as it may be amended from time to time (the "Letter of Commitment or Commitment Letter") and all loan documents delivered pursuant thereto (collectively, the Letter of Commitment or Commitment Letter and loan documents are referred to as the "Loan Documents"). Default under the Loan Documents shall constitute default under this Charge 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 and as may be available to it under the Loan Documents, statute or in law.

### 2. Due on Demand

The amount owing under this Charge shall be repayable on demand.

In the event interest is not paid as and when due, the Chargee may in its sole discretion advance monies on account of principal to the Chargor to be applied to interest owing, or capitalize the amount of interest owing (which capitalization shall not be an advance of funds) but in no event shall any such advance or capitalization by the Chargee obligate the Chargee to make any further advances or capitalizations to be applied to interest or otherwise.

### 3. Default

In addition to any other Default Clauses set out in this Charge, or in the Standard Charge Terms referred to herein, the monies hereby secured, together with interest thereon as aforesaid, shall become payable and the security hereby constituted shall become enforceable immediately upon demand by the Chargee or the occurrence or happening of any of the following events ("Event(s) of Default"):

- (a) the Chargor makes default in the payment of the principal, interest or other monies hereby secured or any principal or interest payment and other monies owed by it to the Chargee whether secured by this Charge or not;
- (b) the Chargor makes material default in the observance or performance of any written covenant or undertaking heretofore or hereafter given by it to the Chargee, whether contained herein or not and pertaining to the assets or the financial condition of the Chargor and such default has not been cured within fifteen (15) days of written notice thereof being delivered to the Chargor;
- (c) if any statement, information (oral or written) or representation heretofore or hereafter made or given by or on behalf of the Chargor to the Chargee and pertaining to the assets or the financial condition of the Chargor, and whether contained herein or not is false, inaccurate and/or misleading in any material respect;
- (d) an order is made or an effective resolution passed for the winding-up, liquidation, amalgamation or reorganization of the Chargor, or a petition is filed for the winding up of the Chargor;
- (e) the Chargor becomes insolvent or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency; or the Chargor makes a bulk sale of its assets; or a bankruptcy petition or receiving order is filed or presented against the Chargor;
- (f) any proceedings with respect to the Chargor are commenced under the Companies' Creditors Arrangement Act;
- (g) any execution, sequestration, extent or any other process of any Court becomes enforceable against the Chargor or a distress or analogous process is levied upon the property and assets of the Chargor or any part thereof, which in the opinion of the Chargee is a substantial part, and remains unsatisfied for such period as would permit such property to be sold thereunder, less two (2) business days, provided that such process is not in good faith disputed and, in that event, if the Chargor shall desire to contest such process it shall give security to the Chargee which, in the absolute discretion of the Chargee, shall be deemed sufficient to pay in full the amount claimed in the event it shall be held to be a valid claim;

- (h) the Chargor ceases or threatens to cease to carry on its business or the Chargor commits or threatens to commit any act of bankruptcy or insolvency;
- (i) the property hereby mortgaged and charged or any part thereof, other than sales of lots or units containing fully completed single family dwellings to bona fide purchasers for value, prior approved in writing by the Chargee, are sold by the Chargor or if there is a change in the present effective voting control of the Chargor or a change in the beneficial ownership of the Chargor or the assets or any one of them;
- (j) the monies secured hereby, together with interest thereon shall not be repaid to the Chargee on demand;
- (k) the Chargor makes any default with regard to any provision of the Commitment Letter.

#### 4. Chargee May Remedy Default

If the Chargor should fail to perform any covenant or agreement of the Chargor hereunder, the Chargee may itself perform or cause to be performed such covenant or agreement and all expenses incurred or payments made by the Chargee in so doing, together with interest thereon at the rate set forth herein, shall be added to the indebtedness secured herein and shall be paid by the Chargor and be secured by this Charge together with all other indebtedness secured thereby, provided however that the foregoing shall not in any way be interpreted as an obligation of the Chargee.

#### 5. Construction Liens

Provided also that upon the registration of any construction lien against title to the charged property which is not discharged within a period of ten (10) days from the registration thereof, all monies hereby secured shall, at the option of the Chargee, forthwith become due and payable.

The Chargee may at its option, withhold from any advances for which the Chargor may have qualified, such holdbacks as the Chargee in its sole discretion, considers advisable to protect its position under the provisions of the Construction Lien Act, 1990, so as to secure its priority over any construction liens, until the Chargee is fully satisfied that all construction lien periods have expired and that there are no preserved or perfected liens outstanding. Nothing in this clause shall be construed to make the Chargee an "owner" or "payer" as defined under the Construction Lien Act, 1990, nor shall there be, or be deemed to be, any obligation by the Chargee to retain any holdback which may be required by the said legislation. Any holdback which may be required to be made by the owner or payer shall remain solely the Chargor's obligation. The Chargor hereby covenants and agrees to comply in all respects with the provisions of the Construction Lien Act, 1990.

#### 6. Construction Loan

Provided that the Chargor and Chargee agree that if this is a construction loan, the following conditions shall apply:

- (a) the Chargor further covenants that all installation of services and construction on the lands hereby secured shall be carried out by reputable contractors with sufficient experience in a project of this nature and size, which contractors must be approved by the Chargee and which approval shall not be unreasonably withheld.
- (b) that the installation of services and the construction of dwellings on the said lands, once having been commenced, shall be continued in a good and workmanlike manner, with all due diligence and in substantial accordance with the plans and specifications delivered to the Chargee and to the satisfaction of the Municipality and all governmental and regulatory authorities having jurisdiction.
- (c) provided that should the servicing and construction on the said lands cease for any reason whatsoever (strike, material shortages, weather and conditions or circumstances beyond the control of the Chargor excepted), for a period of fifteen (15) consecutive days unless explained to the satisfaction of the Chargee acting reasonably (Saturdays, Sundays and Statutory holidays excepted), then the monies hereby secured, at the option of the Chargee 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 servicing and construction of the project on the said lands in such manner and on such terms as it deems advisable. The cost of completion of servicing and construction of the project by the Chargee and all expenses incidental thereto shall be added to the principal amount of the 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 said management fee shall bear interest at the rate as herein provided for and shall form part of the principal secured hereunder and the Chargee shall have the same rights and remedies with respect to collection of same as it would have with respect to collection of principal and interest hereunder or at law.

- (d) at the option of the Chargee, at all times there shall be a holdback of ten percent (10%) with respect to work already completed.
- (e) all advances which are made from time to time hereunder shall be based on Certificate of the Chargee's agents prepared at the expense of the Chargor, which 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 servicing to the date of such Certificate shall be in accordance with the approved plans and specifications for the said construction and further, in a good and workmanlike manner and in accordance with the permits issued for such servicing and construction and in accordance with all municipal and other governmental requirements of any authority having jurisdiction pertaining to such servicing and construction and there shall be no outstanding work orders or other requirements pertaining to servicing and construction on the said lands. Such Certificates with respect to any values shall not include materials on the site which are not incorporated into the buildings or the services.

#### 7. Environmental

- (a) The following terms have the following meanings in this Section:
  - (i) "Applicable Environmental Laws" means all federal, provincial, municipal and other laws, statutes, regulations, by-laws and codes and all international treaties and agreements, now or hereafter in existence, intended to protect the environment or relating to Hazardous Material (as hereinafter defined), including without limitation the *Environmental Protection Act (Ontario)*, as amended from time to time (the "EPA"), and the *Canadian Environmental Protection Act*, as amended from time to time (the "CEPA"); and
  - (ii) "Hazardous Material" means, collectively, any contaminant (as defined in the EPA), toxic substance (as defined in the CEPA), dangerous goods (as defined in the *Transportation of Dangerous Goods Act (Canada)*, as amended from time to time) or pollutant or any other substance which when released to the natural environment is likely to cause, at some immediate or future time, material harm or degradation to the natural environment or material risk to human health.
- (b) The Chargor hereby represents and warrants that:
  - (i) neither the Chargor nor, to its knowledge, after due enquiry, any other person, firm or corporation (including without limitation any tenant or previous tenant or occupant of the Lands or any part thereof) has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the lands;
  - (ii) the business and assets of the Chargor are in compliance with all Applicable Environmental Laws;
  - (iii) no control order, stop order, minister's order, preventative order or other enforcement action has been threatened or issued or is pending by any governmental agency in respect of the Lands and Applicable Environmental Laws; and

- (iv) the Chargor has not received notice nor has any knowledge of any action or proceeding, threatened or pending, relating to the existence in, or under the Lands or on the property adjoining the Lands of, or the spilling, discharge or emission on or from the Lands or any such adjoining property of, any Hazardous Material.
- (c) The Chargor covenants that:
- (i) the Chargor will not cause or knowingly permit to occur, a discharge, spillage, uncontrolled loss, seepage or filtration of any Hazardous Material at, upon, under, into or within the Lands or any contiguous real estate or any body of water on or flowing through or contiguous to the Lands;
  - (ii) the Chargor shall, and shall cause any person permitted by the Chargor to use or occupy the Lands or any part thereof, to continue to operate its business and assets located on the Lands in compliance with the Applicable Environmental Laws and shall permit the Chargee to review and copy any records of the Chargor insofar as they relate to the Lands at any time and from time to time to ensure such compliance;
  - (iii) the Chargor will not be involved in operations at or in the Lands which could lead to the imposition on the Chargor of liability under the Applicable Environmental Laws or the issuance of any order under the Applicable Environmental Laws to stop discharging, shut down, clean-up or decommission or the creation of a lien on the Lands under any of the Applicable Environmental Laws;
  - (iv) the Chargor will not knowingly permit any tenant or occupant of the Lands to engage in any activity that could lead to the imposition of liability on such tenant or occupant or the Chargor of liability under the Applicable Environmental Laws or the issuance of any order under the Applicable Environmental Laws to stop discharging, shut down, clean-up or decommission or the creation of a lien on the Lands under any Applicable Environmental Laws;
  - (v) the Chargor shall strictly comply with the requirements of the Applicable Environmental Laws (including, but not limited to obtaining any permits, licenses or similar authorizations to construct, occupy, operate or use the Lands or any fixtures or equipment located thereon by reason of the Applicable Environmental Laws) and shall notify the Chargee promptly in the event of any spill or location of Hazardous Material upon the Lands, and shall promptly forward to the Chargee copies of all orders, notices, permits, applications or other communications and reports in connection with any spill or other matters relating to the Applicable Environmental Laws, as they may affect the Lands;
  - (vi) the Chargor shall remove any Hazardous Material (or if removal is prohibited by law, to take whichever action is required by law) promptly upon discovery at its sole expense;
  - (vii) the Chargor will not install on the Lands, nor knowingly permit to be installed on the Lands, asbestos or any substance containing asbestos deemed hazardous by any Applicable Environmental Law; and
  - (viii) the Chargor will at its own expense carry out such investigations and tests as the Chargee may reasonably require from time to time in connection with environmental matters.
- (d) The Chargor hereby indemnifies and holds harmless the Chargee, its officers, directors, employees, agents, shareholders and any receiver or receiver and manager appointed by or on the application of the Chargee (the "**Indemnified Persons**") from and against and shall reimburse the Chargee for any and all losses, liabilities, claims, damages, costs and expenses, including legal fees and disbursements, suffered, incurred by or assessed against any of the Indemnified Persons whether as holder of the within Charge, as mortgagee in possession, as

successor in interest to the Chargor as owner of the Lands by virtue of foreclosure or acceptance of a deed in lieu of foreclosure or otherwise:

- (i) under or on account of the Applicable Environmental Laws, including the assertion of any lien thereunder;
- (ii) for, with respect to, or as a result of, the presence on or under, or the discharge, emission, spill or disposal from, the Lands or into or upon any land, the atmosphere, or any watercourse, body or water or wetland, of any Hazardous Material where a source of the Hazardous Material is the Lands including, without limitation:
  - a. the costs of defending and/or counterclaiming or claiming over against third parties in respect of any action or matter; and
  - b. any costs, liability or damage arising out of a settlement of any action entered into by the Chargee;
- (iii) in complying with or otherwise in connection with any order, consent, decree, settlement, judgment or verdict arising from the deposit, storage, disposal, burial, dumping, injecting, spilling, leaking, or other placement or release in, on or from the Lands of any Hazardous Material (including without limitation any order under the Applicable Environmental Laws to clean-up, decommission or pay for any clean-up or decommissioning), whether or not such deposit, storage, disposal, burial, dumping, injecting, spilling, leaking or other placement or release in, on or from the Lands of any Hazardous Material:
  - a. resulted by, through or under the Chargor; or
  - b. occurred with the Chargor's knowledge and consent; or
  - c. occurred before or after the date of this Charge, whether with or without the Chargor's knowledge.

The provisions of this paragraph shall survive foreclosure of this Charge and satisfaction and release of this Charge and satisfaction and repayment of the amount secured hereunder. Any amounts for which the Chargor shall become liable to the Chargee under this paragraph shall, if paid by the Indemnified Person, bear interest from the date of payment at the interest rate stipulated herein and together with such interest shall be secured hereunder.

- (e) In the event of any spill of Hazardous Material affecting the Lands, whether or not the same originated or emanates from the Lands, or if the Chargor fails to comply with any of the requirements of the Applicable Environmental Laws, the Chargee may at its election, but without the obligation so to do, give such notices and cause such work to be performed at the Lands and take any and all other actions as the Chargee shall deem necessary or advisable in order to remedy said spill or Hazardous Material or cure said failure of compliance and any amounts paid as a result thereof, together with interest thereon at the interest rate stipulated herein from the date of payment by the Chargee shall be immediately due and payable by the Chargor to the Chargee and until paid shall be added to and become a part of the amount secured hereunder.

#### 8. Letters of Credit

The parties hereto acknowledge and agree that this Charge shall also secure payment by the Chargor to the Chargee of all amounts advanced by the Chargee pursuant to or by way of issuance of any letters of credit, renewals thereof, substitutions therefor and accretions thereto or pursuant to similar instruments issued at the Chargor's request or on its behalf and issued by the Chargee or on behalf of or at the request of or upon the credit of the Chargee and the total amount of such letters of credit shall be deemed to have been advanced and fully secured by this Charge

from the date of the issuance of such letters of credit, regardless of when or whether such letters of credit are called upon by the holder(s) thereof. In the event of the enforcement or exercise by the Chargee of any of the remedies or rights provided for in this Charge, the Chargee shall be entitled to retain and shall not be liable to pay or account to the Chargor or any other party in respect of the full amount of any outstanding letters of credit from the proceeds of such enforcement or exercise until such time as the letters of credit have expired, have been cancelled and have been surrendered to the Lender or the issuer(s) thereof.

9. Miscellaneous

The Chargor agrees as follows:

- (a) to maintain the project in good repair and in a state of good operating efficiency;
- (b) to pay taxes, utilities and other operating and maintenance costs and provide evidence thereof to the Chargee;
- (c) to perform all governmental requirements and obligations as required;
- (d) to deliver to the Chargee all reasonable financial information deemed necessary by the Chargee, when requested;
- (e) to comply with all covenants and reporting requirements set out in the Commitment Letter;
- (f) to provide or comply with such other covenants and terms as the Chargee may reasonably require.

10. Amendments to Standard Charge Terms

The Standard Charge Terms No. 201125 referred to in this document were filed by Cameron Stephens Financial Corporation, and for purposes of this document, any reference in the said Standard Charge Terms to Cameron Stephens Financial Corporation should be deemed to be replaced by the name of the Chargee.

11. Prepayment Provisions

Provided that this Charge is not in default, the Chargor shall have the right to prepay the amount outstanding in accordance with the provisions of the Letter of Commitment.

12. Restriction on Transfer

In the event of the Chargor selling, transferring or conveying title or its rights to a purchaser, transferee or grantee not approved by the Chargee or in the event of a change in the legal or beneficial ownership of the Property, the Borrower or the Chargor, not approved in writing by the Chargee, then, at the sole option of the Chargee, all monies secured, together with all accrued and unpaid interest thereon and any other amounts due under this Charge shall become due and payable. This restriction shall not prevent the sale of dwelling units to bona fide home Purchasers.

13. Subsequent Financing

No financing subsequent to the Chargee's facilities shall be permitted, without the prior written consent of the Chargee.

14. Partial Discharges

The Chargor shall be entitled to partial discharges as set out in the Letter of Commitment upon payment of the partial discharge amounts set out therein, the Chargee's discharge fees as set out therein and upon payment of the Chargee's Solicitor's usual discharge fees.

15. Voting Control

The Chargor agrees that voting control of the Chargor or of any beneficial owner shall not change during the currency of this loan without the prior written consent of the Chargee.

16. Over Holding Fee

In the event that this Charge is not repaid in full, renewed or extended by the Maturity Date (as defined in the Letter of Commitment) in addition to any other rates, fees and costs to be paid pursuant to the Letter of Commitment, the Chargor shall pay to the Chargee an over holding fee, calculated daily, not in advance, commencing on the first day after the day that payment of the Loan (as defined in the Letter of Commitment) was due by not paid. The fee is calculated by multiplying 300 basis points by the authorized amount of the Loan and dividing the sum by 365 (the "Over Holding Fee").



LAND  
 REGISTRY  
 OFFICE #65

03196-0354 (LT)

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

PROPERTY DESCRIPTION: 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

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
 LT CONVERSION QUALIFIED

RECENTLY:

CONSOLIDATION FROM 03196-0072, 03196-0073, 03196-0074, 03196-0075, 03196-0076, 03196-0077, 03196-0078, 03196-0079, 03196-0080

PIN CREATION DATE:

2023/06/19

OWNERS' NAMES

1000162801 ONTARIO CORP.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 1999/07/26 **						
NOTE: THIS PROPERTY WAS RETIRED ON 2023/11/15. THIS PROPERTY IS NOW RE-ENTERED INTO THE FOLLOWING PROPERTY: 03196-0364						
IF351	1951/02/19	BYLAW				C
IF367	1952/04/28	BYLAW		THE CORPORATION OF THE TOWNSHIP OF KING		C
REMARKS: BY-LAW 951 AMENDING BY-LAW 929						
65R27353	2004/09/02	PLAN REFERENCE				C
YR3002005	2019/08/29	CHARGE	\$1,000,000	IDEAL (BC) DEVELOPMENTS INC. 2490564 ONTARIO INC. 2490568 ONTARIO INC. IDEAL (BC2) DEVELOPMENTS INC.	AMERCAN CORPORATION	C
YR3132520	2020/08/24	TRANSFER OF CHARGE		AMERCAN CORPORATION	FIERA FP REAL ESTATE FINANCING FUND, L.P.	C
REMARKS: YR3002005.						

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

03196-0354 (LT)

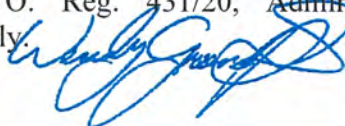
\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR3336826	2021/11/03	CHARGE	\$5,000,000	IDEAL (BC) DEVELOPMENTS INC.	AMERICAN CORPORATION	C
YR3399462	2022/03/25	TRANSFER OF CHARGE REMARKS: YR3002005. YR3132520		FIERA FP REAL ESTATE FINANCING FUND, L.P.	AMERICAN CORPORATION	C
YR3431505	2022/05/30	APL VESTING ORDER	\$30,940,488	ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST	1000162801 ONTARIO CORP.	C
YR3431506	2022/05/30	CHARGE	\$22,000,000	1000162801 ONTARIO CORP.	C & K MORTGAGE SERVICES INC.	C
YR3431507	2022/05/30	NO ASSGN RENT GEN REMARKS: YR3431506 RENTS		1000162801 ONTARIO CORP.	C & K MORTGAGE SERVICES INC.	C
YR3431553	2022/05/30	POSTPONEMENT REMARKS: YR3002005 TO YR3431506		AMERICAN CORPORATION	C & K MORTGAGE SERVICES INC.	C
YR3431554	2022/05/30	POSTPONEMENT REMARKS: YR3336826 TO YR3431506 & YR3431507.		AMERICAN CORPORATION	C & K MORTGAGE SERVICES INC.	C
YR3552285	2023/05/17	APL CONSOLIDATE		1000162801 ONTARIO CORP.		C
YR3595473	2023/09/08	NO APL ABSOLUTE		1000162801 ONTARIO CORP.		C
YR3604584	2023/10/04	CHARGE	\$27,500,000	1000162801 ONTARIO CORP.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
YR3604594	2023/10/04	POSTPONEMENT REMARKS: YR3002005 TO YR3604584		AMERICAN CORPORATION	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
YR3604595	2023/10/04	POSTPONEMENT REMARKS: YR3336826 TO YR3604584		AMERICAN CORPORATION	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
YR3605535	2023/10/05	CHARGE	\$5,000,000	1000162801 ONTARIO CORP.	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
YR3605536	2023/10/05	POSTPONEMENT REMARKS: YR3002005, YR3399462 TO YR3605535		AMERICAN CORPORATION	WPC GP I INC.	C
YR3605537	2023/10/05	POSTPONEMENT REMARKS: YR3336826 TO YR3605535		AMERICAN CORPORATION	WPC GP I INC.	C
65R40643	2023/11/15	PLAN REFERENCE				C
YR3618217	2023/11/15	APL ABSOLUTE TITLE REMARKS: RE: NOTICE YR3595473		1000162801 ONTARIO CORP.	1000162801 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.

**TAB R**

This is Exhibit "R" 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.



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*Commissioner for Taking Affidavits (or as may be)*

**WENDY GREENSPOON-SOER**

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

yyyy mm dd Page 1 of 9

**Properties**

*PIN* 13243 - 0378 LT *Interest/Estate* Fee Simple  
*Description* PART LOT 9 CONCESSION 11 (NEW SURVEY) TRAFALGAR, DESIGNATED AS PART 1, PLAN 43R37427; CITY OF MISSISSAUGA  
*Address* 6532 AND 6544 WINSTON CHURCHILL BOUL  
 MISSISSAUGA

*PIN* 13243 - 0269 LT *Interest/Estate* Fee Simple  
*Description* PCL BLOCK 19-1, SEC 43M932; BLK 19, PL 43M932; CITY OF MISSISSAUGA  
*Address* MISSISSAUGA

**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* 1000199992 ONTARIO CORP.  
*Address for Service* 5 Vernham Avenue  
 Toronto, ON M2L 2B1

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.

**Chargee(s)***Capacity**Share*

*Name* CAMERON STEPHENS MORTGAGE CAPITAL LTD.  
*Address for Service* 1700-320 Bay Street  
 Toronto, ON M5H 4A6

**Statements**

Schedule: See Schedules

**Provisions**

*Principal* \$27,500,000.00 *Currency* CDN  
*Calculation Period* monthly, not in advance  
*Balance Due Date* ON DEMAND  
*Interest Rate*  
*Payments*  
*Interest Adjustment Date*  
*Payment Date* interest only, on the 1st day of each month  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 201125  
*Insurance Amount* Full insurable value  
*Guarantor*

**Signed By**

Avrom Warren Brown 1 Adelaide Street E., Suite 801 acting for Signed 2023 12 05  
 Toronto  
 M5C 2V9  
 Chargor(s)

Tel 416-869-1234

Fax 416-869-0547

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

**Submitted By**

GARFINKLE, BIDERMAN LLP 1 Adelaide Street E., Suite 801  
 Toronto  
 M5C 2V9

2023 12 06

Tel 416-869-1234

Fax 416-869-0547

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

**Fees/Taxes/Payment**

Statutory Registration Fee	\$69.95
Total Paid	\$69.95

**File Number**

Chargee Client File Number : 6243-679

## ADDITIONAL PROVISIONS

### 1. Letter of Commitment

This Charge is given as collateral security to a letter of commitment dated February 3, 2022, as it may be amended from time to time (the "Letter of Commitment or Commitment Letter") and all loan documents delivered pursuant thereto (collectively, the Letter of Commitment or Commitment Letter and loan documents are referred to as the "Loan Documents"). Default under the Loan Documents shall constitute default under this Charge 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 and as may be available to it under the Loan Documents, statute or in law.

### 2. Due on Demand

The amount owing under this Charge shall be repayable on demand.

In the event interest is not paid as and when due, the Chargee may in its sole discretion advance monies on account of principal to the Chargor to be applied to interest owing, or capitalize the amount of interest owing (which capitalization shall not be an advance of funds) but in no event shall any such advance or capitalization by the Chargee obligate the Chargee to make any further advances or capitalizations to be applied to interest or otherwise.

### 3. Default

In addition to any other Default Clauses set out in this Charge, or in the Standard Charge Terms referred to herein, the monies hereby secured, together with interest thereon as aforesaid, shall become payable and the security hereby constituted shall become enforceable immediately upon demand by the Chargee or the occurrence or happening of any of the following events ("Event(s) of Default"):

- (a) the Chargor makes default in the payment of the principal, interest or other monies hereby secured or any principal or interest payment and other monies owed by it to the Chargee whether secured by this Charge or not;
- (b) the Chargor makes material default in the observance or performance of any written covenant or undertaking heretofore or hereafter given by it to the Chargee, whether contained herein or not and pertaining to the assets or the financial condition of the Chargor and such default has not been cured within fifteen (15) days of written notice thereof being delivered to the Chargor;
- (c) if any statement, information (oral or written) or representation heretofore or hereafter made or given by or on behalf of the Chargor to the Chargee and pertaining to the assets or the financial condition of the Chargor, and whether contained herein or not is false, inaccurate and/or misleading in any material respect;
- (d) an order is made or an effective resolution passed for the winding-up, liquidation, amalgamation or reorganization of the Chargor, or a petition is filed for the winding up of the Chargor;
- (e) the Chargor becomes insolvent or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency; or the Chargor makes a bulk sale of its assets; or a bankruptcy petition or receiving order is filed or presented against the Chargor;
- (f) any proceedings with respect to the Chargor are commenced under the Companies' Creditors Arrangement Act;
- (g) any execution, sequestration, extent or any other process of any Court becomes enforceable against the Chargor or a distress or analogous process is levied upon the property and assets of the Chargor or any part thereof, which in the opinion of the Chargee is a substantial part, and remains unsatisfied for such period as would permit such property to be sold thereunder, less two (2) business days, provided that such process is not in good faith disputed and, in that event, if the Chargor shall desire to contest such process it shall give security to the Chargee which, in the absolute discretion of the Chargee, shall be deemed sufficient to pay in full the amount claimed in the event it shall be held to be a valid claim;

- (h) the Chargor ceases or threatens to cease to carry on its business or the Chargor commits or threatens to commit any act of bankruptcy or insolvency;
- (i) the property hereby mortgaged and charged or any part thereof, other than sales of lots or units containing fully completed single family dwellings to bona fide purchasers for value, prior approved in writing by the Chargee, are sold by the Chargor or if there is a change in the present effective voting control of the Chargor or a change in the beneficial ownership of the Chargor or the assets or any one of them;
- (j) the monies secured hereby, together with interest thereon shall not be repaid to the Chargee on demand;
- (k) the Chargor makes any default with regard to any provision of the Commitment Letter.

#### 4. Chargee May Remedy Default

If the Chargor should fail to perform any covenant or agreement of the Chargor hereunder, the Chargee may itself perform or cause to be performed such covenant or agreement and all expenses incurred or payments made by the Chargee in so doing, together with interest thereon at the rate set forth herein, shall be added to the indebtedness secured herein and shall be paid by the Chargor and be secured by this Charge together with all other indebtedness secured thereby, provided however that the foregoing shall not in any way be interpreted as an obligation of the Chargee.

#### 5. Construction Liens

Provided also that upon the registration of any construction lien against title to the charged property which is not discharged within a period of ten (10) days from the registration thereof, all monies hereby secured shall, at the option of the Chargee, forthwith become due and payable.

The Chargee may at its option, withhold from any advances for which the Chargor may have qualified, such holdbacks as the Chargee in its sole discretion, considers advisable to protect its position under the provisions of the Construction Lien Act, 1990, so as to secure its priority over any construction liens, until the Chargee is fully satisfied that all construction lien periods have expired and that there are no preserved or perfected liens outstanding. Nothing in this clause shall be construed to make the Chargee an "owner" or "payer" as defined under the Construction Lien Act, 1990, nor shall there be, or be deemed to be, any obligation by the Chargee to retain any holdback which may be required by the said legislation. Any holdback which may be required to be made by the owner or payer shall remain solely the Chargor's obligation. The Chargor hereby covenants and agrees to comply in all respects with the provisions of the Construction Lien Act, 1990.

#### 6. Construction Loan

Provided that the Chargor and Chargee agree that if this is a construction loan, the following conditions shall apply:

- (a) the Chargor further covenants that all installation of services and construction on the lands hereby secured shall be carried out by reputable contractors with sufficient experience in a project of this nature and size, which contractors must be approved by the Chargee and which approval shall not be unreasonably withheld.
- (b) that the installation of services and the construction of dwellings on the said lands, once having been commenced, shall be continued in a good and workmanlike manner, with all due diligence and in substantial accordance with the plans and specifications delivered to the Chargee and to the satisfaction of the Municipality and all governmental and regulatory authorities having jurisdiction.
- (c) provided that should the servicing and construction on the said lands cease for any reason whatsoever (strike, material shortages, weather and conditions or circumstances beyond the control of the Chargor excepted), for a period of fifteen (15) consecutive days unless explained to the satisfaction of the Chargee acting reasonably (Saturdays, Sundays and Statutory holidays excepted), then the monies hereby secured, at the option of the Chargee 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 servicing and construction of the project on the said lands in such manner and on such terms as it deems advisable. The cost of completion of servicing and construction of the project by the Chargee and all expenses incidental thereto shall be added to the principal amount of the 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 said management fee shall bear interest at the rate as herein provided for and shall form part of the principal secured hereunder and the Chargee shall have the same rights and remedies with respect to collection of same as it would have with respect to collection of principal and interest hereunder or at law.

- (d) at the option of the Chargee, at all times there shall be a holdback of ten percent (10%) with respect to work already completed.
- (e) all advances which are made from time to time hereunder shall be based on Certificate of the Chargee's agents prepared at the expense of the Chargor, which 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 servicing to the date of such Certificate shall be in accordance with the approved plans and specifications for the said construction and further, in a good and workmanlike manner and in accordance with the permits issued for such servicing and construction and in accordance with all municipal and other governmental requirements of any authority having jurisdiction pertaining to such servicing and construction and there shall be no outstanding work orders or other requirements pertaining to servicing and construction on the said lands. Such Certificates with respect to any values shall not include materials on the site which are not incorporated into the buildings or the services.

## 7. Environmental

- (a) The following terms have the following meanings in this Section:
  - (i) "Applicable Environmental Laws" means all federal, provincial, municipal and other laws, statutes, regulations, by-laws and codes and all international treaties and agreements, now or hereafter in existence, intended to protect the environment or relating to Hazardous Material (as hereinafter defined), including without limitation the *Environmental Protection Act (Ontario)*, as amended from time to time (the "EPA"), and the *Canadian Environmental Protection Act*, as amended from time to time (the "CEPA"); and
  - (ii) "Hazardous Material" means, collectively, any contaminant (as defined in the EPA), toxic substance (as defined in the CEPA), dangerous goods (as defined in the *Transportation of Dangerous Goods Act (Canada)*, as amended from time to time) or pollutant or any other substance which when released to the natural environment is likely to cause, at some immediate or future time, material harm or degradation to the natural environment or material risk to human health.
- (b) The Chargor hereby represents and warrants that:
  - (i) neither the Chargor nor, to its knowledge, after due enquiry, any other person, firm or corporation (including without limitation any tenant or previous tenant or occupant of the Lands or any part thereof) has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the lands;
  - (ii) the business and assets of the Chargor are in compliance with all Applicable Environmental Laws;
  - (iii) no control order, stop order, minister's order, preventative order or other enforcement action has been threatened or issued or is pending by any governmental agency in respect of the Lands and Applicable Environmental Laws; and

- (iv) the Chargor has not received notice nor has any knowledge of any action or proceeding, threatened or pending, relating to the existence in, or under the Lands or on the property adjoining the Lands of, or the spilling, discharge or emission on or from the Lands or any such adjoining property of, any Hazardous Material.
- (c) The Chargor covenants that:
- (i) the Chargor will not cause or knowingly permit to occur, a discharge, spillage, uncontrolled loss, seepage or filtration of any Hazardous Material at, upon, under, into or within the Lands or any contiguous real estate or any body of water on or flowing through or contiguous to the Lands;
  - (ii) the Chargor shall, and shall cause any person permitted by the Chargor to use or occupy the Lands or any part thereof, to continue to operate its business and assets located on the Lands in compliance with the Applicable Environmental Laws and shall permit the Chargee to review and copy any records of the Chargor insofar as they relate to the Lands at any time and from time to time to ensure such compliance;
  - (iii) the Chargor will not be involved in operations at or in the Lands which could lead to the imposition on the Chargor of liability under the Applicable Environmental Laws or the issuance of any order under the Applicable Environmental Laws to stop discharging, shut down, clean-up or decommission or the creation of a lien on the Lands under any of the Applicable Environmental Laws;
  - (iv) the Chargor will not knowingly permit any tenant or occupant of the Lands to engage in any activity that could lead to the imposition of liability on such tenant or occupant or the Chargor of liability under the Applicable Environmental Laws or the issuance of any order under the Applicable Environmental Laws to stop discharging, shut down, clean-up or decommission or the creation of a lien on the Lands under any Applicable Environmental Laws;
  - (v) the Chargor shall strictly comply with the requirements of the Applicable Environmental Laws (including, but not limited to obtaining any permits, licenses or similar authorizations to construct, occupy, operate or use the Lands or any fixtures or equipment located thereon by reason of the Applicable Environmental Laws) and shall notify the Chargee promptly in the event of any spill or location of Hazardous Material upon the Lands, and shall promptly forward to the Chargee copies of all orders, notices, permits, applications or other communications and reports in connection with any spill or other matters relating to the Applicable Environmental Laws, as they may affect the Lands;
  - (vi) the Chargor shall remove any Hazardous Material (or if removal is prohibited by law, to take whichever action is required by law) promptly upon discovery at its sole expense;
  - (vii) the Chargor will not install on the Lands, nor knowingly permit to be installed on the Lands, asbestos or any substance containing asbestos deemed hazardous by any Applicable Environmental Law; and
  - (viii) the Chargor will at its own expense carry out such investigations and tests as the Chargee may reasonably require from time to time in connection with environmental matters.
- (d) The Chargor hereby indemnifies and holds harmless the Chargee, its officers, directors, employees, agents, shareholders and any receiver or receiver and manager appointed by or on the application of the Chargee (the "**Indemnified Persons**") from and against and shall reimburse the Chargee for any and all losses, liabilities, claims, damages, costs and expenses, including legal fees and disbursements, suffered, incurred by or assessed against any of the Indemnified Persons whether as holder of the within Charge, as mortgagee in possession, as

successor in interest to the Chargor as owner of the Lands by virtue of foreclosure or acceptance of a deed in lieu of foreclosure or otherwise:

- (i) under or on account of the Applicable Environmental Laws, including the assertion of any lien thereunder;
- (ii) for, with respect to, or as a result of, the presence on or under, or the discharge, emission, spill or disposal from, the Lands or into or upon any land, the atmosphere, or any watercourse, body or water or wetland, of any Hazardous Material where a source of the Hazardous Material is the Lands including, without limitation:
  - a. the costs of defending and/or counterclaiming or claiming over against third parties in respect of any action or matter; and
  - b. any costs, liability or damage arising out of a settlement of any action entered into by the Chargee;
- (iii) in complying with or otherwise in connection with any order, consent, decree, settlement, judgment or verdict arising from the deposit, storage, disposal, burial, dumping, injecting, spilling, leaking, or other placement or release in, on or from the Lands of any Hazardous Material (including without limitation any order under the Applicable Environmental Laws to clean-up, decommission or pay for any clean-up or decommissioning), whether or not such deposit, storage, disposal, burial, dumping, injecting, spilling, leaking or other placement or release in, on or from the Lands of any Hazardous Material:
  - a. resulted by, through or under the Chargor; or
  - b. occurred with the Chargor's knowledge and consent; or
  - c. occurred before or after the date of this Charge, whether with or without the Chargor's knowledge.

The provisions of this paragraph shall survive foreclosure of this Charge and satisfaction and release of this Charge and satisfaction and repayment of the amount secured hereunder. Any amounts for which the Chargor shall become liable to the Chargee under this paragraph shall, if paid by the Indemnified Person, bear interest from the date of payment at the interest rate stipulated herein and together with such interest shall be secured hereunder.

- (e) In the event of any spill of Hazardous Material affecting the Lands, whether or not the same originated or emanates from the Lands, or if the Chargor fails to comply with any of the requirements of the Applicable Environmental Laws, the Chargee may at its election, but without the obligation so to do, give such notices and cause such work to be performed at the Lands and take any and all other actions as the Chargee shall deem necessary or advisable in order to remedy said spill or Hazardous Material or cure said failure of compliance and any amounts paid as a result thereof, together with interest thereon at the interest rate stipulated herein from the date of payment by the Chargee shall be immediately due and payable by the Chargor to the Chargee and until paid shall be added to and become a part of the amount secured hereunder.

## 8. Letters of Credit

The parties hereto acknowledge and agree that this Charge shall also secure payment by the Chargor to the Chargee of all amounts advanced by the Chargee pursuant to or by way of issuance of any letters of credit, renewals thereof, substitutions therefor and accretions thereto or pursuant to similar instruments issued at the Chargor's request or on its behalf and issued by the Chargee or on behalf of or at the request of or upon the credit of the Chargee and the total amount of such letters of credit shall be deemed to have been advanced and fully secured by this Charge

from the date of the issuance of such letters of credit, regardless of when or whether such letters of credit are called upon by the holder(s) thereof. In the event of the enforcement or exercise by the Chargee of any of the remedies or rights provided for in this Charge, the Chargee shall be entitled to retain and shall not be liable to pay or account to the Chargor or any other party in respect of the full amount of any outstanding letters of credit from the proceeds of such enforcement or exercise until such time as the letters of credit have expired, have been cancelled and have been surrendered to the Lender or the issuer(s) thereof.

9. Miscellaneous

The Chargor agrees as follows:

- (a) to maintain the project in good repair and in a state of good operating efficiency;
- (b) to pay taxes, utilities and other operating and maintenance costs and provide evidence thereof to the Chargee;
- (c) to perform all governmental requirements and obligations as required;
- (d) to deliver to the Chargee all reasonable financial information deemed necessary by the Chargee, when requested;
- (e) to comply with all covenants and reporting requirements set out in the Commitment Letter;
- (f) to provide or comply with such other covenants and terms as the Chargee may reasonably require.

10. Amendments to Standard Charge Terms

The Standard Charge Terms No. 201125 referred to in this document were filed by Cameron Stephens Financial Corporation, and for purposes of this document, any reference in the said Standard Charge Terms to Cameron Stephens Financial Corporation should be deemed to be replaced by the name of the Chargee.

11. Prepayment Provisions

Provided that this Charge is not in default, the Chargor shall have the right to prepay the amount outstanding in accordance with the provisions of the Letter of Commitment.

12. Restriction on Transfer

In the event of the Chargor selling, transferring or conveying title or its rights to a purchaser, transferee or grantee not approved by the Chargee or in the event of a change in the legal or beneficial ownership of the Property, the Borrower or the Chargor, not approved in writing by the Chargee, then, at the sole option of the Chargee, all monies secured, together with all accrued and unpaid interest thereon and any other amounts due under this Charge shall become due and payable. This restriction shall not prevent the sale of dwelling units to bona fide home Purchasers.

13. Subsequent Financing

No financing subsequent to the Chargee's facilities shall be permitted, without the prior written consent of the Chargee.

14. Partial Discharges

The Chargor shall be entitled to partial discharges as set out in the Letter of Commitment upon payment of the partial discharge amounts set out therein, the Chargee's discharge fees as set out therein and upon payment of the Chargee's Solicitor's usual discharge fees.

15. Voting Control

The Chargor agrees that voting control of the Chargor or of any beneficial owner shall not change during the currency of this loan without the prior written consent of the Chargee.

16. Over Holding Fee

In the event that this Charge is not repaid in full, renewed or extended by the Maturity Date (as defined in the Letter of Commitment) in addition to any other rates, fees and costs to be paid pursuant to the Letter of Commitment, the Chargor shall pay to the Chargee an over holding fee, calculated daily, not in advance, commencing on the first day after the day that payment of the Loan (as defined in the Letter of Commitment) was due by not paid. The fee is calculated by multiplying 300 basis points by the authorized amount of the Loan and dividing the sum by 365 (the "Over Holding Fee").

LAND  
REGISTRY  
OFFICE #43

13243-0378 (LT)

PAGE 1 OF 2  
PREPARED FOR WGreenspoon  
ON 2023/12/04 AT 22:26:10

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

**PROPERTY DESCRIPTION:** PART LOT 9 CONCESSION 11 (NEW SURVEY) TRAFALGAR, DESIGNATED AS PART 1, PLAN 43R37427; CITY OF MISSISSAUGA

**PROPERTY REMARKS:** FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2016/11/24.

**ESTATE/QUALIFIER:** FEE SIMPLE  
LT ABSOLUTE PLUS

**RECENTLY:** RE-ENTRY FROM 13243-0377

**PIN CREATION DATE:**  
2016/11/24

**OWNERS' NAMES** 1000199992 ONTARIO CORP.

**CAPACITY SHARE** ROWN

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 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
TR353603	1973/01/15	NOTICE				C
REMARKS: "AMENDMENT TO TORONTO-MALTON AIRPORT ZONING REGULATIONS" - "ADDED 97/12/02, S. DARKEVICS".						
LT2057426	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
REMARKS: PEARSON AIRPORT ZONING REGULATION						
PR2907448	2016/05/03	APL CONSOLIDATE		IDEAL (WC) DEVELOPMENTS INC.		C
43R37427	2016/11/23	PLAN REFERENCE				C
PR3034033	2016/11/24	APL ABSOLUTE TITLE		IDEAL (WC) DEVELOPMENTS INC.		C
REMARKS: PR2965058 & PR3015465						
PR3114761	2017/04/24	CHARGE	\$1,000,000	IDEAL (WC) DEVELOPMENTS INC.	AMERICAN CORPORATION	C
PR3799133	2021/03/16	NOTICE		IDEAL (WC) DEVELOPMENTS INC.	AMERICAN CORPORATION	C
REMARKS: AMENDS PR3114761						
PR3799134	2021/03/16	CHARGE	\$2,300,000	IDEAL (WC) DEVELOPMENTS INC.	DRAGON HOLDING GLOBAL REAL ESTATE FUNDS INC.	C
PR4083437	2022/07/11	APL VESTING ORDER	\$12,125,000	ONTARIO SUPERIOR COURT OF JUSTICE	1000199992 ONTARIO CORP.	C
REMARKS: PR3308660, PR3308661, PR3308694, PR3937041 & PR3976090.						
PR4083453	2022/07/12	CHARGE	\$8,000,000	1000199992 ONTARIO CORP.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
PR4083458	2022/07/12	NO ASSGN RENT GEN		1000199992 ONTARIO CORP.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

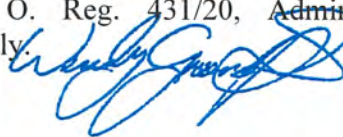
NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD	
		<i>REMARKS: PR4083453</i>					
PR4083460	2022/07/12	POSTPONEMENT		AMERICAN CORPORATION	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C	
		<i>REMARKS: PR3114761 TO PR4083453</i>					
PR4083461	2022/07/12	POSTPONEMENT		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C	
		<i>REMARKS: PR3799134 TO PR4083453</i>					
PR4277878	2023/11/28	CHARGE	\$5,000,000	1000199992 ONTARIO CORP.	WPC GP I INC.		

**TAB S**

This is Exhibit "S" 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.



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*Commissioner for Taking Affidavits (or as may be)*

**WENDY GREENSPOON-SOER**

**Properties**

*PIN* 44217 - 0323 LT *Interest/Estate* Fee Simple  
*Description* ISLAND 105 PL 120 IN THE ST. LAWRENCE RIVER IN FRONT TWP OF ESCOTT;  
 LEEDS/THOUSAND ISLANDS  
*Address* BABY TAR ISLAND  
 MALLORYTOWN

**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* AMERCAN CORPORATION  
*Address for Service* 5 Vernham Avenue  
 Toronto, ON M2L 2B1

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.

**Chargee(s)** *Capacity* *Share*

*Name* CAMERON STEPHENS MORTGAGE CAPITAL LTD.  
*Address for Service* 1700-320 Bay Street  
 Toronto, ON M5H 4A6

**Statements**

Schedule: See Schedules

**Provisions**

*Principal* \$3,500,000.00 *Currency* CDN  
*Calculation Period* monthly, not in advance  
*Balance Due Date* ON DEMAND  
*Interest Rate*  
*Payments*  
*Interest Adjustment Date*  
*Payment Date* interest only, on the 1st day of each month  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 201125  
*Insurance Amount* Full insurable value  
*Guarantor*

**Signed By**

Avrom Warren Brown 1 Adelaide Street E., Suite 801 acting for Signed 2023 10 04  
 Toronto Chargor(s)  
 M5C 2V9

Tel 416-869-1234  
 Fax 416-869-0547

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

**Submitted By**

GARFINKLE, BIDERMAN LLP 1 Adelaide Street E., Suite 801 2023 10 04  
 Toronto  
 M5C 2V9

Tel 416-869-1234  
 Fax 416-869-0547

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$69.00  
*Total Paid* \$69.00

LRO # 28 Charge/Mortgage

Received as LE151392 on 2023 10 04 at 11:21

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

yyyy mm dd Page 2 of 9

**File Number**

Chargee Client File Number : 6243-679

## ADDITIONAL PROVISIONS

### 1. Letter of Commitment

This Charge is given as collateral security to a letter of commitment dated February 3, 2022, as it may be amended from time to time (the "Letter of Commitment or Commitment Letter") and all loan documents delivered pursuant thereto (collectively, the Letter of Commitment or Commitment Letter and loan documents are referred to as the "Loan Documents"). Default under the Loan Documents shall constitute default under this Charge 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 and as may be available to it under the Loan Documents, statute or in law.

### 2. Due on Demand

The amount owing under this Charge shall be repayable on demand.

In the event interest is not paid as and when due, the Chargee may in its sole discretion advance monies on account of principal to the Chargor to be applied to interest owing, or capitalize the amount of interest owing (which capitalization shall not be an advance of funds) but in no event shall any such advance or capitalization by the Chargee obligate the Chargee to make any further advances or capitalizations to be applied to interest or otherwise.

### 3. Default

In addition to any other Default Clauses set out in this Charge, or in the Standard Charge Terms referred to herein, the monies hereby secured, together with interest thereon as aforesaid, shall become payable and the security hereby constituted shall become enforceable immediately upon demand by the Chargee or the occurrence or happening of any of the following events ("Event(s) of Default"):

- (a) the Chargor makes default in the payment of the principal, interest or other monies hereby secured or any principal or interest payment and other monies owed by it to the Chargee whether secured by this Charge or not;
- (b) the Chargor makes material default in the observance or performance of any written covenant or undertaking heretofore or hereafter given by it to the Chargee, whether contained herein or not and pertaining to the assets or the financial condition of the Chargor and such default has not been cured within fifteen (15) days of written notice thereof being delivered to the Chargor;
- (c) if any statement, information (oral or written) or representation heretofore or hereafter made or given by or on behalf of the Chargor to the Chargee and pertaining to the assets or the financial condition of the Chargor, and whether contained herein or not is false, inaccurate and/or misleading in any material respect;
- (d) an order is made or an effective resolution passed for the winding-up, liquidation, amalgamation or reorganization of the Chargor, or a petition is filed for the winding up of the Chargor;
- (e) the Chargor becomes insolvent or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency; or the Chargor makes a bulk sale of its assets; or a bankruptcy petition or receiving order is filed or presented against the Chargor;
- (f) any proceedings with respect to the Chargor are commenced under the Companies' Creditors Arrangement Act;
- (g) any execution, sequestration, extent or any other process of any Court becomes enforceable against the Chargor or a distress or analogous process is levied upon the property and assets of the Chargor or any part thereof, which in the opinion of the Chargee is a substantial part, and remains unsatisfied for such period as would permit such property to be sold thereunder, less two (2) business days, provided that such process is not in good faith disputed and, in that event, if the Chargor shall desire to contest such process it shall give security to the Chargee which, in the absolute discretion of the Chargee, shall be deemed sufficient to pay in full the amount claimed in the event it shall be held to be a valid claim;

- (h) the Chargor ceases or threatens to cease to carry on its business or the Chargor commits or threatens to commit any act of bankruptcy or insolvency;
- (i) the property hereby mortgaged and charged or any part thereof, other than sales of lots or units containing fully completed single family dwellings to bona fide purchasers for value, prior approved in writing by the Chargee, are sold by the Chargor or if there is a change in the present effective voting control of the Chargor or a change in the beneficial ownership of the Chargor or the assets or any one of them;
- (j) the monies secured hereby, together with interest thereon shall not be repaid to the Chargee on demand;
- (k) the Chargor makes any default with regard to any provision of the Commitment Letter.

#### 4. Chargee May Remedy Default

If the Chargor should fail to perform any covenant or agreement of the Chargor hereunder, the Chargee may itself perform or cause to be performed such covenant or agreement and all expenses incurred or payments made by the Chargee in so doing, together with interest thereon at the rate set forth herein, shall be added to the indebtedness secured herein and shall be paid by the Chargor and be secured by this Charge together with all other indebtedness secured thereby, provided however that the foregoing shall not in any way be interpreted as an obligation of the Chargee.

#### 5. Construction Liens

Provided also that upon the registration of any construction lien against title to the charged property which is not discharged within a period of ten (10) days from the registration thereof, all monies hereby secured shall, at the option of the Chargee, forthwith become due and payable.

The Chargee may at its option, withhold from any advances for which the Chargor may have qualified, such holdbacks as the Chargee in its sole discretion, considers advisable to protect its position under the provisions of the Construction Lien Act, 1990, so as to secure its priority over any construction liens, until the Chargee is fully satisfied that all construction lien periods have expired and that there are no preserved or perfected liens outstanding. Nothing in this clause shall be construed to make the Chargee an "owner" or "payer" as defined under the Construction Lien Act, 1990, nor shall there be, or be deemed to be, any obligation by the Chargee to retain any holdback which may be required by the said legislation. Any holdback which may be required to be made by the owner or payer shall remain solely the Chargor's obligation. The Chargor hereby covenants and agrees to comply in all respects with the provisions of the Construction Lien Act, 1990.

#### 6. Construction Loan

Provided that the Chargor and Chargee agree that if this is a construction loan, the following conditions shall apply:

- (a) the Chargor further covenants that all installation of services and construction on the lands hereby secured shall be carried out by reputable contractors with sufficient experience in a project of this nature and size, which contractors must be approved by the Chargee and which approval shall not be unreasonably withheld.
- (b) that the installation of services and the construction of dwellings on the said lands, once having been commenced, shall be continued in a good and workmanlike manner, with all due diligence and in substantial accordance with the plans and specifications delivered to the Chargee and to the satisfaction of the Municipality and all governmental and regulatory authorities having jurisdiction.
- (c) provided that should the servicing and construction on the said lands cease for any reason whatsoever (strike, material shortages, weather and conditions or circumstances beyond the control of the Chargor excepted), for a period of fifteen (15) consecutive days unless explained to the satisfaction of the Chargee acting reasonably (Saturdays, Sundays and Statutory holidays excepted), then the monies hereby secured, at the option of the Chargee 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 servicing and construction of the project on the said lands in such manner and on such terms as it deems advisable. The cost of completion of servicing and construction of the project by the Chargee and all expenses incidental thereto shall be added to the principal amount of the 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 said management fee shall bear interest at the rate as herein provided for and shall form part of the principal secured hereunder and the Chargee shall have the same rights and remedies with respect to collection of same as it would have with respect to collection of principal and interest hereunder or at law.

- (d) at the option of the Chargee, at all times there shall be a holdback of ten percent (10%) with respect to work already completed.
- (c) all advances which are made from time to time hereunder shall be based on Certificate of the Chargee's agents prepared at the expense of the Chargor, which 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 servicing to the date of such Certificate shall be in accordance with the approved plans and specifications for the said construction and further, in a good and workmanlike manner and in accordance with the permits issued for such servicing and construction and in accordance with all municipal and other governmental requirements of any authority having jurisdiction pertaining to such servicing and construction and there shall be no outstanding work orders or other requirements pertaining to servicing and construction on the said lands. Such Certificates with respect to any values shall not include materials on the site which are not incorporated into the buildings or the services.

#### 7. Environmental

- (a) The following terms have the following meanings in this Section:
  - (i) "Applicable Environmental Laws" means all federal, provincial, municipal and other laws, statutes, regulations, by-laws and codes and all international treaties and agreements, now or hereafter in existence, intended to protect the environment or relating to Hazardous Material (as hereinafter defined), including without limitation the *Environmental Protection Act (Ontario)*, as amended from time to time (the "EPA"), and the *Canadian Environmental Protection Act*, as amended from time to time (the "CEPA"); and
  - (ii) "Hazardous Material" means, collectively, any contaminant (as defined in the EPA), toxic substance (as defined in the CEPA), dangerous goods (as defined in the *Transportation of Dangerous Goods Act (Canada)*, as amended from time to time) or pollutant or any other substance which when released to the natural environment is likely to cause, at some immediate or future time, material harm or degradation to the natural environment or material risk to human health.
- (b) The Chargor hereby represents and warrants that:
  - (i) neither the Chargor nor, to its knowledge, after due enquiry, any other person, firm or corporation (including without limitation any tenant or previous tenant or occupant of the Lands or any part thereof) has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the lands;
  - (ii) the business and assets of the Chargor are in compliance with all Applicable Environmental Laws;
  - (iii) no control order, stop order, minister's order, preventative order or other enforcement action has been threatened or issued or is pending by any governmental agency in respect of the Lands and Applicable Environmental Laws; and

- (iv) the Chargor has not received notice nor has any knowledge of any action or proceeding, threatened or pending, relating to the existence in, or under the Lands or on the property adjoining the Lands of, or the spilling, discharge or emission on or from the Lands or any such adjoining property of, any Hazardous Material.
- (c) The Chargor covenants that:
- (i) the Chargor will not cause or knowingly permit to occur, a discharge, spillage, uncontrolled loss, seepage or filtration of any Hazardous Material at, upon, under, into or within the Lands or any contiguous real estate or any body of water on or flowing through or contiguous to the Lands;
  - (ii) the Chargor shall, and shall cause any person permitted by the Chargor to use or occupy the Lands or any part thereof, to continue to operate its business and assets located on the Lands in compliance with the Applicable Environmental Laws and shall permit the Chargee to review and copy any records of the Chargor insofar as they relate to the Lands at any time and from time to time to ensure such compliance;
  - (iii) the Chargor will not be involved in operations at or in the Lands which could lead to the imposition on the Chargor of liability under the Applicable Environmental Laws or the issuance of any order under the Applicable Environmental Laws to stop discharging, shut down, clean-up or decommission or the creation of a lien on the Lands under any of the Applicable Environmental Laws;
  - (iv) the Chargor will not knowingly permit any tenant or occupant of the Lands to engage in any activity that could lead to the imposition of liability on such tenant or occupant or the Chargor of liability under the Applicable Environmental Laws or the issuance of any order under the Applicable Environmental Laws to stop discharging, shut down, clean-up or decommission or the creation of a lien on the Lands under any Applicable Environmental Laws;
  - (v) the Chargor shall strictly comply with the requirements of the Applicable Environmental Laws (including, but not limited to obtaining any permits, licenses or similar authorizations to construct, occupy, operate or use the Lands or any fixtures or equipment located thereon by reason of the Applicable Environmental Laws) and shall notify the Chargee promptly in the event of any spill or location of Hazardous Material upon the Lands, and shall promptly forward to the Chargee copies of all orders, notices, permits, applications or other communications and reports in connection with any spill or other matters relating to the Applicable Environmental Laws, as they may affect the Lands;
  - (vi) the Chargor shall remove any Hazardous Material (or if removal is prohibited by law, to take whichever action is required by law) promptly upon discovery at its sole expense;
  - (vii) the Chargor will not install on the Lands, nor knowingly permit to be installed on the Lands, asbestos or any substance containing asbestos deemed hazardous by any Applicable Environmental Law; and
  - (viii) the Chargor will at its own expense carry out such investigations and tests as the Chargee may reasonably require from time to time in connection with environmental matters.
- (d) The Chargor hereby indemnifies and holds harmless the Chargee, its officers, directors, employees, agents, shareholders and any receiver or receiver and manager appointed by or on the application of the Chargee (the "**Indemnified Persons**") from and against and shall reimburse the Chargee for any and all losses, liabilities, claims, damages, costs and expenses, including legal fees and disbursements, suffered, incurred by or assessed against any of the Indemnified Persons whether as holder of the within Charge, as mortgagee in possession, as

successor in interest to the Chargor as owner of the Lands by virtue of foreclosure or acceptance of a deed in lieu of foreclosure or otherwise:

- (i) under or on account of the Applicable Environmental Laws, including the assertion of any lien thereunder;
- (ii) for, with respect to, or as a result of, the presence on or under, or the discharge, emission, spill or disposal from, the Lands or into or upon any land, the atmosphere, or any watercourse, body or water or wetland, of any Hazardous Material where a source of the Hazardous Material is the Lands including, without limitation:
  - a. the costs of defending and/or counterclaiming or claiming over against third parties in respect of any action or matter; and
  - b. any costs, liability or damage arising out of a settlement of any action entered into by the Chargee;
- (iii) in complying with or otherwise in connection with any order, consent, decree, settlement, judgment or verdict arising from the deposit, storage, disposal, burial, dumping, injecting, spilling, leaking, or other placement or release in, on or from the Lands of any Hazardous Material (including without limitation any order under the Applicable Environmental Laws to clean-up, decommission or pay for any clean-up or decommissioning), whether or not such deposit, storage, disposal, burial, dumping, injecting, spilling, leaking or other placement or release in, on or from the Lands of any Hazardous Material:
  - a. resulted by, through or under the Chargor; or
  - b. occurred with the Chargor's knowledge and consent; or
  - c. occurred before or after the date of this Charge, whether with or without the Chargor's knowledge.

The provisions of this paragraph shall survive foreclosure of this Charge and satisfaction and release of this Charge and satisfaction and repayment of the amount secured hereunder. Any amounts for which the Chargor shall become liable to the Chargee under this paragraph shall, if paid by the Indemnified Person, bear interest from the date of payment at the interest rate stipulated herein and together with such interest shall be secured hereunder.

- (e) In the event of any spill of Hazardous Material affecting the Lands, whether or not the same originated or emanates from the Lands, or if the Chargor fails to comply with any of the requirements of the Applicable Environmental Laws, the Chargee may at its election, but without the obligation so to do, give such notices and cause such work to be performed at the Lands and take any and all other actions as the Chargee shall deem necessary or advisable in order to remedy said spill or Hazardous Material or cure said failure of compliance and any amounts paid as a result thereof, together with interest thereon at the interest rate stipulated herein from the date of payment by the Chargee shall be immediately due and payable by the Chargor to the Chargee and until paid shall be added to and become a part of the amount secured hereunder.

#### 8. Letters of Credit

The parties hereto acknowledge and agree that this Charge shall also secure payment by the Chargor to the Chargee of all amounts advanced by the Chargee pursuant to or by way of issuance of any letters of credit, renewals thereof, substitutions therefor and accretions thereto or pursuant to similar instruments issued at the Chargor's request or on its behalf and issued by the Chargee or on behalf of or at the request of or upon the credit of the Chargee and the total amount of such letters of credit shall be deemed to have been advanced and fully secured by this Charge

from the date of the issuance of such letters of credit, regardless of when or whether such letters of credit are called upon by the holder(s) thereof. In the event of the enforcement or exercise by the Chargee of any of the remedies or rights provided for in this Charge, the Chargee shall be entitled to retain and shall not be liable to pay or account to the Chargor or any other party in respect of the full amount of any outstanding letters of credit from the proceeds of such enforcement or exercise until such time as the letters of credit have expired, have been cancelled and have been surrendered to the Lender or the issuer(s) thereof.

9. Miscellaneous

The Chargor agrees as follows:

- (a) to maintain the project in good repair and in a state of good operating efficiency;
- (b) to pay taxes, utilities and other operating and maintenance costs and provide evidence thereof to the Chargee;
- (c) to perform all governmental requirements and obligations as required;
- (d) to deliver to the Chargee all reasonable financial information deemed necessary by the Chargee, when requested;
- (e) to comply with all covenants and reporting requirements set out in the Commitment Letter;
- (f) to provide or comply with such other covenants and terms as the Chargee may reasonably require.

10. Amendments to Standard Charge Terms

The Standard Charge Terms No. 201125 referred to in this document were filed by Cameron Stephens Financial Corporation, and for purposes of this document, any reference in the said Standard Charge Terms to Cameron Stephens Financial Corporation should be deemed to be replaced by the name of the Chargee.

11. Prepayment Provisions

Provided that this Charge is not in default, the Chargor shall have the right to prepay the amount outstanding in accordance with the provisions of the Letter of Commitment.

12. Restriction on Transfer

In the event of the Chargor selling, transferring or conveying title or its rights to a purchaser, transferee or grantee not approved by the Chargee or in the event of a change in the legal or beneficial ownership of the Property, the Borrower or the Chargor, not approved in writing by the Chargee, then, at the sole option of the Chargee, all monies secured, together with all accrued and unpaid interest thereon and any other amounts due under this Charge shall become due and payable. This restriction shall not prevent the sale of dwelling units to bona fide home Purchasers.

13. Subsequent Financing

No financing subsequent to the Chargee's facilities shall be permitted, without the prior written consent of the Chargee.

14. Partial Discharges

The Chargor shall be entitled to partial discharges as set out in the Letter of Commitment upon payment of the partial discharge amounts set out therein, the Chargee's discharge fees as set out therein and upon payment of the Chargee's Solicitor's usual discharge fees.

15. Voting Control

The Chargor agrees that voting control of the Chargor or of any beneficial owner shall not change during the currency of this loan without the prior written consent of the Chargee.

16. Over Holding Fee

In the event that this Charge is not repaid in full, renewed or extended by the Maturity Date (as defined in the Letter of Commitment) in addition to any other rates, fees and costs to be paid pursuant to the Letter of Commitment, the Chargor shall pay to the Chargee an over holding fee, calculated daily, not in advance, commencing on the first day after the day that payment of the Loan (as defined in the Letter of Commitment) was due by not paid. The fee is calculated by multiplying 300 basis points by the authorized amount of the Loan and dividing the sum by 365 (the "Over Holding Fee").



LAND  
 REGISTRY  
 OFFICE #28

44217-0323 (LT)

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

PROPERTY DESCRIPTION: ISLAND 105 PL 120 IN THE ST. LAWRENCE RIVER IN FRONT TWP OF ESCOTT; LEEDS/THOUSAND ISLANDS

PROPERTY REMARKS:

ESTATE/QUALIFIER:  
 FEE SIMPLE  
 LT CONVERSION QUALIFIED

RECENTLY:  
 FIRST CONVERSION FROM BOOK

PIN CREATION DATE:  
 2009/03/23

OWNERS' NAMES  
 AMERICAN CORPORATION

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2009/03/23 **						
LE90939	2017/06/16	TRANSFER	\$1,390,000	AKINS, BEVERLEY ANN	AMERICAN CORPORATION	C
REMARKS: PLANNING ACT STATEMENTS.						
28R15129	2019/10/28	PLAN REFERENCE				C
LE126963	2021/05/25	CHARGE	\$2,084,500	AMERICAN CORPORATION	NATIONAL BANK OF CANADA	C
LE144276	2022/11/28	CHARGE	\$1,560,000	AMERICAN CORPORATION	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
LE151392	2023/10/04	CHARGE	\$3,500,000	AMERICAN CORPORATION	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	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.