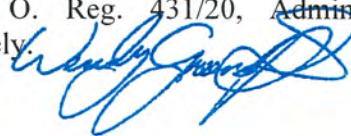


TAB T

This is Exhibit "T" 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

GUARANTEE AND POSTPONEMENT OF CLAIM

TO: CAMERON STEPHENS MORTGAGE CAPITAL LTD.

WHEREAS CAMERON STEPHENS MORTGAGE CAPITAL LTD. (hereinafter called the "Lender") has advanced funds or is about to advance funds to **JEFFERSON PROPERTIES LIMITED PARTNERSHIP AND 2011836 ONTARIO CORP.** (hereinafter collectively called 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 Dollars (\$2.00), the receipt and sufficiency of which are hereby acknowledged, the undersigned (hereinafter called the "Guarantor") hereby, covenants and agrees as follows:

1. In this Guarantee and Postponement of Claim the following words shall have the meaning as indicated opposite such word:

- (a) "Credit" - means financial accommodation of any kind whatsoever.
- (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 on each and every such obligation. Notwithstanding the foregoing, this Guarantee shall relate only to a loan made by the Lender to the Borrower pursuant to a Letter of Commitment dated February 3, 2022 and any amendments thereto, if applicable (the "Letter of Commitment").

2. Without further authorization from or notice to the Guarantor, 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 Guarantor 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 add one or more guarantors or endorsers, accept additional or substituted security, or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no failure by you to record, complete or otherwise perfect any securities given you by the Borrower or the Guarantor or any person, firm or corporation, no dealing by you with the Borrower or any guarantor 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 Guarantor's obligations hereunder or any security furnished by the Guarantor or give the Guarantor any recourse against you.

3. The Guarantor, guarantees unconditionally and promises to pay to you or your order each item 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 Guarantor and, promises 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 Guarantor, 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 Guarantor of all Indebtedness hereby guaranteed. Provided always, 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 Guarantors 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 Guarantor.

5. Upon this Guarantee bearing the signature of the Guarantor 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 Guarantor and shall not be subject to or affected by any promise or condition affecting or limiting the Guarantor's liability except as set forth herein, and no statement,

Page 2

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 Guarantor's 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 Guarantor shall not have any right of subrogation unless expressly given the Guarantor 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 uncontrolled 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 Guarantor, 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 Guarantor warrants and represents that it is fully authorized by law to execute this Guarantee.

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 Guarantor 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 Guarantor 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 Guarantor 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 Guarantor is a member, the Guarantor will not without the prior written consent of one of your duly authorized officers withdraw any capital of the Guarantor invested with the Borrower.

13. Upon the bankruptcy or winding up or other distribution of assets of the Borrower or any surety or guarantor for any Indebtedness of the Borrower to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full 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 Guarantor's 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 Guarantor to you under this Guarantee and to prove and rank for such sums paid by the Guarantor and to receive the full amount of all dividends in respect thereto being hereby assigned and transferred to you. The Guarantor shall not be

Page 3

released from liability if recovery from the Borrower, any other Guarantor or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

14. The Guarantor 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 Guarantor and will assign to you all of the Guarantor's rights thereunder. If the Guarantor does not file any such claim, you, as attorney in fact of the Guarantor, are hereby authorized to do so in the name of the Guarantor 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 Guarantor, and to the full extent necessary for that purpose the Guarantor hereby assigns to you all the Guarantor's right to any payments or distributions to which the Guarantor 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 Guarantor 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 Guarantor relating to Credit extended to the Borrower by you, the amount of the Guarantor's liability imposed by such other guarantee or guarantees shall be added to the amount of the Guarantor's liability imposed by the provisions hereof and the resulting total shall be the amount of the Guarantor's liability.

16. The Guarantor 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 Guarantor 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 judgement 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 Guarantor or by any number of successive actions until and unless all Indebtedness hereby guaranteed has been paid and each of the Guarantor's obligations hereunder has 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 unenforceable, that 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 Guarantor 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 Guarantor shall be estopped from denying the same; any judgement recovered in the Courts of such Province against any Guarantor 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. This Guarantee and agreement on the part of the Guarantor shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the Guarantor and his executors, administrators, legal personal representatives, successors and assigns.

IN WITNESS WHEREOF the Guarantor has hereto set his hand and seal, this 29th day of September, 2023.

1000162801 ONTARIO CORP.

DocuSigned by:

Per: _____
119D0C8E706445F...

Name: Fanshay Wang

Title: President

I have authority to bind the corporation.

GUARANTEE AND POSTPONEMENT OF CLAIM

TO: CAMERON STEPHENS MORTGAGE CAPITAL LTD.

WHEREAS CAMERON STEPHENS MORTGAGE CAPITAL LTD. (hereinafter called the "Lender") has advanced funds or is about to advance funds to **JEFFERSON PROPERTIES LIMITED PARTNERSHIP AND 2011836 ONTARIO CORP.** (hereinafter collectively called 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 Dollars (\$2.00), the receipt and sufficiency of which are hereby acknowledged, the undersigned (hereinafter called the "Guarantor") hereby, covenants and agrees as follows:

1. In this Guarantee and Postponement of Claim the following words shall have the meaning as indicated opposite such word:

- (a) "Credit" - means financial accommodation of any kind whatsoever.
- (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 on each and every such obligation. Notwithstanding the foregoing, this Guarantee shall relate only to a loan made by the Lender to the Borrower pursuant to a Letter of Commitment dated February 3, 2022 and any amendments thereto, if applicable (the "Letter of Commitment").

2. Without further authorization from or notice to the Guarantor, 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 Guarantor 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 add one or more guarantors or endorsers, accept additional or substituted security, or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no failure by you to record, complete or otherwise perfect any securities given you by the Borrower or the Guarantor or any person, firm or corporation, no dealing by you with the Borrower or any guarantor 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 Guarantor's obligations hereunder or any security furnished by the Guarantor or give the Guarantor any recourse against you.

3. The Guarantor, guarantees unconditionally and promises to pay to you or your order each item 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 Guarantor and, promises 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 Guarantor, 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 Guarantor of all Indebtedness hereby guaranteed. Provided always, 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 Guarantors 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 Guarantor.

5. Upon this Guarantee bearing the signature of the Guarantor 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 Guarantor and shall not be subject to or affected by any promise or condition affecting or limiting the Guarantor's liability except as set forth herein, and no statement,

Page 2

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 Guarantor's 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 Guarantor shall not have any right of subrogation unless expressly given the Guarantor 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 uncontrolled 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 Guarantor, 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 Guarantor warrants and represents that it is fully authorized by law to execute this Guarantee.

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13. Upon the bankruptcy or winding up or other distribution of assets of the Borrower or any surety or guarantor for any Indebtedness of the Borrower to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full 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 Guarantor's 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 Guarantor to you under this Guarantee and to prove and rank for such sums paid by the Guarantor and to receive the full amount of all dividends in respect thereto being hereby assigned and transferred to you. The Guarantor shall not be

Page 3

released from liability if recovery from the Borrower, any other Guarantor or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

14. The Guarantor 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 Guarantor and will assign to you all of the Guarantor's rights thereunder. If the Guarantor does not file any such claim, you, as attorney in fact of the Guarantor, are hereby authorized to do so in the name of the Guarantor 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 Guarantor, and to the full extent necessary for that purpose the Guarantor hereby assigns to you all the Guarantor's right to any payments or distributions to which the Guarantor 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 Guarantor 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 Guarantor relating to Credit extended to the Borrower by you, the amount of the Guarantor's liability imposed by such other guarantee or guarantees shall be added to the amount of the Guarantor's liability imposed by the provisions hereof and the resulting total shall be the amount of the Guarantor's liability.

16. The Guarantor 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 Guarantor 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 judgement 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 Guarantor or by any number of successive actions until and unless all Indebtedness hereby guaranteed has been paid and each of the Guarantor's obligations hereunder has 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 unenforceable, that 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 Guarantor 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.

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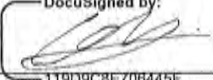
21. Any word herein contained importing the singular number shall include the plural and any word importing the masculine gender shall include the feminine gender and any word importing a person shall include a corporation, partnership, firm and any entity.

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. This Guarantee and agreement on the part of the Guarantor shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the Guarantor and his executors, administrators, legal personal representatives, successors and assigns.

IN WITNESS WHEREOF the Guarantor has hereto set his hand and seal, this 29th day of September, 2023.

1000199992 ONTARIO CORP.

DocuSigned by:

Per: _____
Name: Fanshay Wang
Title: President
I have authority to bind the corporation.

GUARANTEE AND POSTPONEMENT OF CLAIM

TO: CAMERON STEPHENS MORTGAGE CAPITAL LTD.

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2. Without further authorization from or notice to the Guarantor, 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 Guarantor 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 add one or more guarantors or endorsers, accept additional or substituted security, or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no failure by you to record, complete or otherwise perfect any securities given you by the Borrower or the Guarantor or any person, firm or corporation, no dealing by you with the Borrower or any guarantor 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 Guarantor's obligations hereunder or any security furnished by the Guarantor or give the Guarantor any recourse against you.

3. The Guarantor, guarantees unconditionally and promises to pay to you or your order each item 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 Guarantor and, promises 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 Guarantor, 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 Guarantor of all Indebtedness hereby guaranteed. Provided always, 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 Guarantors 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 Guarantor.

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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 Guarantor's 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 Guarantor shall not have any right of subrogation unless expressly given the Guarantor 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 uncontrolled 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 Guarantor, 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.

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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 Guarantor 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 Guarantor 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 Guarantor 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 Guarantor is a member, the Guarantor will not without the prior written consent of one of your duly authorized officers withdraw any capital of the Guarantor invested with the Borrower.

13. Upon the bankruptcy or winding up or other distribution of assets of the Borrower or any surety or guarantor for any Indebtedness of the Borrower to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full 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 Guarantor's 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 Guarantor to you under this Guarantee and to prove and rank for such sums paid by the Guarantor and to receive the full amount of all dividends in respect thereto being hereby assigned and transferred to you. The Guarantor shall not be

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released from liability if recovery from the Borrower, any other Guarantor or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

14. The Guarantor 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 Guarantor and will assign to you all of the Guarantor's rights thereunder. If the Guarantor does not file any such claim, you, as attorney in fact of the Guarantor, are hereby authorized to do so in the name of the Guarantor 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 Guarantor, and to the full extent necessary for that purpose the Guarantor hereby assigns to you all the Guarantor's right to any payments or distributions to which the Guarantor 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 Guarantor 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 Guarantor relating to Credit extended to the Borrower by you, the amount of the Guarantor's liability imposed by such other guarantee or guarantees shall be added to the amount of the Guarantor's liability imposed by the provisions hereof and the resulting total shall be the amount of the Guarantor's liability.

16. The Guarantor 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 Guarantor 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 judgement 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 Guarantor or by any number of successive actions until and unless all Indebtedness hereby guaranteed has been paid and each of the Guarantor's obligations hereunder has 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 unenforceable, that 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 Guarantor 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 Guarantor shall be estopped from denying the same; any judgement recovered in the Courts of such Province against any Guarantor 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. This Guarantee and agreement on the part of the Guarantor shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the Guarantor and his executors, administrators, legal personal representatives, successors and assigns.

IN WITNESS WHEREOF the Guarantor has hereto set his hand and seal, this 29th day of September, 2023.

AMERICAN CORPORATION

DocuSigned by:


Per: _____

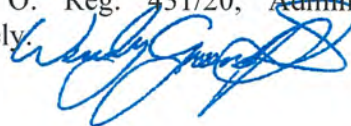
Name: Fansey Wang

Title: President

I have authority to bind the corporation.

TAB U

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



Commissioner for Taking Affidavits (or as may be)

WENDY GREENSPOON-SOER



Ontario PPSA Registration



VERIFICATION



Document Details

Registration Date: **26 SEP 2023**
 Expiry Date: **26 SEP 2028**
 Registration Number: **20230926 1703 1462 7761**
 File Number: **797537331**

Transaction ID: **005-740-884**



General

Reference Number: **6243-679**
 Registration Period (Years): **5**

Caution Filing: **No**
 Perform a Post Search: **No**
 Register Immediately: **No**



Business Debtor

AMERCAN CORPORATION 001570503
 5 VERNHAM AVENUE
 NORTH YORK ON M2L2B1



Individual Debtor

No Individual Debtor



Secured Party

CAMERON STEPHENS MORTGAGE CAPITAL LTD.
 1700-320 BAY STREET
 TORONTO ON M5H4A6



Collateral Classification

Consumer Goods: **No** Inventory: **Yes** Equipment: **Yes** Accounts: **Yes** Other: **Yes**
 Motor Vehicle Included: **No**



Serial Numbered Collateral

No Serial Numbered Collateral



General Collateral

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 ASSIGNMENT RE JEFFERSON PROPERTIES LIMITED PARTNERSHIP AND 2011836 ONTARIO CORP. DEBT



Registering Agent

GARFINKLE, BIDERMAN LLP (AWB/CJC - 6243-679)
 1 ADELAIDE ST. EAST, SUITE 801
 TORONTO ON M5C2V9

Drafted by COURTNEY CLARKSON - GARFINKLE, BIDERMAN LLP (AWB/CJC)

GENERAL SECURITY AGREEMENT

1. SECURITY INTEREST

- (a) For value received, American Corporation (the "Debtor"), hereby grants to Cameron Stephens Mortgage Capital Ltd. (the "Lender"), by way of mortgage, charge, assignment and transfer, a security interest (the "Security Interest") in the undertaking of the Debtor and in all Goods (including all parts, accessories, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, and Securities now owned or hereafter owned or acquired by or on behalf of the Debtor (including such as may be returned to or repossessed by the Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefor (hereinafter collectively called "Collateral"), including without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of the Debtor:
- i. all inventory of whatever kind and wherever situate ("Inventory");
 - ii. all equipment (other than Inventory) of whatever kind including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles;
 - iii. all book accounts and book debts, rents and leases, all Agreements of Purchase and Sale entered into or to be entered into (including any deposits payable to the Debtor pursuant thereto) and generally all accounts, debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by the Debtor ("Debts");
 - iv. all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
 - v. all contractual rights and insurance claims and all goodwill, patents, trademarks, copyrights, and other industrial property, licenses and permits;
 - vi. all contractual rights for the provision of materials, equipment and services to the lands described in Schedule "A" in connection with the construction and/or servicing upon the lands, including any applicable working drawings, plans, specifications, development and/or building approvals and permits in connection with the lands;
 - vii. all monies other than trust monies lawfully belonging to others, Certificates and Interest Bearing Accounts;
 - viii. all real property described in Schedule "A" attached hereto and all property described in any schedule now or hereafter annexed hereto.
- (b) Notwithstanding the generality of the foregoing, the Security Interest created by this Agreement affects only such Collateral associated with the Debtor's business and assets situate in the and more particularly described in Schedule "A" attached hereto (hereinafter called the "Premises").
- (c) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest the Debtor shall stand possessed of such term.
- (d) The terms "Goods", "Chattel Paper", "Documents of Title", "Equipment", "Consumer Goods", "Instruments", "Intangibles", "Securities", "Proceeds", "Inventory", and "Accession" whenever used herein shall be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of Ontario, as amended from time to time (herein referred to as the "P.P.S.A."). Provided always that the term "Goods" when used herein shall not include "consumer goods" of the Debtor as that term is defined in the P.P.S.A. Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof". The terms "Proceeds" whenever used herein and interpreted as above shall by way of example include trade-ins, equipment, cash, bank accounts, notes, chattel paper,

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goods, contract rights, accounts and any other personal property or obligation received when such collateral or proceeds are sold, exchanged, collected or otherwise disposed of.

2. **INDEBTEDNESS SECURED**

The Security Interest granted hereby secures payment and satisfaction of any and all obligations, indebtedness and liability of the Debtor to the Lender arising out of a Letter of Commitment dated February 3, 2022 and pursuant thereto, a mortgage between the Debtor as Mortgagor and the Lender as Mortgagee charging the lands described in Schedule "A" hereto and securing for principal the sum of \$3,500,000.00 ("Charge") which indebtedness shall be fully satisfied upon payment in full of the said mortgage (hereinafter collectively called the "Indebtedness").

3. **REPRESENTATIONS AND WARRANTIES OF DEBTOR**

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

- (a) The Collateral is genuine and owned by the Debtor free of all interests, mortgages, liens, claims, charges or other encumbrances (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "B" or hereafter approved in writing by the Lender, prior to their creation or assumption;
- (b) Each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by the Debtor to the Lender from time to time as owing by each Account Debtor or by all Account Debtors except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against the Debtor which can be asserted against the Lender, whether in any proceeding to enforce Collateral or otherwise; and
- (c) The location specified in Schedule "A" as to business operations and records is accurate and complete and with respect to Goods constituting Collateral.

4. **COVENANTS OF THE DEBTOR**

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

- (a) To defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to keep the Collateral free from all Encumbrances, except for the Security Interest and those shown on Schedule "B" or hereafter approved in writing by the Lender, prior to their creation or assumption and not to sell, exchange, transfer, assign, lease, otherwise dispose of Collateral or any interest therein without the prior written consent of the Lender; provided always that, until default, the Debtor may, in the ordinary course of the Debtor's business, sell or lease Inventory and, subject to Clause 6 hereof, use monies available to the Debtor;
- (b) To notify the Lender promptly of:
 - i. any change in the information contained herein or in the Schedules hereto relating to the Debtor, the Debtor's business or Collateral;
 - ii. the details of any significant acquisition of Collateral;
 - iii. the details of any claims or litigation affecting Collateral;
 - iv. any loss or damage to Collateral;
 - v. any default by any Account Debtor in payment or other performance of his obligations with respect to Collateral; and
 - vi. the return to or repossession by the Debtor of Collateral;
- (c) To keep the Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating

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to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance;

- (d) To do, execute, acknowledge and deliver such financing statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by the Lender of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;
- (e) To pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Collateral as and when the same become due and payable;
- (f) To insure the Collateral for such periods, in such amounts, on such terms and against loss or damage by fire and such other risks as the Lender shall reasonably direct with loss payable to the Lender and the Debtor, as insureds, as their respective interest may appear, and to pay all premiums therefor;
- (g) To prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an Accession to other property not covered by this Security Agreement;
- (h) To carry on and conduct the business of the Debtor in a proper and efficient manner and so as to protect and preserve the Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for the Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at the Lender's request so as to indicate the Security Interest;
- (i) To deliver to the Lender from time to time promptly upon request:
 - i. any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;
 - ii. all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same;
 - iii. all financial statements prepared by or for the Debtor regarding the Debtor's business;
 - iv. all policies and certificates of insurance relating to Collateral; and
 - v. such information concerning Collateral, the Debtor and business and affairs as the Lender may reasonably request;
- (j) To have the Premises professionally managed at all times.

5. **USE AND VERIFICATION OF COLLATERAL**

Subject to compliance with the Debtor's covenants herein and Clause 6 hereof, the Debtor may, until default, possess, operate, use, enjoy and deal with Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions hereof; provided always that the Lender shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Lender may consider appropriate and the Debtor agrees to furnish all assistance and information and to perform all such acts as the Lender may reasonably request in connection therewith and for such purpose to grant to the Lender or its agents access to all places where Collateral may be located and to the Premises described in Schedule "A".

6. **ASSIGNMENT OF RIGHTS UNDER AGREEMENTS OF PURCHASE AND SALE**

- (a) Although it is the intention of the parties that the assignment of all agreements of purchase and sale relating to the Premises (as set out in Paragraph 1(a)(iii)) ("Assignment of Rights") or rights arising therefrom shall be a present assignment, it is expressly understood and agreed, notwithstanding anything herein contained to the contrary, that the Lender shall not exercise any of the rights or powers herein conferred upon it except for the Lender's right to receive all sale proceeds (including deposits) received or to be received by the Debtor, pursuant to the agreements entered into for

the sale of any portion of the Premises ("Agreements"), or any one of them, until default shall occur under the terms and provisions of this assignment or under the Charge, but upon the occurrence of any such default, this assignment shall constitute a direction and full authority to any purchaser under the Agreements, or any one of them, to deal with respect to all matters of the Agreements, or any one of them, exclusively with the Lender as if the Lender was the vendor thereunder, and such purchaser is hereby irrevocably authorized and directed by the Debtor to rely upon any notice from the Lender as to the authority to act as the vendor in all respects pursuant to the Agreements, or any one of them, without requiring any further proof of such authority.

- (b) In the exercise of the powers herein granted to the Lender no liability shall be asserted or enforced against the Lender, all such liability being expressly waived and released by the Debtor. The Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Agreements, or any one of them, unless and until the Lender expressly and specifically agrees to do so in writing by separate instrument and until such time all parties shall look strictly to the Debtor for the performance and discharge of any and all obligations under the Agreements, or any one of them. The Debtor shall and does hereby agree to indemnify the Lender for and to save and hold it harmless of and from any and all liabilities, losses, expenses, costs or damages which it may or might incur by reason of this assignment.
- (c) This Assignment of Rights under Agreements of Purchase and Sale is given as further security for the performance of the Debtor's obligations under the Charge and in the event of the exercise of the Lender's rights hereunder the Lender shall have the right to apply any sale proceeds or deposits received by it hereunder at its discretion as against principal, interest or costs owing pursuant to the Charge provided always that upon satisfaction in full of the indebtedness owing to the Lender under the Charge, all rights, benefits, and privileges under the Agreements shall be deemed to be reassigned and the Lender shall account for any excess monies held by it pursuant hereto (if any) to the Debtor.

7. ASSIGNMENT OF CASH SECURITY

- (a) As security for the Indebtedness or a letter or letters of credit (the "Letter of Credit") issued or to be issued or arranged by the Lender at the request of and for the benefit of the Debtor in favour of parties as contemplated in the Commitment Letter, the Debtor has agreed to assign and pledge to the Lender one or more Certificates and Interest Bearing Accounts. For purposes of this section the following words and phrases have the following meanings:
 - i. **"Act"** means the Personal Property Security Act (Ontario), as it may be amended or reenacted from time to time;
 - ii. **"Agreement"** means this General Security Agreement, together with all schedules annexed hereto, all as the same may be from time to time supplemented, amended or otherwise modified in accordance with paragraph 12 hereof;
 - iii. **"Debtor's Liabilities"** means all present and future indebtedness and liabilities of the Debtor to the Lender under the Commitment Letter, the Charge and all other agreements, documents and security documents entered into between the Debtor and the Lender, made by the Debtor in favour of the Lender or assigned by the Debtor to the Lender relating to or in connection with the Commitment Letter;
 - iv. **"Certificates"** means one or more guaranteed investment certificates, certificates of deposit, term deposits and other interest bearing instruments now or hereafter issued by the Lender in the name of or on behalf of the Debtor evidencing the deposit of monies from time to time by the Debtor with the Lender for a specified term bearing a fixed rate of interest or otherwise entitling the bearer of such instruments to receive the principal amount stated therein at the rate of interest stated therein on a fixed date;
 - v. **"Commitment Letter"** means the Commitment Letter referred to between the parties referable to this transaction dated February 3, 2022, and any amendments thereto;

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- vi. **"Charge"** means the Charge issued by the Debtor to the Lender in the principal amount of \$3,500,000.00;
 - vii. **"Deposit"** means the sum to be deducted from the advance of funds or otherwise held by the Lender pursuant to the Commitment Letter, together with any and all interest actually earned thereon, to be invested pursuant to this Agreement, as security for the Debtor's Liabilities;
 - viii. **"Interest Bearing Accounts"** means one or more bank accounts now or hereafter established by the Lender in the name of or on behalf of the Debtor in which the Debtor deposits monies on a current basis from time to time at such rate of interest as is established, quoted or announced from time to time by the Lender;
 - ix. **"Letter of Credit"** means the letter or letters of credit now or hereafter issued or arranged by the Lender at the request of or on behalf of the Debtor in favour of parties as contemplated in the Commitment Letter;
 - x. **"Loan Documents"** means all present and future agreements, instruments and other documents, as same may be amended from time to time, made or assigned by the Debtor to the Lender in connection with the issue of the Letter of Credit; and
 - xi. **"Securities"** means all Interest Bearing Accounts and Certificates together with all renewals, replacements and substitutions therefore and all proceeds therefrom.
- (b) As continuing security for the payment of the Debtor's Liabilities, and for the performance, fulfilment and satisfaction of all covenants, obligations and conditions on the part of the Debtor set out herein, the Debtor:
- i. assigns, transfers and pledges the Deposit and the Securities to and in favour of the Lender; and
 - ii. grants a security interest in the Deposit and the Securities to and in favour of the Lender;
- as and by way of a fixed charge.
- (c) The Lender's only responsibility hereunder in regard to the Securities is limited to exercising the same degree of care which it gives valuable property of the Lender or any other customer of the Lender at the office where the Securities are held.
- (d) The Debtor acknowledges and agrees that the Lender is authorized and directed to invest and reinvest the Deposit and any other funds represented by the Securities in one or more Certificates or Interest Bearing Accounts from time to time for such periods as may be requested in writing by the Debtor; provided that none of the Certificates may be reinvested until its respective maturity date; and provided further that if the Lender has not received such written instructions before 1:00 o'clock in the afternoon on any date that the Deposit or any of the Certificates mature, then all of such funds may be invested or reinvested, as the case may be, for any period determined by the Lender from time to time in its absolute discretion, at rates of interest quoted by the Lender for the respective period or periods of any such Interest Bearing Account or Certificate on the date of any such investment or reinvestment.
- (e) All interest earned on the Securities shall accrue to the account of the Debtor and shall be held by the Lender in accordance with and subject to the same terms and conditions set out in this agreement.
- (f) The Lender and every employee or agent thereof, as the irrevocable attorney of the Debtor, may deal with all or any of the Securities and may fill in all blanks in any documents delivered to it and may complete Schedule "C" annexed hereto with the particulars of the Securities and the Lender may delegate its powers and any delegate may subdelegate the same, and any of the powers hereby given may be exercised in the name and on behalf of the successors of the Debtor.

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- (g) Any renewal, replacement or substituted Securities and all proceeds thereof including, without limitation, all Interest Bearing Accounts and Certificates shall be held by the Lender in accordance with and subject to the provisions of this Agreement.
- (h) The Lender is hereby authorized to sign on behalf of and as agent of the Debtor such income tax ownership certificates as may be required or the Lender may, in its discretion, require the Debtor to sign the same and the Debtor hereby covenants so to do.
- (i) This shall be a continuing agreement and the Securities assigned and pledged hereby are in addition to and not in substitution for any other security held by the Lender and shall not operate as a merger of any contract debt. All claims, present or future, of the Debtor against any person other than the Lender who is liable upon or for payment of any of the Securities are hereby assigned to the Lender.
- (j) The Debtor represents and warrants to the Lender that the Debtor is the legal owner of the Securities and that the Securities are unencumbered in any manner save as herein provided and that the Debtor has full power and authority to assign and pledge the Securities to the Lender hereunder.
- (k) Upon the failure by the Debtor to make due and punctual payment and/or satisfaction of the Debtor's Liabilities in the amounts and at the times provided for the Commitment Letter, the Charge or any other agreement, document or security document entered into between the Debtor and the Lender, made by the Debtor in favour of the Lender or assigned by the Debtor to the Lender, the security interest hereby granted shall immediately become enforceable at the option of the Lender, the Lender shall have the right and irrevocable authority to cash the Securities which are then the subject of this pledge and, at its sole and unfettered discretion, shall also have the right and irrevocable authority, without notice to the Debtor except as may be provided in the Act:
- i. to set-off or otherwise apply all or any part or parts of the proceeds thereof towards the payment of the Debtor's Liabilities and any part or parts thereof;
 - ii. to utilize the proceeds thereof to pay to the beneficiary of the Letter of Credit the amount owing to such beneficiary as a result of any call or demand for payment under such Letter of Credit;
 - iii. to retain an amount equal to the principal amount of the outstanding Letter of Credit as security for the liability of the Lender thereunder, without being obligated to attribute any part of parts of such amount on account of any specific part or parts of the Debtor's Liabilities, for such period or periods of time as any of such letters of credit remain outstanding. The Lender is hereby irrevocably authorized and directed to utilize such amount to pay to the beneficiary of such Letter of Credit any amounts called upon for payment under or pursuant to the terms of any Letter of Credit;
 - iv. to file such proof of claim or other documents as may be necessary or desirable to have its claim lodged in any bankruptcy, winding-up, liquidation, dissolution or other proceedings (voluntary or otherwise) relating to the Debtor;
 - v. to take any action, suit, remedy or proceeding authorized or permitted by this Agreement, the Act or by law or equity.
- (l) For greater certainty, this Agreement shall not preclude the right of the Lender to exercise any right of set-off it might obtain in respect of the Debtor's Liabilities other than pursuant to this Agreement or the Act.
- (m) To the extent not prohibited by law, the Debtor hereby waives the benefit of all of the provisions of the Act or any other legislation which would in any manner affect the rights or remedies of the Lender hereunder.
- (n) The Lender may compound, compromise, grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Securities, the Debtor and with other parties and other securities as the Lender may reasonably see fit, without prejudice to the

Debtor's Liabilities or to the Lender's rights in respect to the security hereby constituted. The Lender shall not be obliged to exhaust its recourses against the Debtor or any other party or parties or against any other security or securities held by the Lender from time to time before realizing or otherwise disposing of or dealing with the Securities in such manner as the Lender sees fit.

- (o) In consideration of the Lender issuing or causing to be issued the Letter of Credit in favour of parties as contemplated in the Commitment Letter from time to time, the Debtor unconditionally and irrevocably agrees:
- i. to indemnify and save the Lender harmless against all actions, losses, costs, charges, damages, expenses, liabilities, claims and demands of whatsoever nature and kind, which the Lender may howsoever incur or sustain by reason of or in connection with the Letter of Credit;
 - ii. to accept any claim or demand on the Lender as conclusive evidence that the Lender was liable to make payment thereunder and any payment made pursuant to such claim or demand which purports to be in accordance with the Letter of Credit or any steps taken by the Lender in good faith under or in connection with the Letter of Credit shall be binding upon the Debtor and shall not place the Lender under any liability to the Debtor;
 - iii. that the Lender shall have no liability or responsibility to the Debtor for the form, sufficiency, correctness, genuineness or legal effect of the Letter of Credit or for the good faith or acts of the holder of the Letter of Credit;
 - iv. that the rights and powers conferred by this paragraph and the indemnity hereinafter are in addition to and without prejudice to any other rights which the Lender may have pursuant to this Agreement, the Commitment Letter, the Charge or any other agreement, document or security document entered into between the Debtor and the Lender, made by the Debtor in favour of the Lender or assigned by the Debtor to the Lender.

8. COLLECTION OF DEBTS

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

9. DISPOSITION OF MONIES

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

10. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder (hereinafter referred to as "default"):

- (a) The nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of the Debtor to observe or perform any obligation, covenant, term, provision, or condition contained in this Security Agreement or any other document or agreement between the Debtor and the Lender relating to the Indebtedness;
- (b) The bankruptcy or insolvency of the Debtor; the filing against the Debtor of a petition in bankruptcy; the making of an authorized assignment for the benefit of creditors by the Debtor; the appointment of a receiver or trustee for the Debtor or for any assets of the Debtor or the institution by or against the Debtor of any other type of insolvency proceeding under the Bankruptcy Act or otherwise;

- (c) Abandonment of the Premises by the Debtor for a period in excess of eight (8) consecutive days and which the Debtor has not rectified within ten (10) days after delivery by the Lender to the Debtor of written notice of any abandonment.

11. REMEDIES

- (a) Upon default, the Lender may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of the Lender or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his stead. Any such Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Debtor and not the Lender and the Lender shall not be in any way responsible for any misconduct, negligence, or non-feasance on the part of any such Receiver, his servants, agents or employees. Subject to the provisions of the instruments appointing him, any such Receiver shall have the power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including the Debtor, enter upon, use and occupy all Premises owned or occupied by the Debtor wherein Collateral may be situate, maintain Collateral upon such Premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on the Debtor's business or otherwise, as such Receiver shall, in his discretion, determine. Except as may be otherwise directed by the Lender, all monies received from time to time by such Receiver in carrying out his appointment shall be received in trust for and paid over to the Lender. Every such Receiver may, in the discretion of the Lender, be vested with all or any of the rights and powers of the Lender.
- (b) Upon default, the Lender may, either directly or indirectly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).
- (c) The Lender may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, the Lender may sell, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to the Lender may seem reasonable.
- (d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between the Debtor and the Lender and in addition to any other rights the Lender may have at law or in equity, the Lender shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that the Lender shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, the Lender shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in the Lender's possession and shall not be liable or accountable for failure to do so.
- (e) The Debtor acknowledges that the Lender or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and the Debtor agrees upon request from the Lender or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.
- (f) The Debtor agrees to pay all costs, charges and expenses reasonably incurred by the Lender or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating the Debtor's accounts, in preparing or enforcing this Security Agreement, taking custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any monies owing as a result of any borrowing by the Lender or any Receiver appointed by it, as

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permitted hereby, shall be a charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

- (g) The Lender will give the Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made, as may be required by the P.P.S.A.
- (h) Upon failure of the Debtor to have the Premises professionally managed in accordance with clause 4(j) hereof, the Lender may, but shall not be obligated to appoint such professional manager or managers, as it may deem necessary in its sole discretion, to manage the Premises at the sole expense of the Debtor.

12. MISCELLANEOUS

- (a) The Debtor hereby authorizes the Lender to file such financing statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral) as the Lender may deem appropriate to perfect and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest, and the Debtor hereby irrevocably constitutes and appoints the Lender the true and lawful attorney of the Debtor, with the full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient.
- (b) Upon the Debtor's failure to perform any of its duties hereunder, the Lender may, but shall not be obligated to, perform any or all such duties, and the Debtor shall pay to the Lender, forthwith upon written demand therefor, an amount equal to the expense incurred by the Lender in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate per annum set forth in the said mortgage.
- (c) The Lender may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others and with Collateral and other security as the Lender may see fit without prejudice to the liability of the Debtor or the Lender's right to hold and realize the Security Interest. Furthermore, the Lender may demand, collect and sue on Collateral in either the Debtor's or the Lender's name on any and all cheques, commercial paper, and any other Instrument pertaining to or constituting Collateral.
- (d) No delay or omission by the Lender in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, the Lender may remedy any default by the Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Debtor. All rights and remedies of the Lender granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (e) The Debtor waives protest of any Instrument constituting Collateral at any time held by the Lender on which the Debtor is in any way liable and notice of any other action taken by the Lender.
- (f) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (g) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written Agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.
- (h) Subject to any provisions of this Agreement to the contrary, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given only if delivered to the party for whom it is intended at the principal address of such party herein set forth or as changed pursuant hereto or if sent by prepaid registered mail addressed to the party for whom it is intended at the

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principal address of such party herein set forth or as changed pursuant hereto. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purpose hereof.

The address of each party is as follows:

Debtor:

American Corporation
5 Vernham Avenue
Toronto, ON M2L 2B1

Lender:

Cameron Stephens Mortgage Capital Ltd.
1700-320 Bay Street
Toronto, ON M5H 4A6

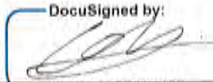
- (i) This Security Agreement and the security afforded hereby shall remain in full force and effect until all Indebtedness contracted for or created, shall be paid in full.
- (j) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.
- (k) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.
- (l) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.
- (m) Nothing herein contained shall in any way obligate the Lender to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.
- (n) The Security Interest created hereby is intended to attach when this Security Agreement is signed by the Debtor and delivered to the Lender.

13. **COPY OF AGREEMENT**

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

IN WITNESS WHEREOF the Debtor has executed this Security Agreement under the hand of its authorized signing officers as of this 29th day of September, 2023.

AMERICAN CORPORATION

DocuSigned by:

 Per: _____
 Name: Fanscay Wang
 Title: President
 I have authority to bind the corporation.

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SCHEDULE "A"

PIN No. 44217-0323 (LT)

Island 105 Plan 120 in the St. Lawrence River in front Township of Escott

Township of Leeds and the Thousand Islands
Province of Ontario
Leeds Land Registry Office (No. 28)

SCHEDULE "B"

1. First Charge in favour of National Bank of Canada
2. Second Charge in favour of Cameron Stephens Mortgage Capital Ltd.

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SCHEDULE "C" - Pursuant to Paragraph 7 - Assignment of Cash Security



Ontario PPSA Registration



VERIFICATION



Document Details

Registration Date: **26 SEP 2023**
 Expiry Date: **26 SEP 2028**
 Registration Number: **20230926 1703 1462 7760**
 File Number: **797537322**

Transaction ID: **005-740-866**



General

Reference Number: **6243-679**
 Registration Period (Years): **5**

Caution Filing: **No**
 Perform a Post Search: **No**
 Register Immediately: **No**



Business Debtor

1000162801 ONTARIO CORP.
 8000 JANE STREET, B300
 CONCORD ON L4K3W4



Individual Debtor

No Individual Debtor



Secured Party

CAMERON STEPHENS MORTGAGE CAPITAL LTD.
 1700-320 BAY STREET
 TORONTO ON M5H4A6



Collateral Classification

Consumer Goods: **No** Inventory: **Yes** Equipment: **Yes** Accounts: **Yes** Other: **Yes**
 Motor Vehicle Included: **No**



Serial Numbered Collateral

No Serial Numbered Collateral



General Collateral

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



Registering Agent

GARFINKLE, BIDERMAN LLP (AWB/CJC - 6243-679)
 1 ADELAIDE ST. EAST, SUITE 801
 TORONTO ON M5C2V9

Drafted by COURTNEY CLARKSON - GARFINKLE, BIDERMAN LLP (AWB/CJC)

GENERAL SECURITY AGREEMENT

1. SECURITY INTEREST

- (a) For value received, 1000162801 Ontario Corp. (the "Debtor"), hereby grants to Cameron Stephens Mortgage Capital Ltd. (the "Lender"), by way of mortgage, charge, assignment and transfer, a security interest (the "Security Interest") in the undertaking of the Debtor and in all Goods (including all parts, accessories, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, and Securities now owned or hereafter owned or acquired by or on behalf of the Debtor (including such as may be returned to or repossessed by the Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefor (hereinafter collectively called "Collateral"), including without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of the Debtor:
- i. all inventory of whatever kind and wherever situate ("Inventory");
 - ii. all equipment (other than Inventory) of whatever kind including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles;
 - iii. all book accounts and book debts, rents and leases, all Agreements of Purchase and Sale entered into or to be entered into (including any deposits payable to the Debtor pursuant thereto) and generally all accounts, debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by the Debtor ("Debts");
 - iv. all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
 - v. all contractual rights and insurance claims and all goodwill, patents, trademarks, copyrights, and other industrial property, licenses and permits;
 - vi. all contractual rights for the provision of materials, equipment and services to the lands described in Schedule "A" in connection with the construction and/or servicing upon the lands, including any applicable working drawings, plans, specifications, development and/or building approvals and permits in connection with the lands;
 - vii. all monies other than trust monies lawfully belonging to others, Certificates and Interest Bearing Accounts;
 - viii. all real property described in Schedule "A" attached hereto and all property described in any schedule now or hereafter annexed hereto.
- (b) Notwithstanding the generality of the foregoing, the Security Interest created by this Agreement affects only such Collateral associated with the Debtor's business and assets situate in the and more particularly described in Schedule "A" attached hereto (hereinafter called the "Premises").
- (c) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest the Debtor shall stand possessed of such term.
- (d) The terms "Goods", "Chattel Paper", "Documents of Title", "Equipment", "Consumer Goods", "Instruments", "Intangibles", "Securities", "Proceeds", "Inventory", and "Accession" whenever used herein shall be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of Ontario, as amended from time to time (herein referred to as the "P.P.S.A."). Provided always that the term "Goods" when used herein shall not include "consumer goods" of the Debtor as that term is defined in the P.P.S.A. Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof". The terms "Proceeds" whenever used herein and interpreted as above shall by way of example include trade-ins, equipment, cash, bank accounts, notes, chattel paper,

goods, contract rights, accounts and any other personal property or obligation received when such collateral or proceeds are sold, exchanged, collected or otherwise disposed of.

2. **INDEBTEDNESS SECURED**

The Security Interest granted hereby secures payment and satisfaction of any and all obligations, indebtedness and liability of the Debtor to the Lender arising out of a Letter of Commitment dated February 3, 2022 and pursuant thereto, a mortgage between the Debtor as Mortgagor and the Lender as Mortgagee charging the lands described in Schedule "A" hereto and securing for principal the sum of \$27,500,000.00 ("Charge") which indebtedness shall be fully satisfied upon payment in full of the said mortgage (hereinafter collectively called the "Indebtedness").

3. **REPRESENTATIONS AND WARRANTIES OF DEBTOR**

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

- (a) The Collateral is genuine and owned by the Debtor free of all interests, mortgages, liens, claims, charges or other encumbrances (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "B" or hereafter approved in writing by the Lender, prior to their creation or assumption;
- (b) Each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by the Debtor to the Lender from time to time as owing by each Account Debtor or by all Account Debtors except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against the Debtor which can be asserted against the Lender, whether in any proceeding to enforce Collateral or otherwise; and
- (c) The location specified in Schedule "A" as to business operations and records is accurate and complete and with respect to Goods constituting Collateral.

4. **COVENANTS OF THE DEBTOR**

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

- (a) To defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to keep the Collateral free from all Encumbrances, except for the Security Interest and those shown on Schedule "B" or hereafter approved in writing by the Lender, prior to their creation or assumption and not to sell, exchange, transfer, assign, lease, otherwise dispose of Collateral or any interest therein without the prior written consent of the Lender; provided always that, until default, the Debtor may, in the ordinary course of the Debtor's business, sell or lease Inventory and, subject to Clause 6 hereof, use monies available to the Debtor;
- (b) To notify the Lender promptly of:
 - i. any change in the information contained herein or in the Schedules hereto relating to the Debtor, the Debtor's business or Collateral;
 - ii. the details of any significant acquisition of Collateral;
 - iii. the details of any claims or litigation affecting Collateral;
 - iv. any loss or damage to Collateral;
 - v. any default by any Account Debtor in payment or other performance of his obligations with respect to Collateral; and
 - vi. the return to or repossession by the Debtor of Collateral;
- (c) To keep the Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating

to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance;

- (d) To do, execute, acknowledge and deliver such financing statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by the Lender of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;
- (e) To pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Collateral as and when the same become due and payable;
- (f) To insure the Collateral for such periods, in such amounts, on such terms and against loss or damage by fire and such other risks as the Lender shall reasonably direct with loss payable to the Lender and the Debtor, as insureds, as their respective interest may appear, and to pay all premiums therefor;
- (g) To prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an Accession to other property not covered by this Security Agreement;
- (h) To carry on and conduct the business of the Debtor in a proper and efficient manner and so as to protect and preserve the Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for the Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at the Lender's request so as to indicate the Security Interest;
- (i) To deliver to the Lender from time to time promptly upon request:
 - i. any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;
 - ii. all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same;
 - iii. all financial statements prepared by or for the Debtor regarding the Debtor's business;
 - iv. all policies and certificates of insurance relating to Collateral; and
 - v. such information concerning Collateral, the Debtor and business and affairs as the Lender may reasonably request;
- (j) To have the Premises professionally managed at all times.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with the Debtor's covenants herein and Clause 6 hereof, the Debtor may, until default, possess, operate, use, enjoy and deal with Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions hereof; provided always that the Lender shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Lender may consider appropriate and the Debtor agrees to furnish all assistance and information and to perform all such acts as the Lender may reasonably request in connection therewith and for such purpose to grant to the Lender or its agents access to all places where Collateral may be located and to the Premises described in Schedule "A".

6. ASSIGNMENT OF RIGHTS UNDER AGREEMENTS OF PURCHASE AND SALE

- (a) Although it is the intention of the parties that the assignment of all agreements of purchase and sale relating to the Premises (as set out in Paragraph 1(a)(iii)) ("Assignment of Rights") or rights arising therefrom shall be a present assignment, it is expressly understood and agreed, notwithstanding anything herein contained to the contrary, that the Lender shall not exercise any of the rights or powers herein conferred upon it except for the Lender's right to receive all sale proceeds (including deposits) received or to be received by the Debtor, pursuant to the agreements entered into for

the sale of any portion of the Premises ("Agreements"), or any one of them, until default shall occur under the terms and provisions of this assignment or under the Charge, but upon the occurrence of any such default, this assignment shall constitute a direction and full authority to any purchaser under the Agreements, or any one of them, to deal with respect to all matters of the Agreements, or any one of them, exclusively with the Lender as if the Lender was the vendor thereunder, and such purchaser is hereby irrevocably authorized and directed by the Debtor to rely upon any notice from the Lender as to the authority to act as the vendor in all respects pursuant to the Agreements, or any one of them, without requiring any further proof of such authority.

- (b) In the exercise of the powers herein granted to the Lender no liability shall be asserted or enforced against the Lender, all such liability being expressly waived and released by the Debtor. The Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Agreements, or any one of them, unless and until the Lender expressly and specifically agrees to do so in writing by separate instrument and until such time all parties shall look strictly to the Debtor for the performance and discharge of any and all obligations under the Agreements, or any one of them. The Debtor shall and does hereby agree to indemnify the Lender for and to save and hold it harmless of and from any and all liabilities, losses, expenses, costs or damages which it may or might incur by reason of this assignment.
- (c) This Assignment of Rights under Agreements of Purchase and Sale is given as further security for the performance of the Debtor's obligations under the Charge and in the event of the exercise of the Lender's rights hereunder the Lender shall have the right to apply any sale proceeds or deposits received by it hereunder at its discretion as against principal, interest or costs owing pursuant to the Charge provided always that upon satisfaction in full of the indebtedness owing to the Lender under the Charge, all rights, benefits, and privileges under the Agreements shall be deemed to be reassigned and the Lender shall account for any excess monies held by it pursuant hereto (if any) to the Debtor.

7. ASSIGNMENT OF CASH SECURITY

- (a) As security for the Indebtedness or a letter or letters of credit (the "Letter of Credit") issued or to be issued or arranged by the Lender at the request of and for the benefit of the Debtor in favour of parties as contemplated in the Commitment Letter, the Debtor has agreed to assign and pledge to the Lender one or more Certificates and Interest Bearing Accounts. For purposes of this section the following words and phrases have the following meanings:
- i. **"Act"** means the Personal Property Security Act (Ontario), as it may be amended or reenacted from time to time;
 - ii. **"Agreement"** means this General Security Agreement, together with all schedules annexed hereto, all as the same may be from time to time supplemented, amended or otherwise modified in accordance with paragraph 12 hereof;
 - iii. **"Debtor's Liabilities"** means all present and future indebtedness and liabilities of the Debtor to the Lender under the Commitment Letter, the Charge and all other agreements, documents and security documents entered into between the Debtor and the Lender, made by the Debtor in favour of the Lender or assigned by the Debtor to the Lender relating to or in connection with the Commitment Letter;
 - iv. **"Certificates"** means one or more guaranteed investment certificates, certificates of deposit, term deposits and other interest bearing instruments now or hereafter issued by the Lender in the name of or on behalf of the Debtor evidencing the deposit of monies from time to time by the Debtor with the Lender for a specified term bearing a fixed rate of interest or otherwise entitling the bearer of such instruments to receive the principal amount stated therein at the rate of interest stated therein on a fixed date;
 - v. **"Commitment Letter"** means the Commitment Letter referred to between the parties referable to this transaction dated February 3, 2022, and any amendments thereto;

- vi. **"Charge"** means the Charge issued by the Debtor to the Lender in the principal amount of \$27,500,000.00;
 - vii. **"Deposit"** means the sum to be deducted from the advance of funds or otherwise held by the Lender pursuant to the Commitment Letter, together with any and all interest actually earned thereon, to be invested pursuant to this Agreement, as security for the Debtor's Liabilities;
 - viii. **"Interest Bearing Accounts"** means one or more bank accounts now or hereafter established by the Lender in the name of or on behalf of the Debtor in which the Debtor deposits monies on a current basis from time to time at such rate of interest as is established, quoted or announced from time to time by the Lender;
 - ix. **"Letter of Credit"** means the letter or letters of credit now or hereafter issued or arranged by the Lender at the request of or on behalf of the Debtor in favour of parties as contemplated in the Commitment Letter;
 - x. **"Loan Documents"** means all present and future agreements, instruments and other documents, as same may be amended from time to time, made or assigned by the Debtor to the Lender in connection with the issue of the Letter of Credit; and
 - xi. **"Securities"** means all Interest Bearing Accounts and Certificates together with all renewals, replacements and substitutions therefore and all proceeds therefrom.
- (b) As continuing security for the payment of the Debtor's Liabilities, and for the performance, fulfilment and satisfaction of all covenants, obligations and conditions on the part of the Debtor set out herein, the Debtor:
- i. assigns, transfers and pledges the Deposit and the Securities to and in favour of the Lender; and
 - ii. grants a security interest in the Deposit and the Securities to and in favour of the Lender;
- as and by way of a fixed charge.
- (c) The Lender's only responsibility hereunder in regard to the Securities is limited to exercising the same degree of care which it gives valuable property of the Lender or any other customer of the Lender at the office where the Securities are held.
- (d) The Debtor acknowledges and agrees that the Lender is authorized and directed to invest and reinvest the Deposit and any other funds represented by the Securities in one or more Certificates or Interest Bearing Accounts from time to time for such periods as may be requested in writing by the Debtor; provided that none of the Certificates may be reinvested until its respective maturity date; and provided further that if the Lender has not received such written instructions before 1:00 o'clock in the afternoon on any date that the Deposit or any of the Certificates mature, then all of such funds may be invested or reinvested, as the case may be, for any period determined by the Lender from time to time in its absolute discretion, at rates of interest quoted by the Lender for the respective period or periods of any such Interest Bearing Account or Certificate on the date of any such investment or reinvestment.
- (e) All interest earned on the Securities shall accrue to the account of the Debtor and shall be held by the Lender in accordance with and subject to the same terms and conditions set out in this agreement.
- (f) The Lender and every employee or agent thereof, as the irrevocable attorney of the Debtor, may deal with all or any of the Securities and may fill in all blanks in any documents delivered to it and may complete Schedule "C" annexed hereto with the particulars of the Securities and the Lender may delegate its powers and any delegate may subdelegate the same, and any of the powers hereby given may be exercised in the name and on behalf of the successors of the Debtor.

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- (g) Any renewal, replacement or substituted Securities and all proceeds thereof including, without limitation, all Interest Bearing Accounts and Certificates shall be held by the Lender in accordance with and subject to the provisions of this Agreement.
- (h) The Lender is hereby authorized to sign on behalf of and as agent of the Debtor such income tax ownership certificates as may be required or the Lender may, in its discretion, require the Debtor to sign the same and the Debtor hereby covenants so to do.
- (i) This shall be a continuing agreement and the Securities assigned and pledged hereby are in addition to and not in substitution for any other security held by the Lender and shall not operate as a merger of any contract debt. All claims, present or future, of the Debtor against any person other than the Lender who is liable upon or for payment of any of the Securities are hereby assigned to the Lender.
- (j) The Debtor represents and warrants to the Lender that the Debtor is the legal owner of the Securities and that the Securities are unencumbered in any manner save as herein provided and that the Debtor has full power and authority to assign and pledge the Securities to the Lender hereunder.
- (k) Upon the failure by the Debtor to make due and punctual payment and/or satisfaction of the Debtor's Liabilities in the amounts and at the times provided for the Commitment Letter, the Charge or any other agreement, document or security document entered into between the Debtor and the Lender, made by the Debtor in favour of the Lender or assigned by the Debtor to the Lender, the security interest hereby granted shall immediately become enforceable at the option of the Lender, the Lender shall have the right and irrevocable authority to cash the Securities which are then the subject of this pledge and, at its sole and unfettered discretion, shall also have the right and irrevocable authority, without notice to the Debtor except as may be provided in the Act:
- i. to set-off or otherwise apply all or any part or parts of the proceeds thereof towards the payment of the Debtor's Liabilities and any part or parts thereof;
 - ii. to utilize the proceeds thereof to pay to the beneficiary of the Letter of Credit the amount owing to such beneficiary as a result of any call or demand for payment under such Letter of Credit;
 - iii. to retain an amount equal to the principal amount of the outstanding Letter of Credit as security for the liability of the Lender thereunder, without being obligated to attribute any part of such amount on account of any specific part or parts of the Debtor's Liabilities, for such period or periods of time as any of such letters of credit remain outstanding. The Lender is hereby irrevocably authorized and directed to utilize such amount to pay to the beneficiary of such Letter of Credit any amounts called upon for payment under or pursuant to the terms of any Letter of Credit;
 - iv. to file such proof of claim or other documents as may be necessary or desirable to have its claim lodged in any bankruptcy, winding-up, liquidation, dissolution or other proceedings (voluntary or otherwise) relating to the Debtor;
 - v. to take any action, suit, remedy or proceeding authorized or permitted by this Agreement, the Act or by law or equity.
- (l) For greater certainty, this Agreement shall not preclude the right of the Lender to exercise any right of set-off it might obtain in respect of the Debtor's Liabilities other than pursuant to this Agreement or the Act.
- (m) To the extent not prohibited by law, the Debtor hereby waives the benefit of all of the provisions of the Act or any other legislation which would in any manner affect the rights or remedies of the Lender hereunder.
- (n) The Lender may compound, compromise, grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Securities, the Debtor and with other parties and other securities as the Lender may reasonably see fit, without prejudice to the

Debtor's Liabilities or to the Lender's rights in respect to the security hereby constituted. The Lender shall not be obliged to exhaust its recourses against the Debtor or any other party or parties or against any other security or securities held by the Lender from time to time before realizing or otherwise disposing of or dealing with the Securities in such manner as the Lender sees fit.

- (o) In consideration of the Lender issuing or causing to be issued the Letter of Credit in favour of parties as contemplated in the Commitment Letter from time to time, the Debtor unconditionally and irrevocably agrees:
- i. to indemnify and save the Lender harmless against all actions, losses, costs, charges, damages, expenses, liabilities, claims and demands of whatsoever nature and kind, which the Lender may howsoever incur or sustain by reason of or in connection with the Letter of Credit;
 - ii. to accept any claim or demand on the Lender as conclusive evidence that the Lender was liable to make payment thereunder and any payment made pursuant to such claim or demand which purports to be in accordance with the Letter of Credit or any steps taken by the Lender in good faith under or in connection with the Letter of Credit shall be binding upon the Debtor and shall not place the Lender under any liability to the Debtor;
 - iii. that the Lender shall have no liability or responsibility to the Debtor for the form, sufficiency, correctness, genuineness or legal effect of the Letter of Credit or for the good faith or acts of the holder of the Letter of Credit;
 - iv. that the rights and powers conferred by this paragraph and the indemnity hereinafter are in addition to and without prejudice to any other rights which the Lender may have pursuant to this Agreement, the Commitment Letter, the Charge or any other agreement, document or security document entered into between the Debtor and the Lender, made by the Debtor in favour of the Lender or assigned by the Debtor to the Lender.

8. COLLECTION OF DEBTS

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

9. DISPOSITION OF MONIES

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

10. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder (hereinafter referred to as "default"):

- (a) The nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of the Debtor to observe or perform any obligation, covenant, term, provision, or condition contained in this Security Agreement or any other document or agreement between the Debtor and the Lender relating to the Indebtedness;
- (b) The bankruptcy or insolvency of the Debtor; the filing against the Debtor of a petition in bankruptcy; the making of an authorized assignment for the benefit of creditors by the Debtor; the appointment of a receiver or trustee for the Debtor or for any assets of the Debtor or the institution by or against the Debtor of any other type of insolvency proceeding under the Bankruptcy Act or otherwise;

- (c) Abandonment of the Premises by the Debtor for a period in excess of eight (8) consecutive days and which the Debtor has not rectified within ten (10) days after delivery by the Lender to the Debtor of written notice of any abandonment.

11. **REMEDIES**

- (a) Upon default, the Lender may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of the Lender or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his stead. Any such Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Debtor and not the Lender and the Lender shall not be in any way responsible for any misconduct, negligence, or non-feasance on the part of any such Receiver, his servants, agents or employees. Subject to the provisions of the instruments appointing him, any such Receiver shall have the power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including the Debtor, enter upon, use and occupy all Premises owned or occupied by the Debtor wherein Collateral may be situate, maintain Collateral upon such Premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on the Debtor's business or otherwise, as such Receiver shall, in his discretion, determine. Except as may be otherwise directed by the Lender, all monies received from time to time by such Receiver in carrying out his appointment shall be received in trust for and paid over to the Lender. Every such Receiver may, in the discretion of the Lender, be vested with all or any of the rights and powers of the Lender.
- (b) Upon default, the Lender may, either directly or indirectly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).
- (c) The Lender may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, the Lender may sell, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to the Lender may seem reasonable.
- (d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between the Debtor and the Lender and in addition to any other rights the Lender may have at law or in equity, the Lender shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that the Lender shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, the Lender shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in the Lender's possession and shall not be liable or accountable for failure to do so.
- (e) The Debtor acknowledges that the Lender or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and the Debtor agrees upon request from the Lender or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.
- (f) The Debtor agrees to pay all costs, charges and expenses reasonably incurred by the Lender or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating the Debtor's accounts, in preparing or enforcing this Security Agreement, taking custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any monies owing as a result of any borrowing by the Lender or any Receiver appointed by it, as

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permitted hereby, shall be a charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

- (g) The Lender will give the Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made, as may be required by the P.P.S.A.
- (h) Upon failure of the Debtor to have the Premises professionally managed in accordance with clause 4(j) hereof, the Lender may, but shall not be obligated to appoint such professional manager or managers, as it may deem necessary in its sole discretion, to manage the Premises at the sole expense of the Debtor.

12. MISCELLANEOUS

- (a) The Debtor hereby authorizes the Lender to file such financing statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral) as the Lender may deem appropriate to perfect and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest, and the Debtor hereby irrevocably constitutes and appoints the Lender the true and lawful attorney of the Debtor, with the full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient.
- (b) Upon the Debtor's failure to perform any of its duties hereunder, the Lender may, but shall not be obligated to, perform any or all such duties, and the Debtor shall pay to the Lender, forthwith upon written demand therefor, an amount equal to the expense incurred by the Lender in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate per annum set forth in the said mortgage.
- (c) The Lender may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others and with Collateral and other security as the Lender may see fit without prejudice to the liability of the Debtor or the Lender's right to hold and realize the Security Interest. Furthermore, the Lender may demand, collect and sue on Collateral in either the Debtor's or the Lender's name on any and all cheques, commercial paper, and any other Instrument pertaining to or constituting Collateral.
- (d) No delay or omission by the Lender in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, the Lender may remedy any default by the Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Debtor. All rights and remedies of the Lender granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (e) The Debtor waives protest of any Instrument constituting Collateral at any time held by the Lender on which the Debtor is in any way liable and notice of any other action taken by the Lender.
- (f) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (g) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written Agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.
- (h) Subject to any provisions of this Agreement to the contrary, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given only if delivered to the party for whom it is intended at the principal address of such party herein set forth or as changed pursuant hereto or if sent by prepaid registered mail addressed to the party for whom it is intended at the

principal address of such party herein set forth or as changed pursuant hereto. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purpose hereof.

The address of each party is as follows:

Debtor:

1000162801 Ontario Corp.
5 Vernham Avenue
Toronto, ON M2L 2B1

Lender:

Cameron Stephens Mortgage Capital Ltd.
1700-320 Bay Street
Toronto, ON M5H 4A6

- (i) This Security Agreement and the security afforded hereby shall remain in full force and effect until all Indebtedness contracted for or created, shall be paid in full.
- (j) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.
- (k) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.
- (l) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.
- (m) Nothing herein contained shall in any way obligate the Lender to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.
- (n) The Security Interest created hereby is intended to attach when this Security Agreement is signed by the Debtor and delivered to the Lender.

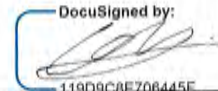
13. **COPY OF AGREEMENT**

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

IN WITNESS WHEREOF the Debtor has executed this Security Agreement under the hand of its authorized signing officers as of this 29th day of September, 2023.

1000162801 ONTARIO CORP.

DocuSigned by:



Per: _____
119D9CAE706445E

Name: Fansy Wang

Title: President

I have authority to bind the corporation.

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SCHEDULE "A"

PIN No. 03196-0354 (LT)

Lots 63, 66 and 67 Plan 136 King; Part Lots 1 and 62 Plan 136 King as in R504810; Part Lots 64 and 65 Plan 136 King as in R530013 and R406345

City of Richmond Hill
Province of Ontario
York Region Land Registry Office (No. 65)

SCHEDULE "B"

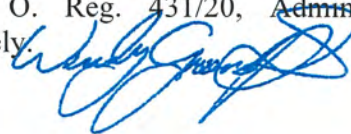
1. First Charge and Assignment of Rents in favour of C & K Mortgage Services Inc.

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SCHEDULE "C" - Pursuant to Paragraph 7 - Assignment of Cash Security

TAB V

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



Commissioner for Taking Affidavits (or as may be)

WENDY GREENSPOON-SOER

CAMERON
STEPHENS
MORTGAGE CAPITAL

320 Bay Street, Suite 1700,
Toronto, Ontario M5H 4A6

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

Issue Date: December 5, 2023

MORTGAGE STATEMENT FOR INFORMATION PURPOSES

AS AT December 6, 2023

Mortgage No. 3930

Maturity Date:
April 1, 2024

Name:

Jefferson Properties Limited Partnership

Rate: 9.70%
Per diem: \$12,716.67

Principal Balance	\$47,795,902.55
Interest December 1 - 6, 2023 (5 Days)	\$63,583.35
Letter of Credit - to be cashed secured	\$1,468,202.00
Letter of Credit Fees	\$20,187.78
Chargeback	\$55,482.52
Interest Reserve (credit)	-\$26,876.08
TOTAL AMOUNT OUTSTANDING	\$49,376,482.12

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 December 6, 2023.

Per:

NA

Nathan Aumais
Analyst

Per:

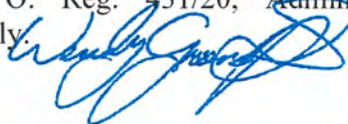
Giuliana Mauro

Giuliana Mauro

SVP - Underwriting and Portfolio Management

TAB W

This is Exhibit "W" 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

Court File No.

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

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

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

Respondents

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

CONSENT

We the parties hereto each of whom certify that no one affected by this Order is under any disability, do hereby consent to the Order appended hereto as Schedule "A".

DATED at Toronto this ___ day of ____, 2023.

2011836 ONTARIO CORP.

Per:

DocuSigned by:

119D9C8E706445F...

I have authority to bind this corporation.

**JEFFERSON PROPERTIES LIMITED
PARTNERSHIP**

Per:

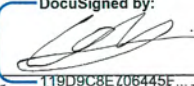
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I have authority to bind this corporation.

1000162801 ONTARIO CORP

Per:

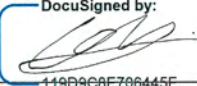
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I have authority to bind this corporation.

AMERICAN CORPORATION

Per:

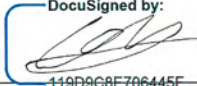
DocuSigned by:


119D9C8E706445F...

I have authority to bind this corporation.

1000199992 ONTARIO CORP.

Per:

DocuSigned by:


119D9C8E706445F...

I have authority to bind this corporation.

CAMERON STEPHENS MORTGAGE CAPITAL LTD. and 2011836 ONTARIO CORP., et al.
Applicant Respondent
Court File No.

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

Proceeding commenced at Toronto

CONSENT

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

Wendy Greenspoon-Soer – LSO#: 34698L
wgreenspoon@garfinkle.com

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

Lawyers for the Applicants,
Cameron Stephens Mortgage Capital Ltd.

File Number: 6243-679

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)
JUSTICE) DAY OF , THE
) , 2023

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

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

Respondents

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

**ORDER
(appointing Receiver)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing Albert Gelman Inc. as receiver and manager (in such capacities, the "Receiver") without security, of all present and future property, assets and undertakings of 2011836 Ontario Corp., Jefferson Properties Limited Partnership, 1000162801 Ontario Corp., American Corporation, and 1000199992 Ontario Corp., (which assets and real property are hereinafter collectively referred to as the "Property").

DS


- 2 -

(collectively the “Debtors”) including the real property listed in Schedule “A” hereto (collectively the “**Property**”) was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of John David sworn _____, 202 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, and on reading the consent of Albert Gelman Inc. to act as the Receiver,

SERVICE

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

APPOINTMENT

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

RECEIVER’S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

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- (c) to manage, operate and carry on business of the Debtor and complete construction of the Property including the powers to enter into any agreements, incur any obligations in the ordinary course of business, or cease to perform any contracts of the Debtors in respect of the Property;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets in respect of the Property or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors in respect of the Property and to exercise all remedies of the Debtors in respect of the Property in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating

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such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$250,000.00 provided that the aggregate consideration for all such transactions does not exceed \$1,000,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;

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- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any Property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this

- 6 -

paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

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

purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

17. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise

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

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

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

FUNDING OF THE RECEIVERSHIP

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

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

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

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

SERVICE AND NOTICE

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

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

GENERAL

26. **THIS COURT ORDERS** that the Receiver may retain solicitors to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including without limitation, those conferred by this Order. The Receiver is specifically authorized and permitted to use the solicitors for the Applicant herein as its own counsel in respect of any matter where there is no conflict of interest. In respect of any legal advice or issue where a conflict may exist or arise in respect of the Applicant and the Receiver or a third party, the Receiver shall utilize independent counsel.
27. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of each of the Debtors.
29. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
30. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
31. **THIS COURT ORDERS** that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Property with such priority and at such time as this Court may determine.

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

SCHEDULE "A"**THE DEBTOR'S REAL PROPERTY**

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

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;

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

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

PIN No. 03196-0354 (LT): Lots 63, 66 and 67 Plan 136 King; Part Lots 1 and 62 Plan 136 King as in R504810; Part Lots 64 and 65 Plan 136 King as in R530013 and R406345; City of Richmond Hill

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

PIN No. 44217-0323 (LT): Island 105 Pl 120 in the St. Lawrence River in Front Twp of Escott; Leeds/Thousand Islands

Municipal address: Baby Tar Island

PIN No. 13243-0378 (LT): Part Lot 9 Concession 11 (New Survey) Trafalgar; designated as Part 1, Plan 43R37427; City of Mississauga; and

PIN No. 13243-0269 (LT): PCL Block 19-1, Sec 43M932; Blk 19, PL 43M932; City of Mississauga

Municipal address: 6532 and 6544 Winston Churchill Boulevard, Mississauga, Ontario

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

THIS IS TO CERTIFY that Albert Gelman Inc., the receiver (the "Receiver") of all present and future assets, properties and undertakings of 2011836 Ontario Corp., Jefferson Properties Limited Partnership, 1000162801 Ontario Corp., American Corporation, and 1000199992 Ontario Corp. (collectively the "Debtors") including the real property listed in Schedule "A" hereto (collectively the "**Property**") as such terms are defined in the Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 2023 appointing the Receiver (the "Order") made in an Application having Court file number _____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the ____ day of _____, 2023.

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

Per: _____

Name:

Title:

CAMERON STEPHENS MORTGAGE CAPITAL LTD. and 2011836 ONTARIO CORP., et al.
Applicant Respondent
Court File No.

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

Proceeding commenced at Toronto

ORDER

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

Wendy Greenspoon-Soer – LSO#: 34698L
wgreenspoon@garfinkle.com

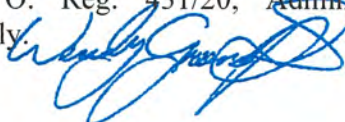
Tel: 416-869-1234
Fax: 416-869-0547

Lawyers for the Applicants,
Cameron Stephens Mortgage Capital Ltd.

File Number: 6243-679

TAB X

This is Exhibit "X" 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

ALBERT  GELMAN

REPORT OF ALBERT GELMAN INC., IN ITS CAPACITY AS CONSULTANT
TO CAMERON STEPHENS MORTGAGE CAPITAL LTD.

JEFFERSON PROPERTIES LIMITED PARTNERSHIP

AND

2011836 ONTARIO CORP., as its general partner

ALBERT GELMAN INC.

December 5, 2023

December 5, 2023

Cameron Stephens Mortgage Capital Ltd.
320 Bay Street, Suite 1700
Toronto, Ontario M5H 4A6

Attention: John David

Dear Mr. David:

Re: Consulting Engagement for Jefferson Properties Limited Partnership and 2011836 Ontario Corp. as general partner, which carries on business as Grand Grace Developments

I. INTRODUCTION

Albert Gelman Inc. ("**AGI**") understands that Cameron Stephens Mortgage Capital Ltd. ("**CSMCL**") intends to make application (the "**Receivership Application**") before the Ontario Superior Court of Justice for an Order (the "**Order**") appointing AGI as Receiver (the "**Receiver**") of Jefferson Properties Limited Partnership and 2011836 Ontario Corp., as its general partner (collectively the "**Companies**").

AGI understands that a consent receivership order was executed by the Companies as part of the forbearance agreement signed in September 2023.

II. PURPOSE OF THIS REPORT

AGI has drafted this report (the "**Preliminary Report**") to provide CSMCL with information on the following matters:

- Background information regarding the real property located in Richmond Hill, ON;
- A review of the secured indebtedness registered against the real property in Richmond Hill, ON;
- The appointment of AGI as Consultant to CSMCL;
- Preliminary findings by AGI; and,
- The proposed appointment of the Receiver.

III. SCOPE AND TERMS OF REFERENCE

In preparing this Preliminary Report, AGI has obtained and relied upon information provided by CSMCL and other third parties.

While AGI has reviewed the various documents provided, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Accounting Standards for Private Enterprise or International Financial Reporting Standards. Accordingly, AGI expresses no opinion or other form of assurance pursuant to ASPE or IFRS or otherwise with respect to such information except as expressly stated herein.

This Preliminary Report has been prepared for the use by the CSMCL as general information relating to Companies. Accordingly, the reader is cautioned that this Preliminary Report may not be appropriate for any other purpose. AGI will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this Preliminary Report contrary to the provisions of this paragraph.

Unless otherwise noted, all monetary amounts referenced herein are expressed in Canadian dollars.

IV. BACKGROUND INFORMATION

Ideal (JS) Developments Inc. ("Ideal")

Ideal was a developer that owned the raw land municipally referred to as 39, 53 and 67 Jefferson Sideroad in Richmond Hill, ON (hereinafter referred to as the "**Jefferson Property**").

The Jefferson Property is legally described in PINs 03208-3229 (LT) and 03208-3230 (LT) and has a history dating back to 2015. A comprehensive history regarding the multiple re-financing efforts by Ideal against the Jefferson Property may be found in Associate Justice D. Michael Brown's, written decision, in Court File No.: CV-21-0066-1900-000 and CV-21-00661171-000, heard on March 8, 2022 (Asmani, et al. v. Ideal (JS) Developments Inc., et al, 2022 ONSC 5407).

Formation of the Jefferson Properties Limited Partnership (the "**Jefferson LP**")

Ultimately, the Jefferson LP was formed in December 2019 to support a further re-financing effort by Ideal, which occurred in January 2020. Jefferson LP issued 60 limited partnership units to American Corp. (a company controlled by Mr. Fansey Wang) and 40 partnership units to Ideal.

The purpose for the formation of Jefferson LP was to implement financial controls in an effort to avoid further defaults and to protect the investment in the Jefferson Property.

Pursuant to the Jefferson LP agreement, 2011836 Ontario Corp (which carries on business as Grand Grace Developments, herein referred to as "GGD") would receive 60% of any profits from the project and Ideal would retain ownership of the Jefferson Property. In addition, Ideal was appointed as the general partner for the Jefferson LP.

By April 2020, Ideal was again in default and the first mortgagee was unwilling to advance further funds for the ongoing construction to the Jefferson Property. Other matters such as dealing with homeowner deposits became an issue that was dealt with in the Courts.

As a result of this breach, Ideal's units in the Jefferson LP were transferred to GGD. Additionally, on May 28, 2020, GGD replaced Ideal as the general partner for the Jefferson LP.

Acquisition of the Jefferson Property by GGD

Although GGD assumed control of the Jefferson LP, Ideal still remained the legal owner of the Jefferson Property. AGI understands that Ideal approached GGD to explore the possibility of purchasing the Jefferson Property in exchange for the assumption of the mortgage debt and related liability.

On August 24, 2020, the Jefferson Property was transferred from Ideal to GGD as the general partner of the Jefferson LP.

Construction Issues and Cost Over Runs

AGI conducted multiple interviews with parties and understands that the Companies engaged three different construction managers prior to Core Constructors Ltd. ("CCL") assuming the role as the current construction manager ("CM") on July 17, 2023.

It is alleged that the third CM was engaged under a fixed price contract and attempted to self perform the structural concrete and framing portion of the project. AGI understands that this scenario allows for the potential manipulation of the competitive bidding process as summarized below¹:

- Minimizing effective competition by:
 - a. Limiting the potential bidders by limiting the lead time to bid;
 - b. Only obtaining bids from contractors who are not really interested in doing the work (resulting in high "complementary bids"); and

¹ Construction Audit and Cost Control Institute, Inc.: "Self Performed Work by Construction Managers"

- c. Obtaining bids from interested subcontractors, then manipulating the scope analysis and subsequent buy-out to award themselves the subcontract even though they were not the apparent low bidder.
- Entering into a subcontract for self-performed work (with effective competition), then without any further competition doubling or tripling the self performed subcontract amount by awarding themselves change orders to add scope.

The third CM was removed from the project, and filed a lien against the Jefferson Property. This matter is discussed in further detail in the Forbearance Agreement section of the Preliminary Report.

AGI understands that sub-trades were difficult to find because of the poor reputation from the three prior CM's poor management or incompetence.

V. THE SECURED INDEBTEDNESS REGISTERED AGAINST THE JEFFERSON PROPERTY AND AT THE PERSONAL PROPERTY REGISTRY

PIN 03208-3230 (LT): Part Lots B & C Plan 1916 being Part 3 Plan 65R37587 AND PIN 03208-3229 (LT): Block 1 Plan 65M4367

As referenced earlier in the Preliminary Report, on August 24, 2020, Ideal transferred ownership of the Jefferson Property to 2018836 Ontario Corp. which carries on business as GGD.

From review of the parcel register from Service Ontario it appears that the following mortgages are registered with the following priority:

1. CSMCL – First Ranking Registered Mortgage

CSMCL acts as the mortgage administrator for two financial institutions as mortgagee. The Companies mortgage indebtedness was secured on March 8, 2022 by means of a first mortgage (instrument YR3391499) registered against the Jefferson Property. The CSMCL mortgage ranks in first position by virtue of a postponement granted by Dragon Holding Real Estate Funds SPC (discussed further below). As of November 30, 2023, the Companies total principal loan indebtedness to CSMCL was \$51,110,840. Accrued interest, fees and costs are not included in this figure.

2. Windsor Private Capital ("WPC") – Second Ranking Registered Mortgage

Upon discovery of the additional costs related to the settlement of the lien claimants as well as the additional cost to remedy deficiencies, it was determined that additional equity was required to be injected by the Companies.

The Companies granted a mortgage for \$5,000,000, in favour of WPC, which was registered against the Jefferson Property on July 14, 2023. This mortgage ranks in second position by virtue of a postponement by Berkley Insurance Company (discussed further below).

3. Berkley Insurance Company ("BIC") – Third Ranking Registered Mortgage

On March 15, 2022, BIC was granted and registered a mortgage against the Jefferson Property as instrument number YR2294837 for \$10,440,000. AGI understands that this registration relates to condominium deposit protection insurance required for the project.

From review of the parcel register from Service Ontario it appears that on July 14, 2023, BIC granted a postponement of its interest in favour of WPC.

4. Dragon Holding Global Real Estate Funds SPC ("Dragon") – Fourth Ranking Registered Mortgage

On January 22, 2020, Ideal granted a mortgage in favour of Dragon for \$11,000,000. Dragon is a company related to Fanseay. This mortgage now ranks in fourth position by virtue of the following:

- a postponement was granted in favour of CSMCL on March 8, 2022;
- a postponement in favour of Berkley Insurance Company on March 15, 2022; and
- a postponement in favour of WPC on July 14, 2023.

AGI has not completed a review of the registrations on title and will undertake to do so once appointed as the Court Receiver.

Registrations at the Personal Property Registry of Ontario

From review of a Personal Property Registry search, it appears that the following security interests were registered as against the Companies and as against Fanshey in his personal capacity:

Date Registered	Business Debtor	Secured Debtor	Registration Number	General Collateral Description
14-Nov-23	2011836 Ontario Corp. and Jefferson Properties Limited Partnership	The Brick Warehouse LP	20231114 1033 9229 0608	PMSI in all inventory and equipment and other tangible personal property acquired from the secured party and all proceeds therefrom together with substitutions or replacements. Includes 39 30 In Frigidaire item #FFHT1835VS, 30 30 In range Frigidaire item#FCRE305CAS, 39 24 IN Frigidaire dishwasher Item#FFCD2418US, 39 27 In. electrolux washer Item#ELFW7337AW. 39 27 In. Electrolux Dryer Item #ELFE733CA, 96 stacking kit item# StackT7X, 96 Installation DW Item#InstalDW, 96 Installation Laundry item#InstalIWD, 53 30 In. Cyclone Item# CY917R30SS, 53 36 In. Fridge Item#LrXS2706V, 4 30 In. Fridge LG item# LTCS20020S, 57 30 In. Range LG Item# LREL6321S, 57 27 In. front load washer white Item# WM3450CW, 57 27 In Dryer white Item# DLE3450W, 57 Stacking Kit Item#KBDR4000, 57 27 In. Dishwasher LG Item# LDFC22423V and all associated parts and accessories supplied from the Brick; secured amount \$454,000 includes HST
28-Feb-22	2011836 Ontario Corp. and Jefferson Properties Limited Partnership	Cameron Stephens Mortgage Capital Ltd.	20220228 1327 1590 0114	Inventory, Equipment, Accounts, Other, Motor Vehicle
30-Mar-23	2011836 Ontario Corp. and Jefferson Properties Limited Partnership	Cameron Stephens Mortgage Capital Ltd.	20230320 1454 159 5418	Renewal
12-Jul-23	2011836 Ontario Corp. and Jefferson Properties Limited Partnership	Windsor Private Capital Limited Partnership	20230712 1734 1590 1918	Inventory, Equipment, Accounts, Other, Motor Vehicle
15-Mar-22	Jefferson Properties Limited Partnership	Berkley Insurance Company	20220315 1518 1590 2718	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 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, ON, known as Richmond Hill Grace
20-May-22	Jefferson Properties Limited Partnership and Fengxi Wang	Kubota Canada Ltd.	20220520 1001 1462 6685	2022 Kubota RTV-X1140, VIN: A5KD2GDBLNG050205
15-Aug-23	Jefferson Properties Limited Partnership and Fengxi Wang	Kubota Canada Ltd.	20230815 1002 1462 7024	2023 Kubota !U17-HGS, VIN: KBCAZ24CTP3D58811

VI. THE FORBEARANCE AGREEMENT AND THE APPOINTMENT OF AGI AS CONSULTANT

Subsequent to the granting of a mortgage in favour of CSMCL, the Companies encountered construction issues and claims for liens were registered against the Jefferson Property as follows:

- i. On July 8, 2023, by DC&F Corp. registered as instrument No. YR3579331;
- ii. On August 16, 2023, by Conform Construction Inc. as instrument No. YR3586545;
- iii. On August 31, 2023, by Duroxo Construction & Contracting Corp. as instrument No. YR3592844;
- iv. On September 8, 2023, by 2706990 Ontario Inc. as instrument No. YR3595880; and
- v. On September 20, 2023 by Collective Security Services Inc. as instrument No. YR3599646.

The above liens constituted a default under the terms of the loan agreement and mortgage. As a result, the funding under the loan ceased until a forbearance agreement (the "**Forbearance**") was prepared. On or around the end of September 2023, CSMCL entered into a Forbearance with the Companies with the following key terms:

- i. A portion of the funding under the loan will be used to settle the above noted liens as well as the payables for the month of August 2023, which collectively amounts to \$3,646,527.56;
- ii. The Companies acknowledge that there has been a material change in the risk to the lender as a result of the projected cost overruns;
- iii. The lender has issued Demands and Notices of Intention to Enforce Security on September 5, 2023, which demands have since expired;
- iv. The lender requires additional security prior to advancing further funds, which security will include assets owned by the Additional Guarantors;
- v. The lender shall hire (at the Companies expense) a Construction Management Consultant and a Financial Consultant to review all aspects of the project, including 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;

- vi. The lender shall require a signed consent to the appointment of a Court Receivership over all property, assets and undertakings of the Companies and the registered owners of the Additional Security (the "**Consent Order**"); and,
- vii. The Consent Order shall be entered by the lender, if, the lender, acting reasonable, is unsatisfied with the results of the reports from its consultants, and additional financing is not approved to deal with the increased cost to complete; and/or 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.

Pursuant to the Forbearance, CSMCL engaged AGI as the financial consultant (the "**Consultant**") to review and advise on the project status and the business and financial performance of the Companies. The Consultant was also authorized to contact and interview stakeholders in relation to the Jefferson Project.

The Consultant held multiple phone calls and conversations with the Companies' ownership/management, employees and Consultants, including the following parties:

- i. Fangxi Wang, as known as Fansey Wang ("Fansey"), the principal of the Companies;
- ii. James Xu ("James") the Companies internal accountant;
- iii. Enzo Di Giovanni ("Enzo") the owner of Edg Cor Inc. who was engaged by the Companies on or around May 15, 2023 as a Consultant to monitor the construction progress and to work with the construction manager at that time. Enzo recommended that this construction manager be replaced due to the issues discussed above;
- iv. Core Constructors Ltd. ("CCL") was subsequently engaged as the construction manager (The "CM") and Frank Servello ("Frank") is the principal from CCL, who acts as the current project CM that was engaged by the Companies on or around July 17, 2023 for a six month term;
- v. John Todd and Cristian Oniga from the ToddGlen Group of Companies, who act as the Consultant appointed by CSMCL to peer monitor the progress by Enzo and the CM; and
- vi. Martin Glynn and Freddie Sayer from the Glynn Group Incorporated that was engaged as the quantity surveyor (or cost consultant) to monitor the project planning and provide payment certification services.

As part of its duties, AGI coordinated a meeting at the Jefferson Property. On October 23, 2023, AGI met with Frank, Enzo, John Todd and Cristian Oniga from the ToddGlen Group of Companies to tour the project site to understand the issues with the project.

VII. PRELIMINARY FINDINGS BY AGI

The Current Construction Team Assembled

Based upon discussions with all stakeholders it appears that the current construction team is the correct team to complete the project.

The stakeholders advised that the key to completing the Jefferson project is to ensure that the sub-trades are paid on a timely basis otherwise there exists a real risk of losing the sub-trades.

Project Deficiencies

From our interview with Enzo and the ToddGlen Group it was noted that CCL identified over 800 deficiencies from the prior CM. AGI understands that CCL was able to correct over 650 of the deficiencies identified within three months and has worked with the relevant Building Inspector to receive the requisite sign off's and approvals as the work progresses.

CCL was able to mitigate a stop work order that was to be issued by the City regarding deficiencies related to the weeping tiles/drainage system. Overall, it appears that CCL is motivated to complete the Jefferson project.

Internal Accountant and Reporting

Enzo, the ToddGlen Group and the Glyn Group all commented on the unreliable information coming from the accounting team at GGD. Common issues identified were:

- Accurate reporting of costs was impaired due to i) accounts payable invoices not being cleared on a timely basis and being shown as outstanding on the next funding request, and/or ii) accounts payable invoices not being posted on a timely basis;
- The parties above noted that accounts payable reports were typically provided on an excel spreadsheet rather than from the QuickBooks accounting software;
- Payments to sub-trades not being delivered on a timely basis;

- Accounts payable invoices not being categorized in accordance with the financial budget as follows:
 - i. Land Cost
 - ii. Hard Costs – Construction
 - iii. Soft Costs – Development
 - iv. Soft Costs – Consultants
 - v. Admin/Marketing
 - vi. Finance Charges
 - vii. HST
 - viii. Contingency
 - ix. Escalation
- The inability to accurately estimate the Hard Construction Costs to completion;

Issues with Timelines of Decision Making

In discussions with Enzo and ToddGlen it appears that Fansey has delayed on making decisions in respect of the Jefferson project. The ToddGlen group has identified that appointing a Tarion representative is imperative in order to keep the homeowner possession dates on track. Both Enzo and ToddGlen have recommended that CCL complete this role as they will be able to coordinate any finishing change requests by the homeowner. CCL has a team that will be able to manage this role efficiently.

In addition, CCL has agreed to undertake the warranty liability as required by Tarion; however, an indemnity or form of insurance will be required in order to ensure that CCL is not penalized for potential deficiencies of work of prior CM's. CCL has advised AGI that this will be a condition before it accepts this obligation.

AGI understands that Fansey wanted his wife to complete this role. AGI further understands that she is not sufficiently qualified to handle the role and it is likely not possible to outsource and entice an experienced third party to accept this role for a six-month period.

Status of Insurance

From review of a Certificate of Insurance from Purves Redmond Limited, it appears that the Builders Risk Insurance for the 36 freehold Townhomes expired on November 1, 2023. Fansey and James have indicated that an extension was requested from the insurance provider. AGI has not been provided confirmation that this policy was re-newed and is not aware of any Notice of Termination for this policy being issued.

Site Visit by AGI on November 30, 2023

On November 29, 2023, AGI reached out to Enzo to coordinate a site visit to update on the progress at the Jefferson Project. Enzo advised that he submitted his resignation on thirty days notice. Enzo updated AGI that for the last three weeks, Fanseay's wife (Jessica Sun or "**Jessica**") has final decision-making authority on all aspects of the Jefferson Project and that Fanseay whereabouts is unknown. From review of her LinkedIn account, Jessica is listed as VP. Marketing & Customer Relations at GGD.

Enzo further commented that the construction progress has significantly slowed as a result of Jessica's involvement. As an example, Jessica appears to be requesting additional quotes for items where the "best price" has already been secured. This delay in decision making impacts the timeline for completion of the Jefferson Project. Enzo opines that certain tasks need to happen immediately before winter, otherwise, it will be delayed until the spring of 2024. A second example from discussions with Frank is that Jessica is not approving PO's which significantly delays the delivery of materials to the site and thereby impacts the flow of work. A third example is that Jessica has refused to winterize (encapsulate) Block H. This needs to be completed immediately so that the sub-trades may work on the interior during the winter months. The situation appears to be deteriorating quickly as the sub-trades are threatening to leave the project as the October payable has not been paid.

On November 30, 2023, AGI attended the site to meet with Frank. Frank advised that the current delays negatively impact the ability to complete the project on time and on budget. Currently CCL was engaged for a six month term which expires in January 2024.

Revenue

There are 96 units available for sale (36 Freehold Townhomes and 60 Stacked Townhome condominiums) across nine buildings. From a review of Progress Draw No. 8 prepared by the Glynn Group, the Companies are only reporting 79 sales to date which equates to \$81,019,038 in gross revenue as per the chart below.

Description	Saleable S.F.	No. of Units	Unsold Revenue	Sold Revenue	Total Anticipated Gross Revenue
Stacked Townhomes	65,910	60	10,120,910	48,093,910	58,214,820
Freehold Townhomes	76,430	36	13,933,930	32,925,128	46,859,058
Closing Adjustments					720,000
Purchaser Upgrades					960,000
HST					(10,049,207)
	142,340	96	24,054,840	81,019,038	96,704,671

Note 1: The Owner of the Jefferson Property has held back 17 units for sale

AGI has not reviewed any of the purchase/sale agreements and is not able to comment on the fair value of the units sold or the ability of the parties to close on the transaction given the delays to construct as well as the increase in interest rates over the past eighteen months.

Expenditures

AGI understands from review of the Progress Draw No. 9 report from the Glynn Group that the revised budget to completion has increased by \$5.8MM, to \$101.6MM, as set out in the chart below.

Category	Description	Prior		New Proposed	
		Budget at Oct-23	Variance	Budget at Nov-23	Actual Costs to Nov-23
1	Total Land Cost	17,483,886	14,978	17,498,864	
2	Total Hard Costs - Construction	49,967,269	2,089,411	52,056,680	
3	Total Soft Costs - Development	8,510,827	(84,802)	8,426,025	
4	Total Soft Costs - Consultants	1,460,290	(20,000)	1,440,290	
5	Total Admin/Marketing	6,730,139	661,887	7,392,026	
6	Total Finance Charges	10,354,294	2,236,300	12,590,594	
7	Total HST	-	-	-	
8	Total Contingency	1,343,298	852,224	2,195,522	
9	Total Escalation	-	-	-	
	TOTAL REVISED BUDGET	95,850,003	5,749,998	101,600,001	

The funds to complete the Jefferson Project is estimated at from \$21MM to \$22MM.


VIII. PROPOSED RECOMMENDATIONS

The CSMCL and the lending syndicate have lost faith in Management of the Companies to complete the project on a timely basis and within the current budget.

There appears to be a legitimate risk that delays in decision making will negatively impact the timeline for possession taking by home owners. Accordingly, based on the foregoing, AGI is supportive of the relief sought by CSMCL to appoint a Court Receiver to complete the Jefferson project and to maximize recoveries from the sale of the completed units.

All of which is respectfully submitted this 5th day of December 2023.

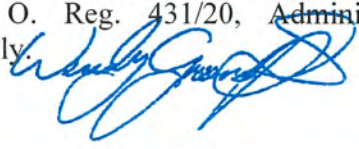
**ALBERT GELMAN INC.,
in its capacity as Consultant for
Cameron Stephens Mortgage Capital Ltd.
and as the Proposed Receiver for 2011836 Ontario Corp. and
Jefferson Properties Limited Partnership,
and not in any other capacity**

Per:  Digitally signed
by Bryan
Gelman

Bryan Gelman, *CIRP, LIT*
Managing Director

TAB Y

This is Exhibit "Y" 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

GLYNN

GROUP

Incorporated

**RICHMOND HILL GRACE
RICHMOND HILL, ONTARIO**

September 29, 2023

PROGRESS DRAW NO. 8 R1

JEFFERSON PROPERTIES LIMITED PARTNERSHIP

Prepared For:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

25 Adelaide Street East, Suite 600

Toronto, Ontario

M5C 3A1

Loan No. 3930-41

APPENDIX A

Project Capital Cost Summary

**RICHMOND HILL GRACE TOWNHOMES
36 TOWNHOUSE UNITS & 60 STACKED TOWNHOUSES, RICHMOND HILL, ONTARIO**

**CAPITAL COST AND COST TO DATE SUMMARY
PROGRESS DRAW NO. 8 R1 - SEPTEMBER 2023**

Description	Previous Budget A	Variance C-A	Proposed Budget C	% Complete	Amount To Date	Amount Previous	This Draw	Cost To Complete	Holdback Retained	Holdback Released	Contracts Received	Letter of Intent	Quotes Received	Cost Per Unit	Cost Per Saleable Area
1.00 LAND															
1.01 Land Purchase - Actual	17,265,000	-	17,265,000	100%	17,265,000	17,265,000	-	(0)	-	-	-	-	-	179,844	121.80
1.02 Land Purchase	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
1.03 Land Transfer Tax	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
1.04 Land Legal Fees	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
1.05 Land Misc.	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
1.06 Land Lift	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
1.07 VTB Carrying Costs	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
1.08 Sales Commissions	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
1.09 Property Taxes	218,486	0	218,486	79%	171,864	163,977	9,888	45,022	-	-	-	-	-	2,280	1.51
1.00 TOTAL LAND COSTS (I)	17,483,486	0	17,483,486	100%	17,483,486	17,428,977	9,888	45,022	-	-	-	-	-	182,124	121.43
2.00 HARD COSTS - CONSTRUCTION															
2.01 Construction - Demolition	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
2.02 Construction - Remediation	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
2.03 Construction - Site Preparation	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
Construction Expenses (Historical)	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
2.04 Construction - Below Grade - Parking Garage	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
2.05 Construction - Above Grade - Residential	800,000	-	800,000	97%	772,503	772,503	-	27,497	77,250	59,280	-	-	800,000	8,333	5.63
2.06 Construction - Above Grade - Site Work	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
2.07 Construction - Appliances	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
2.08 Construction - Commercial	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
2.09 Construction - Other	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
2.10 Construction - Hydro Servicing Underground	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
2.11 Construction - Construction Management Fee	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
Construction Expenses DC&F	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
2.12 Construction - Below Grade - Parking Garage	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
2.13 Construction - Above Grade - Residential	36,567,807	8,474,092	45,041,899	63%	28,305,893	26,073,928	2,231,965	16,736,066	2,538,594	1,547,013	13,559,384	6,877,317	8,528,453	409,186	316.41
2.14 Construction - Above Grade - Site Work	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
2.15 Construction - Appliances	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
2.16 Construction - Commercial	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
2.17 Construction - Bonding	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
2.18 Construction - Project Manager (Mondominil & Others)	494,770	-	494,770	100%	494,770	494,770	-	-	49,477	49,477	-	-	-	5,154	3.41
2.19 Construction - Construction Management Fee (DC&F Corp)	320,800	-	320,800	100%	320,800	320,800	-	-	-	-	-	-	40,000	3,333	2.25
2.20 Construction - Construction Management Fee (DC&F Corp - Settlement)	-	1,310,000	1,310,000	100%	1,210,000	-	-	1,210,000	-	-	-	-	-	13,604	8.50
2.21 Construction - Construction Management Fee (Corr - Monthly Portion)	921,600	225,000	1,146,600	18%	201,174	80,000	111,174	915,476	-	580,000	-	-	-	11,944	8.06
2.22 Construction - Construction Management Fee (Corr - Performance Portion)	720,000	-	720,000	8%	54,315	-	54,315	665,765	-	720,000	-	-	-	7,500	5.06
2.23 Construction - Construction Management Fee (Corr - PDI)	42,000	-	42,000	0%	-	-	-	42,000	-	-	-	-	-	439	0.30
2.24 Construction - Tie-Back / Crane Agreements	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
2.25 Construction - Insurance	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
2.26 Construction - FF&E / Rooftop Amenity Furniture	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
2.27 Construction - After Sales Service	192,000	-	192,000	0%	-	-	-	192,000	-	-	-	-	-	2,000	1.35
2.00 TOTAL HARD COSTS - CONSTRUCTION (J)	40,858,177	9,009,692	49,867,869	63%	31,385,528	27,751,291	3,637,224	18,606,744	2,445,321	1,645,770	14,139,384	6,877,317	9,248,453	520,492	381.85
3.00 SOFT COST - DEVELOPMENT															
3.01 Demolition Permit Fees	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
3.02 Building Permit Fees	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
3.03 Building Permit Fees - miscellaneous	20,000	-	20,000	0%	-	-	-	-	20,000	-	-	-	-	208	0.14
Development Charges (Residential)	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
3.04 Development Charges - Town	1,060,740	-	1,060,740	100%	1,060,740	1,060,740	-	-	-	-	-	-	-	11,049	7.45
3.05 Development Charges - Region Softs	864,600	-	864,600	100%	864,600	864,600	-	-	-	-	-	-	-	5,006	0.67
3.06 Development Charges - Region Hard Costs	1,509,600	-	1,509,600	100%	1,509,600	1,509,600	-	-	-	-	-	-	-	15,725	10.61
3.07 Development Charges - Education	485,760	-	485,760	100%	485,760	485,760	-	-	-	-	-	-	-	5,060	3.41
3.08 Development Charges - Finance Fee	2,862	(0)	2,862	92%	2,636	2,636	-	226	-	-	-	-	-	30	0.02
3.09 Development Charges - Historical Fees Paid (Pitchehold)	3,582,704	-	3,582,704	100%	3,582,704	3,582,704	-	-	-	-	-	-	-	37,313	25.17
Development Charges (Commercial)	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
3.10 Development Charges - Town	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
3.11 Development Charges - Region	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
3.12 Development Charges - Hydro	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
3.13 Development Charges - Education	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
3.14 Development Charges - Finance Fee	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
3.15 Development Charges - Escalation	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
3.16 Parkland Dedication	690,000	-	690,000	100%	690,000	690,000	-	-	-	-	-	-	-	7,188	4.85
3.17 Section 37 Fees	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
3.18 Heritage Program	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
3.19 C/o Engineering Fees	295,061	0	295,061	100%	295,061	295,061	-	-	-	-	-	-	-	3,074	2.07
3.20 Subdivision Agreement	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
3.21 City Legal Fee	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
3.22 Expenses & Allowances	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
3.23 Disbursement	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
3.24 Gas	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
3.25 Site Utility Connections	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
3.26 Hydro Connections	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
3.27 Zoning Variance	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
3.28 Site Plan Approval	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
3.29 Draft Plan Approval	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
3.30 Street Trees Fees	52,512	-	52,512	0%	-	-	-	52,512	-	-	-	-	-	547	0.37
3.31 Street Trees Fees - Recovery	(52,512)	-	(52,512)	0%	-	-	-	(52,512)	-	-	-	-	-	(477)	(0.32)
3.32 Water Meter Fees	50,976	-	50,976	0%	-	-	-	50,976	-	-	-	-	-	531	0.36
3.33 Water Meter Fees - Recovery	(50,976)	-	(50,976)	0%	-	-	-	(50,976)	-	-	-	-	-	(531)	(0.36)
3.34 Hydro Meter Fees	33,600	-	33,600	0%	-	-	-	33,600	-	-	-	-	-	350	0.24
3.35 Hydro Meter Fees - Recovery	(33,600)	-	(33,600)	0%	-	-	-	(33,600)	-	-	-	-	-	(350)	(0.24)
3.00 TOTAL DEVELOPMENT (K)	8,510,827	(0)	8,510,827	100%	8,490,601	8,490,601	-	20,226	-	-	-	-	-	84,264	59.72

**RICHMOND HILL GRACE TOWNHOMES
36 TOWNHOUSE UNITS & 60 STACKED TOWNHOUSES, RICHMOND HILL, ONTARIO**

**CAPITAL COST AND COST TO DATE SUMMARY
PROGRESS DRAW NO. 8 R1 - SEPTEMBER 2023**

Description	Previous Budget	Variance	Proposed Budget	% Complete	Amount To Date	Amount Provision	This Draw	Cost To Complete	Holdback Retained	Holdback Released	Contracts Received	Letter of Intent	Quotes Received	Cost Per Unit	Cost Per Saleable Area
5.53 Sales - Model	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
5.54 Sales - Social Media	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
5.55 Sales - E-Plans	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
5.56 Sales - Online Ad	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
5.57 Sales - Misc.	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
5.58 Sales - Purchaser Delay Costs	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
5.59 Sales - Purchaser Cash Rebate	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
5.60 Sales - Upgrade Commission	163,800	-	163,800	0%	-	-	-	163,800	-	-	-	-	-	1,706	1.13
5.61 Sales - Leasing Customer Care	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
5.62 Sales - Leasing Warranty	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
5.63 Sales - Leasing Commission	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
5.64 Sales - Commissions Internal (1.15% on 100% of Units)	1,045,551	47,432	1,092,983	57%	348,589	348,589	-	744,394	-	-	-	-	-	11,383	7.64
5.65 Sales - Commissions Ext. Broker (0.6% on 100% of Units)	2,727,004	123,717	2,850,740	4%	100,000	100,000	-	2,750,740	-	-	-	-	-	29,695	20.63
5.69 TOTAL ADMIN/MARKETING (5)	6,449,853	388,283	6,738,136	41%	2,748,490	2,617,186	131,284	3,981,645	-	-	-	-	-	76,166	47.18
6.00 FINANCE CHARGES															
6.01 Project Monitor - Historical	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
6.02 Project Monitor - GCJ	95,384	17,000	112,384	63%	70,584	58,584	12,000	41,800	-	-	-	-	-	1,171	0.79
6.03 Land Mortgage (Draw)	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
6.04 Lender's Legal Fees	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
6.05 Commitment Fee	98,800	-	98,800	100%	98,800	98,800	-	-	-	-	-	-	-	1,029	0.69
6.06 Admin Fee	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
6.06 Historical Bank Charges	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
6.07 Interest Costs	3,538,415	-	3,538,415	100%	3,538,415	3,538,415	-	-	-	-	-	-	-	36,858	24.46
6.08 New Financing (Mortgage Financing)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6.09 Lender's Legal Fees	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
6.09 Annual Fee	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
6.10 Commitment Fee	10,000	-	10,000	100%	10,000	10,000	-	-	-	-	-	-	-	104	0.07
6.11 New Financing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6.12 Lender's Legal Fees	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
6.12 Commitment Fee	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
6.13 Admin Fee	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
6.14 Broker Fee	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
6.15 Interest Costs	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
6.16 Construction Loan	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6.16 Lender's Legal Fees	33,655	73,500	107,155	61%	64,980	14,980	50,000	43,175	-	-	-	-	-	1,116	0.75
6.17 Commitment Fee	658,536	-	658,536	100%	658,536	658,536	-	-	-	-	-	-	-	6,860	4.63
6.18 Letters of Credit Fees	58,376	-	58,376	35%	20,188	20,188	-	38,188	-	-	-	-	-	668	0.41
6.19 Broker Fee	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
6.20 Occupancy Income	(184,135)	4,398	(179,737)	0%	-	-	-	(179,737)	-	-	-	-	-	(1,872)	(1.26)
6.21 Occupancy & Maintenance Charges	33,123	(11,408)	21,716	0%	-	-	-	21,716	-	-	-	-	-	236	0.15
6.22 Interest	15,088	-	15,088	0%	-	-	-	15,088	-	-	-	-	-	157	0.11
6.23 Holdback by CMSE	65,662	-	65,662	100%	65,662	65,662	-	-	-	-	-	-	-	684	0.46
6.24 Interest Earned on Deposits	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
6.25 Amendment Fee	100,000	-	100,000	100%	100,000	100,000	-	-	-	-	-	-	-	1,042	0.70
6.26 Discharge Fees	19,200	-	19,200	6%	-	-	-	19,200	-	-	-	-	-	200	0.13
6.27 Misc. Finance Charges	25,000	-	25,000	93%	23,237	21,452	1,785	1,763	-	-	-	-	-	260	0.18
6.28 Disbursement Fee	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
6.29 Admin Fee	3,000	100	3,100	65%	2,400	2,050	350	1,200	-	-	-	-	-	39	0.03
6.30 Interest on Loan (Bank Loan)	8,000,000	700,000	8,700,000	71%	4,034,902	3,399,902	635,000	1,665,000	-	-	-	-	-	59,375	40.65
6.00 TOTAL FINANCE CHARGES (6)	9,570,704	783,491	10,354,194	84%	8,687,703	7,948,368	739,335	1,666,591	-	-	-	-	-	197,857	12.74
7.00 HST															
7.01 HST on Payables	6,304,238	1,392,800	7,697,039	59%	4,562,981	4,063,106	499,875	3,134,047	-	-	-	-	-	80,177	54.08
7.02 HST Credit	(6,304,238)	(1,392,800)	(7,697,039)	54%	(4,177,072)	(3,841,478)	(335,595)	(3,519,916)	-	-	-	-	-	(80,177)	(54.08)
7.03 HST on Revenue	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
7.00 TOTAL HST (3)	-	-	-	0%	385,909	221,628	164,280	(385,909)	-	-	-	-	-	-	-
8.00 CONTINGENCY															
8.01 Contingency - Hard Costs	1,021,887	321,410	1,343,297	0%	-	-	-	1,343,297	-	-	-	-	-	13,993	9.41
8.02 Contingency - Soft Costs	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
8.00 TOTAL CONTINGENCY (8)	1,021,887	321,410	1,343,297	0%	-	-	-	1,343,297	-	-	-	-	-	13,993	9.41
9.00 ESCALATION															
9.01 Hard Cost Escalation	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
9.02 Soft Cost Escalation	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
9.00 TOTAL CONTINGENCY (9)	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-
TOTAL PROJECT (1-9)	84,150,000	11,499,999	95,650,000	73%	70,321,013	68,515,359	4,805,655	25,538,086	2,665,211	1,655,778	15,139,284	6,877,447	9,166,453	998,437	671.48
Check	84,150,000	11,599,999	95,750,000	73%	70,321,013	65,515,359	4,805,655	25,538,086			16%	7%	10%	998,437	673.40
			0												
			Less, Holdback Retained		(2,665,321)	(2,636,611)	(28,710)	2,665,321							
			Add, Holdback Released		1,655,778	1,655,778	0	(1,655,778)							
			Net Cost To Date		69,311,462	64,534,517	4,776,945	26,838,637							
			Check		69,311,462	64,534,517	4,776,945	26,538,537							
															5.1%

Borrower's Reported Cost to Date (September 10, 2023)	87,738,539
Less, 10000 BMO Chequing	(299,638)
Less, 10001 BMO Savings	(1,814)
Less, 10005 NDC	-

**RICHMOND HILL GRACE TOWNHOMES
36 TOWNHOUSE UNITS & 60 STACKED TOWNHOUSES, RICHMOND HILL, ONTARIO**

**CAPITAL COST AND COST TO DATE SUMMARY
PROGRESS DRAW NO. # R1 - SEPTEMBER 2023**

Description	Previous Budget	Variance	Proposed Budget	% Complete	Amount To Date	Amount Previous	This Draw	Cost To Complete	Holdback Retained	Holdback Released	Contracts Received	Letter of Intent	Quotes Received	Cost Per Unit	Cost Per Saleable Area
Less, 10006 NDC		(849)													
Less, 10007 NDC		(247)													
Less, 10008 NDC		(282,755)													
Less, 16041 Bank P/C Revaluation		(1,063,473)													
Less, 12013 Unexpended Funds	Deposits	(1,144,993)													
Less, Prepaid Expenses		-													
Less, 11020 Returned Cheques (*)		(80,000)													
Less, 15602 Land Adjustment		(11,421,375)													
ADD Land Adjustment		391,848													
Less, 12012 Tarion Fee (Security Issued already by Client)	LC	(2,965,787)													
Less, 16001 Trust Account Receivable	Deposits	(2,372,296)													
Less, Holdback by CSME		-													
Less, Security Deposits	LC	(668,202)													
Less, Credit Card		(91,731)													
Less, Due to Shareholder		(4,659,939)													
Less, Mezz Fee		(30,000)													
ADD Finance Adjustment to Construction Financing 17003		1,129,796													
ADD Finance Adjustment to Construction Financing 12000		2,445,301													
Less, Legal F&R Invoice (Litigation)		(48,110)													
Less, Office Renovation, Rent		(36,004)													
Accruals		-													
Construction Finance Fee (Oct. 23, 22)		-													
CS - Legal Fee		30,000													
CS - Admin Fee		1,400													
CS - Interest to November, 1, 2023		3,446,755													
Project Monitor		(13,000)													
Daton Group - Adjustment per AP - 1.03		1,500													
Atari at Ellis Wall Systems - Adjustment per AP		-													
Micro Ab - Adjustment per AP		19,347													
IST		157,300													
Holdback		(1,069,551)													
Financing		-													
Total Adjusted Costs to Date		69,311,462													
Check		(69,311,462)													

**RICHMOND HILL GRACE TOWNHOMES
36 TOWNHOUSE UNITS & 60 STACKED TOWNHOMES, RICHMOND HILL, ONTARIO**

**CONSTRUCTION COST SUMMARY
PROGRESS DRAW NO. 8 R1 - SEPTEMBER 2023**

Description	Previous Budget B	Variance C-B	Project Budget C	% Complete	Amount To Date	Amount Previous	This Draw	Cost To Complete	Holdback Retained	Holdback Released	Contracts Received	Letter of Intent	Quotes/PO Received	Name of Contractor	Cost Per Unit #6	Cost Per S.F. 142.2M
1.00 Division 1																
1.01 Historical Coins	4,410,044	(368,650)	4,042,299	100%	4,042,299	4,410,044	(368,650)	-	255,780	255,780	0	-	3,528,473		42,107	29.80
1.02 Site Supervisor	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.03 Assistant Site Supervisor	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.04 Site Clerk	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.05 Truck / Parking	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.06 Survey Layout	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.07 Site Events	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.08 Temp. Hydro Site Services Set Up	1,192	-	1,192	100%	1,192	1,192	0	(0)	-	-	-	-	-		12	0.01
1.09 Temp. Hydro Site Services	15,000	-	15,000	100%	2,470	3,193	677	12,130	-	-	-	-	-		156	0.11
1.10 Temp. communications (telephone)	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.11 Temp. Water Services	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.12 Temp. Water	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.13 Temp. Toilet	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.14 Temporary Gas	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.15 Hydro Line Protection	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.16 Temporary Heat	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.17 Water Heat	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.18 Temporary Access Roads / Maintenance	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.19 Temporary Walkways	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.20 Temporary Protection	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.21 Pave, Add & Maintain	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.22 Temp. Site Office	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.23 Temp. Site Office Equipment	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.24 Office Supplies	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.25 Site Protection	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.26 Hoarding / Fence Rental	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.27 Site Security	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.28 Safety Control	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.29 Elevation Maintenance	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.30 Labour	400,000	-	400,000	11%	43,083	-	43,083	357,915	-	-	-	-	-		4,167	2.81
1.31 Final Cleaning	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.32 Street Cleaning	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.33 Snow Removal	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.34 Waste Management - Bulk	215,410	-	215,410	63%	136,293	129,377	6,917	79,117	-	-	-	-	-		3,244	4.51
1.35 Waste Management - Chain	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.36 Site Signage	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.37 Service Unit Operator	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.38 Service Unit	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.39 Equipment Rental	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.40 Temp. Site Office	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.41 Office Supplies	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.42 Rental Equipment	597,955	168,683	566,643	87%	466,643	247,462	219,181	100,000	-	-	-	-	-		5,905	3.98
1.43 Cleaner Service & Mileage	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.44 Welding	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.45 Crane Rental	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.46 Crane Rental Operator	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.47 Air Bunch Dewatering / Materials	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.48 Traffic Control	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.49 Miscellaneous Items	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.50 Slab edge safety rental	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.51 Site Safety Tap	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.52 Photographs	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.53 Testing & Inspections	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.54 Publications	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
1.55 Misc	61,184	88,896	150,000	0%	-	-	-	150,000	-	-	-	-	-	Core	1,563	1.05
1.60 Total Division 1	5,101,669	288,555	5,290,544	87%	4,691,282	4,781,572	(100,190)	699,162	285,780	255,780	-	-	3,528,473		56,451	37.87
2.00 Division 2																
2.01 Remediation	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
2.02 Environmental Remediation	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
2.03 Site Clearing	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
2.04 Demolition	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
2.05 Shoring	766,368	-	766,368	100%	766,368	766,368	-	-	76,627	76,627	740,000	-	-	Ansa-Com	7,983	5.38
2.06 Shoring	10,855	-	10,855	100%	10,855	10,855	-	-	1,083	1,083	-	-	-		113	0.08
2.07 Excavations & Backfill	1,062,299	50,000	1,112,299	99%	1,062,299	1,062,299	-	50,000	186,221	95,511	1,035,000	-	-	Ansa-Com	11,886	7.81
2.08 Excavations & Backfill	77,591	-	77,591	100%	77,591	77,591	-	-	7,758	-	-	-	-		808	0.55
2.09 Gravel	228,774	150,000	378,774	60%	228,774	228,774	-	150,000	9,549	9,549	-	-	-		3,948	2.66
2.10 Paving & Curb	490,000	-	490,000	98%	478,533	441,241	36,792	11,467	47,553	37,408	-	-	-		5,104	3.44
2.11 Underlath Drainage	83,393	-	83,393	100%	83,393	83,393	-	-	8,219	-	-	-	-	Alto Concrete & Driv	853	0.58
2.12 Underlath Drainage	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
2.13 Exterior Signage	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
2.14 Signage	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
2.15 Miscellaneous Features	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
2.16 Street Furniture	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
2.17 Site Servicing - Roads	2,181,797	-	2,181,797	87%	2,087,966	2,087,966	-	293,892	208,791	203,890	2,131,792	-	-	Hud Rock	32,810	16.71
2.18 Landscaping	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
2.19 Landscaping	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
2.20 Landscaping	250,000	790,000	1,000,000	0%	-	-	-	1,000,000	-	-	-	-	-		10,417	7.01
2.21 City address sign reinstatement	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
2.22 External Roadway Reinstatement	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
2.60 Total Division 2	5,349,897	958,000	6,299,897	76%	4,784,829	4,787,757	36,792	1,609,358	466,124	423,984	3,896,797	-	-		65,624	44.30
3.00 Division 3																
3.01 Concrete Formwork	2,536,320	-	2,536,320	100%	2,536,320	2,536,320	-	-	253,633	253,633	-	-	2,536,320		26,420	17.82

**RICHMOND HILL GRACE TOWNHOMES
36 TOWNHOUSE UNITS & 60 STACKED TOWNHOUSES, RICHMOND HILL, ONTARIO**

**CONSTRUCTION COST SUMMARY
PROGRESS DRAW NO. 8 R1 - SEPTEMBER 2023**

Description	Previous Budget		Project Budget		% Complete	Amount To Date	Amount Drawn	Tba Draw	Cost To Complete	Holdback Retained	Holdback Released	Contracts Received	Letter of Intent	Quotes/PO Received	Name of Contractor	Cost Per Unit %	Cost Per S.F. 142,338		
	B	C-B	C																
3.02 Concrete Formwork - DNR	257,409	-	257,409	-	100%	566,536	566,536	1,406	105,913	56,635	-	-	-	-	-	-	7,890	5.32	
3.03 Concrete Formwork - Conform	1,120,583	(132,247)	1,008,336	-	100%	1,084,833	1,279,580	(195,747)	-	108,483	-	-	-	-	-	-	11,321	7.64	
3.04 Rebar Sheeh	1,000,000	-	1,000,000	-	100%	996,500	996,500	-	3,210	97,439	97,439	-	-	-	-	-	10,417	7.03	
3.05 Rebar Floor	272,000	-	272,000	-	100%	246,981	246,981	-	25,019	24,699	24,699	-	-	-	-	-	2,433	1.91	
3.06 Rebar Decking	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
3.07 Concrete Supply	1,110,000	-	1,110,000	-	100%	1,109,618	1,092,666	17,950	384	85,688	85,688	-	-	-	-	-	11,563	7.80	
3.08 Concrete Place	329,291	-4,531	333,822	-	100%	333,822	325,877	7,945	-	33,482	26,139	-	-	-	-	-	3,477	2.35	
3.09 Supply & Place Concrete Accessories	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
3.10 Allowance for seal/finishing of slabs	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
3.11 Dressout Slabs / wall panels	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
3.12 Forming & Crane	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
3.13 Architectural Precast	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
3.14 Concrete Repairs	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
3.15 Crane Pad	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
3.00 Total Division 3	7,244,669	(148,317)	7,096,352		97%	6,876,726	7,092,878	(126,152)	219,727	608,179	487,767	416,637		2,636,239			73,921	49.86	
4.00 Division 4																			
4.01 Masonry - External Labour	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
4.02 Masonry - External Material & Labour	643,509	(172,113)	471,397	-	100%	471,397	471,397	-	0	47,140	236,254	-	-	-	-	-	4,910	3.31	
4.03 Masonry - External Material & Labour	-	1,300,000	1,300,000	37%	100%	484,618	484,618	-	484,618	315,362	48,464	-	-	-	1,100,000	-	13,542	9.13	
4.04 Masonry - Material Supply	-	-	200,000	-	45%	86,671	86,671	-	-	113,327	8,667	-	-	-	-	-	2,083	1.41	
4.00 Total Division 4	643,509	1,227,887	1,971,397		55%	1,842,708	471,397	871,311	928,689	184,271	22,424			1,100,000			10,835	13.85	
5.00 Division 5																			
5.01 Structural Steel & Misc. Metals	320,021	266,763	586,786	-	66%	386,786	320,021	66,765	200,000	18,679	25,010	-	-	-	-	-	246,786	6.113	4.12
5.02 Metal Fabrications	472,113	-	472,113	17%	100%	57,434	57,434	-	414,681	5,743	-	472,113	-	-	-	-	-	4,918	3.32
5.03 Balcony Enclosures	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
5.04 Balcony Dividers	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
5.05 Roof Accessories	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
5.06 Metal Decking	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
5.00 Total Division 5	792,136	266,763	1,058,901		42%	444,220	377,455	66,765	614,081	44,427	26,010	472,113		246,786			11,830	7.44	
6.00 Division 6																			
6.01 Kitchen Cabinets	450,000	30,000	480,000	43%	100%	225,000	225,000	-	255,000	22,500	-	-	-	-	-	-	450,000	5,000	2.17
6.02 Counter Tops	240,000	(168,000)	72,000	100%	100%	72,000	72,000	-	2,000	-	-	-	-	-	-	-	-	700	0.51
6.03 Counter Tops (Core Sub Trade)	255,000	-	255,000	100%	100%	-	-	-	255,000	-	-	-	-	-	-	-	255,000	2,654	1.79
6.04 Rough Carpentry - Labour	1,399,748	300,000	1,699,748	79%	100%	1,342,241	1,240,337	(101,904)	337,507	134,224	11,248	-	-	-	-	-	1,399,748	17,700	11.94
6.05 Rough Carpentry - Supply	1,909,344	140,883	2,050,229	100%	100%	2,050,229	1,909,344	140,885	-	187,891	187,891	-	-	-	-	-	2,050,229	21,537	14.40
6.06 Rough Carpentry - Supply	171,339	31,420	202,759	100%	100%	202,759	171,339	31,420	-	-	-	-	-	-	-	-	-	2,124	1.45
6.07 Rough Carpentry - Supply	1,261,210	-	1,261,210	81%	100%	941,856	924,822	20,038	319,324	94,186	-	-	-	-	-	-	1,261,210	13,138	8.86
6.08 Finish Carpentry - Supply & Install	340,000	-	340,000	0%	0%	-	-	-	340,000	-	-	-	-	-	-	-	-	3,542	2.39
6.09 Cultural Mable	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
6.10 Int. Wood Stairs	753,000	-	753,000	10%	100%	75,000	-	-	35,000	678,000	7,500	-	-	-	-	-	753,000	7,844	5.29
6.11 Int. Railings	122,000	-	122,000	0%	0%	-	-	-	122,000	-	-	-	-	-	-	-	122,000	1,271	0.86
6.12 Floors & Walls - Block I	406,868	-	406,868	100%	100%	406,868	406,868	-	-	-	-	-	-	-	-	-	406,868	4,238	2.86
6.13 Floors & Walls - Block II	375,000	-	375,000	11%	100%	66,711	66,711	-	308,289	40,672	-	-	-	-	-	-	375,000	3,900	2.63
6.14 Floors & Walls - Block G	394,018	-	394,018	100%	100%	394,018	394,018	-	-	39,202	-	-	-	-	-	-	375,000	4,104	2.77
6.15 Interior Custom Millwork	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
6.16 Suite Entry Doors	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
6.17 Sliding Doors - Owners	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
6.00 Total Division 6	7,824,666	691,366	8,416,032		69%	6,780,782	6,409,666	371,287	2,635,170	640,269	199,139	2,000,606	5,416,207	46,648			87,666	59.13	
7.00 Division 7																			
7.01 Traffic Lapping	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
7.02 Venturiops	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
7.03 Foam Insulation & Caulking	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
7.04 Roofing - Roof & Sheet Metal	330,378	-	330,378	100%	100%	330,378	330,378	-	-	23,040	4,780	-	-	-	-	-	3,442	2.47	
7.05 Roofing - Roof & Sheet Metal	399,366	(201,786)	197,580	100%	100%	197,580	197,580	-	18,880	18,880	-	-	-	-	-	-	1,067	1.32	
7.06 Roofing - Roof & Sheet Metal	-	825,000	825,000	5%	100%	45,211	-	-	35,211	779,789	4,521	-	-	-	-	-	825,000	8,594	5.80
7.07 Roofing	489,022	(5,100)	484,822	100%	100%	484,822	489,022	(5,100)	-	48,482	31,442	-	-	-	-	-	47,798	5,050	3.41
7.08 Waterproofing	-	320,700	320,700	30%	100%	234,460	-	-	36,240	22,440	-	-	-	-	-	-	320,700	3,341	2.25
7.09 Waterproofing	160,000	(10,000)	150,000	18%	100%	27,466	-	-	22,466	124,534	2,471	-	-	-	-	-	1,563	1.03	
7.10 Ceiling	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
7.11 Suction Finish	335,000	182,473	517,473	42%	100%	256,046	40,240	176,006	285,029	25,095	-	-	-	-	-	-	542,870	5,655	3.81
7.12 Metal Panels	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
7.13 Waterproofing	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
7.14 Balcony Treatment	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
7.15 Sub on Grade Tank	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
7.00 Total Division 7	1,725,906	1,116,699	2,842,605		55%	1,658,183	1,099,370	408,733	1,284,492	164,810	53,127	825,000		911,308			29,610	19.97	
8.00 Division 8																			
8.01 Hollow Metal Door Frame & Hardware	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
8.02 Sliding Glass Doors	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	
8.03 Garage Doors	41,000	(40,000)	1,000	100%	100%	1,000	1,000	-	-	77,850	100	-	-	-	-	-	77,850	811	0.55
8.04 Garage Doors (Core Sub Trade)	-	77,850	77,850	34%	100%	286,091	286,091	-	568,211	28,699	20,309	-	-	-	-				

**RICHMOND HILL GRACE TOWNHOMES
36 TOWNHOUSE UNITS & 60 STACKED TOWNHOUSES, RICHMOND HILL, ONTARIO**

**CONSTRUCTION COST SUMMARY
PROGRESS DRAW NO. 8 R1 - SEPTEMBER 2023**

Description	Previous Budget B	Variance C-B	Project Budget C	% Complete	Amount To Date	Amount Previous	This Draw	Cost To Complete	Holdback Retained	Holdback Released	Contracts Received	Letter of Intent	Quotes/PO Received	Name of Contractor	Cost Per Unit 96	Cost Per S.F. 147.528
15.00 Total Division 15	2,669,989	1,814,293	4,484,282	24%	1,443,050	811,419	631,631	2,741,232	144,305	21,120	1,949,406	1,461,140	158,449		45,586	-29.49
16.00 Division 16																
16.01 Electrical	1,417,168	-	1,417,168	60%	983,384	837,192	146,192	433,784	98,338	39,353	1,417,168	-	-	Maven Group	14,762	9.50
16.02 TV / Cabling	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
16.03 Site Services	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
16.04 Security System	24,453	-	24,453	0%	-	-	-	24,453	-	-	-	-	-		255	0.17
16.05 Supply Light Fixtures	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
16.00 Total Division 16	1,441,621	-	1,441,621	68%	983,384	837,192	146,192	458,237	98,338	39,353	1,417,168	-	-		15,017	10.13
CONSTRUCTION SUB-TOTAL	36,567,807	8,474,892	45,042,699	63%	28,385,893	26,875,928	2,331,965	16,736,066	2,538,594	1,547,013	13,559,284	6,877,247	8,528,453		469,186	316.44
CHANGE ORDERS																
CO # 01	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
CM Fee	-	-	-	0%	-	-	-	-	-	-	-	-	-		-	-
CHANGE ORDERS TOTAL				0%												
TOTAL CONSTRUCTION COSTS	36,567,807	8,474,892	45,042,699	63%	28,385,893	26,875,928	2,331,965	16,736,066	2,538,594	1,547,013	13,559,284	6,877,247	8,528,453		469,186	316.44

APPENDIX B

Projected Cashflow Forecast

RICHMOND HILL GRACE TOWNHOMES
36 TOWNHOUSE UNITS & 60 STACKED TOWNHOUSES, RICHMOND HILL, ONTARIO

CASHFLOW FORECAST
 PROGRESS DRAW NO. 8 R1 - SEPTEMBER 2023

EXPENDITURES	Total Budget	Sep-23 10	Oct-23 11	Nov-23 12	Dec-23 13	Jan-24 14	Feb-24 15	Mar-24 16	Apr-24 17	May-24 18	Jun-24 19	Jul-24 20	Aug-24 21	Total Budget
CLOSING SUMMARY														
Sales Summary														
Sales - Townhomes	36	28	-	-	-	-	-	-	-	-	8	-	-	36
Sales - Stacked Townhomes	60	51	-	-	-	-	-	-	-	-	9	-	-	60
Accumulated Sales		79	79	79	79	79	79	79	79	79	96	96	96	
Occupancy Summary														
Occupancy - Townhomes							6	8	8					21
Occupancy - Stacked Townhomes							6	14	22					
Accumulated Occupancy														
Closing Summary						10	15	3			8			36
Closing - Townhomes									51		9			60
Closing - Stacked Townhomes						10	15	3	79	79	96	96	96	
Accumulated Closing						10	15	3	51	79	96	96	96	

APPENDIX C

Margin Calculation

**RICHMOND HILL GRACE TOWNHOMES
36 TOWNHOUSE UNITS & 60 STACKED TOWNHOUSES, RICHMOND HILL, ONTARIO**

**MARGIN CALCULATION
PROGRESS DRAW NO. 8 R1 - SEPTEMBER 2023**

SOURCE OF FUNDS	Original	Variance	Proposed
Construction Loan Facility No. 1			53.3% \$ 51,110,840
Original Loan Amount	\$ 56,178,000	\$ -	
Additional Equity	\$ 15,067,160	\$ -	
Less, Purchaser Deposits	\$ -	\$ -	
Revised Loan Amount	\$ 71,245,160	\$ -	
Land Loan	\$ -	\$ -	0.0% \$ -
New Financing Loan	\$ -	\$ -	0.0% \$ -
Borrower's Cash Equity	\$ 11,560,000	\$ -	12.1% \$ 11,560,000
Borrower's Additional Equity Injected	\$ 5,067,160	\$ 3,119,465	8.5% \$ 8,186,625
Borrower's Additional Equity to be Injected	\$ -	\$ 11,042,129	11.5% \$ 11,042,129
Townhouses (Parelfold)			
Purchaser TARIION Deposits Received	\$ 560,000	\$ -	0.6% \$ 560,000
Purchaser TARIION Deposits to be Received	\$ -	\$ -	0.0% \$ -
Purchaser ECDI Deposits Received	\$ 3,480,000	\$ -	3.6% \$ 3,480,000
Purchaser ECDI Deposits to be Received	\$ 638,249	\$ -	0.7% \$ 638,249
Stacked Townhouses (Combo)			
Purchaser TARIION Deposits Received	\$ 1,040,000	\$ -	1.1% \$ 1,040,000
Purchaser TARIION Deposits to be Received	\$ -	\$ -	0.0% \$ -
Purchaser ECDI Deposits Received	\$ 1,067,674	\$ (0)	1.1% \$ 1,067,674
Purchaser ECDI Deposits to be Received	\$ 3,449,101	\$ 0	3.6% \$ 3,449,101
Deferred Costs - Sales Commissions	\$ 3,245,929	\$ 147,453	3.5% \$ 3,393,382
Deferred Costs - Legal Costs	\$ 120,000	\$ -	0.1% \$ 120,000
Deferred Costs - Management Fees (Cost)	\$ -	\$ -	0.0% \$ -
Deferred Costs - Allr Sales Service	\$ 192,000	\$ -	0.2% \$ 192,000
Deferred Costs - Construction Costs	\$ -	\$ -	0.0% \$ -
TOTAL SOURCE OF FUNDS	\$ 81,540,953	\$ 14,309,047	100% \$ 95,850,000
PROJECT BUDGET	\$ 81,540,953	\$ 14,309,047	100% \$ 95,850,000
FUNDING (SHORTFALL) / SURPLUS	\$ -	\$ 0	\$ 0

PRIMARY MARGIN CALCULATION	
Cost to Date	\$ 70,321,013
AM, Holdback Released	\$ 1,655,770
Less, Holdback Retained	\$ (2,605,321)
Less, Land Loan	\$ -
Less, Financing Loan	\$ -
Less, Borrower's Cash Equity	\$ (11,560,000)
Less, Additional Cash Equity Injected	\$ (8,186,625)
Less, Borrower's Equity to be Injected	\$ -
Less, Purchaser Deposits (Tariion)	\$ (560,000)
Less, Purchaser Deposits (Excess)	\$ (3,480,000)
Less, Purchaser Deposits (Tariion)	\$ (1,040,000)
Less, Purchaser Deposits (Excess)	\$ (738,237)
AM, Temporary Adjustment	\$ -
LOAN CEILING	\$ 43,736,601
Less, Outstanding Loan	\$ (40,090,073)
Less, Repayments to Date	\$ -
CURRENT ADVANCE	\$ 3,646,528

SECONDARY MARGIN CALCULATION	
Lender's Loan Amount	\$ 51,110,840
Less, Cost to Complete	\$ (25,528,986)
AM, Holdback Released	\$ 1,655,770
Less, Holdback Retained	\$ (2,605,321)
AM, New Financing Loan	\$ -
AM, Additional Equity	\$ 11,042,129
AM, Deposits to be Received (Tariion)	\$ -
AM, Deposits to be Received (Excess)	\$ 638,249
AM, Deposits to be Received (Tariion)	\$ -
AM, Deposits to be Received (Excess)	\$ 3,778,538
AM, Deferred Costs - Sales Commissions	\$ 3,393,382
AM, Deferred Costs - Legal Costs	\$ 120,000
AM, Deferred Costs - Management Fees	\$ -
AM, Deferred Costs - Allr Sales Service	\$ 192,000
AM, Deferred Costs - Other	\$ -
AM, Temporary Adjustment	\$ -
LOAN CEILING	\$ 43,736,601
Less, Outstanding Loan	\$ (40,090,073)
Less, Repayments to Date	\$ -
CURRENT ADVANCE	\$ 3,646,528

FINANCE PROGRAM	SOURCE OF FUNDS	TOTAL ADVANCES	PREVIOUS ADVANCES	CURRENT ADVANCE	FUNDS TO COMPLETE
Construction Loan Facility No. 1	\$ 51,110,840	\$ 43,736,601	\$ 40,090,073	\$ 3,646,528	\$ 7,374,239
Land Loan	\$ -	\$ -	\$ -	\$ -	\$ -
New Financing Loan	\$ -	\$ -	\$ -	\$ -	\$ -
Borrower's Cash Equity	\$ 11,560,000	\$ 11,560,000	\$ 11,560,000	\$ -	\$ -
Borrower's Additional Equity Injected	\$ 8,186,625	\$ 8,186,625	\$ 7,056,307	\$ 1,130,318	\$ -
Borrower's Additional Equity to be Injected	\$ 11,042,129	\$ -	\$ -	\$ -	\$ 11,042,129
Temporary Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Purchaser TARIION Deposits Received	\$ 560,000	\$ 560,000	\$ 560,000	\$ -	\$ -
Purchaser TARIION Deposits to be Received	\$ -	\$ -	\$ -	\$ -	\$ -
Purchaser ECDI Deposits Received	\$ 3,480,000	\$ 3,480,000	\$ 3,480,000	\$ -	\$ -
Purchaser ECDI Deposits to be Received	\$ 638,249	\$ -	\$ -	\$ -	\$ 638,249
Purchaser TARIION Deposits Received	\$ 1,040,000	\$ 1,040,000	\$ 1,040,000	\$ -	\$ -
Purchaser TARIION Deposits to be Received	\$ -	\$ -	\$ -	\$ -	\$ -
Purchaser ECDI Deposits Received	\$ 1,067,674	\$ 738,237	\$ 738,237	\$ (0)	\$ 329,437
Purchaser ECDI Deposits to be Received	\$ 3,449,101	\$ -	\$ -	\$ -	\$ 3,449,101
Deferred Costs - Sales Commissions	\$ 3,393,382	\$ -	\$ -	\$ -	\$ 3,393,382
Deferred Costs - Legal Costs	\$ 120,000	\$ -	\$ -	\$ -	\$ 120,000
Deferred Costs - Management Fees (Cost)	\$ -	\$ -	\$ -	\$ -	\$ -
Deferred Costs - Allr Sales Service	\$ 192,000	\$ -	\$ -	\$ -	\$ 192,000
Deferred Costs - Construction Costs	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 95,850,000	\$ 69,311,462	\$ 64,534,517	\$ 4,776,945	\$ 26,538,538
Check # 1	\$ 95,850,000	\$ 69,311,462	\$ 64,534,517	\$ 4,776,945	\$ 26,538,538
Check # 2	\$ 95,850,000	\$ 69,311,462	\$ 64,534,517	\$ 4,776,945	\$ 26,538,538
Variance Due to Temporary Adjustment by Payable	\$ 0	\$ -	\$ (0)	\$ 0	\$ 0

APPENDIX D

Aged Payables

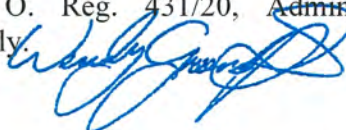
RICHMOND HILL GRACE TOWNHOMES
36 TOWNHOUSE UNITS & 60 STACKED TOWNHOUSES, RICHMOND HILL, ONTARIO
PROGRESS DRAW NO. 8 R1 - SEPTEMBER 2023

PAYABLES LIST

Trade Name	Borrower's Payable Amount	Current Amount	Comments
I 1st Choice Disposal	\$ 7,815.78	\$ 6,920.96	10 invoices supplied in draw package
I Wonderhome Group	\$ 50,000.00	\$ 50,000.00	Funds approved in Draws 4 and 5. Balance of \$50k not paid. Deposits only no counterops at Site.
I Amplify Masonry Ltd.	\$ 180,691.50	\$ 180,691.50	Previously approved in Draw 7
I Ararat Eifs Wall Systems	\$ 51,465.85	\$ 49,095.68	Per invoice #03
I Strong Arm Welding Inc.	\$ 28,872.63	\$ 28,872.63	Invoice #2038
I Arthur Aerial Lifts	\$ 1,540.42	\$ 1,540.42	Invoice #9242, #9260
I Alhus Group	\$ 7,400.94	\$ 7,400.94	Aged old payable
I Berkley Insurance Company	\$ 220.00	\$ -	Aged old payable
I Brampton Brick Limited	\$ 8,533.82	\$ 8,533.82	Invoice #946749 available
I Canadian Rental Centres	\$ 5,504.86	\$ 5,594.86	Invoice #79937, #79938, #80082, #80169
I Concrete Scanning & Imaging Inc.	\$ 1,582.00	\$ 1,582.00	Invoice #8408 available
I Coopers Equipment Rental	\$ 26,697.87	\$ 12,335.36	Rentals, previously approved in Draws 6 & 7
I Core Constructors Ltd.	\$ 85,155.71	\$ 76,874.32	Invoice #1052R, #1054 provided
I Creative Desk	\$ 542.40	\$ 542.40	Invoice #2425
I Criterium-Jansen Engineers	\$ 1,493.63	\$ 1,493.63	Aged old payable
I Datam Group Ltd.	\$ 5,011.62	\$ 6,511.62	Invoice dated August 18, 2023 available
I DC&F - Corp.	\$ 1,210,000.00	\$ 1,367,300.00	Settlement amount plus HST
I Dillon Bros. Roofing	\$ 45,979.70	\$ 45,979.70	6 invoices supplied in draw package
I ECO Barriers Inc.	\$ 142,522.38	\$ 142,522.38	Invoice #2154 & #2153
I FH Construction Ltd.	\$ 88,676.75	\$ 49,126.75	Invoice #20231235, #20231232, #20231229
I Fortress Security Inc.	\$ 6,288.45	\$ 6,288.45	Invoice #15638, #15648, \$18,513.92 noted as already paid
I Glynn Group Inc.	\$ 16,724.00	\$ 16,724.00	
I GM Global Inc.	\$ 71,188.51	\$ 41,434.63	18 invoices supplied in draw package. Invoice #230824 & #230824-1 Due next month
I Hard Core Drilling Company	\$ 2,983.20	\$ -	Invoice #162, #159
I HERA Services Inc.	\$ 47,556.05	\$ -	Invoice #543, #529
I Hydratest Ltd.	\$ 4,034.10	\$ 4,034.10	Invoice #5206, #5232, #5267
I Ideal Plumbing & Drain	\$ 213,924.90	\$ 212,328.90	Invoice #P21-836
I The Jack pot portable sanitation services	\$ 1,977.50	\$ 1,977.50	Invoice #G371
I JCL Concrete Pumping Limited	\$ 1,809.24	\$ 1,809.24	Invoice #0000164060
I J.D. Barnes Limited	\$ 3,035.70	\$ 3,035.70	Invoice #T172910-21, Balance statement Dated 8 Aug 2023
I Loopstra Nison LLP	\$ 1,083.93	\$ 1,083.93	Aged old payable
I Mansteel Rebar Ltd.	\$ (7.01)	\$ -	Aged old payable
I Mamulih	\$ 0.11	\$ -	Aged old payable
I Maple Concrete	\$ 0.07	\$ -	Aged old payable
I Maven Group Inc.	\$ 85,061.00	\$ 85,061.12	Invoice #23-2582
I Metro Air Ltd.	\$ 83,976.00	\$ 103,652.24	Invoice #137766, #137767
I Multitech	\$ 678.00	\$ 678.00	Aged old payable
I M.V. Shore Associates (1993) Limited	\$ 2,073.34	\$ 2,072.89	Invoice dated 2023-07-31, 2022-12-19, 2023-06-14, 2023-08-30
I PC Caulking & Restorations Inc.	\$ 27,932.83	\$ 27,932.83	Invoice #23-068, HB applied
I RAR Litigation Lawyers	\$ 11,990.43	\$ 11,990.43	Excluded from Budget
I Structures RBR Inc.	\$ 215,700.59	\$ 215,700.59	Invoice #52007, #52031, #52147, #52178
I Refat	\$ 0.09	\$ -	Aged old payable
I Read Jones Christoffersen Ltd.	\$ 1,808.00	\$ 1,808.00	Invoice #406611, #413801
I Royal Welders	\$ 27,297.98	\$ -	Invoice #210679, HB taken
I Safetyx	\$ 800.05	\$ -	
I SafeFish Inc.	\$ 1,808.00	\$ 1,808.00	Invoices #7590, #7696, #7805, #7908 \$1,808 approved in Draw 7
I Senso Group Building Supplies, Inc.	\$ 37,821.30	\$ 29,877.45	Lumber supply, previously approved in Draw 7
I SRN Architects Inc.	\$ 59,852.25	\$ 38,828.11	Aged old payables, last 2 invoices #5573 & #5624 for \$10,320.86 approved in Draw 5
I Stephanson's Rental	\$ 46,302.11	\$ 46,302.11	Rentals, previously approved
I Technical Concrete Solutions Ltd.	\$ 2,767.32	\$ 2,767.32	Invoice #32192, #32161
I Terraprobe Inc.	\$ 8,583.67	\$ 8,583.48	Concrete testing. Aged old payables. Last invoice in Draw 5 #00002558, #3469, #3799, #3052
I Vulcan Forest Products	\$ 0.01	\$ -	
I Watsons Building Supply	\$ 479.57	\$ 479.57	
Accruals			
I Cameron Stephens Mortgage Capital Inc.	\$ -	\$ 675,000.00	Accrual for 2 months Interest
I Cameron Stephens Mortgage Capital Inc.	\$ -	\$ 350.00	Accrual for 2 months Interest
I Lenders Legal - Accrual	\$ -	\$ 50,000.00	Accrual for 2 months Interest
I Glynn Group Inc.	\$ -	\$ 12,000.00	Accrual for 2 months Interest
Totals	\$ 2,935,429.15	\$ 3,646,527.56	
Draw		\$ 3,646,527.56	
Bank 1 - BMO Chk		\$ -	
Bank 2 - BMO Saving		\$ -	
Bank 3 - NBC		\$ -	
Funds Available		\$ 3,646,527.56	

TAB Z

This is Exhibit "Z" 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

36 TOWNHOUSE UNITS & 60 STACKED TOWNHOUSES, RICHMOND HILL, ONTARIO

RICHMOND HILL GRACE TOWNHOMES

CAPITAL COST AND COST TO DATE SUMMARY
BUDGET UPDATE & PROGRESS DRAW NO. 9 - NOVEMBER 2023

Description	Previous Budget	Variance	Proposed Budget	% Complete	Amount To Date	Amount Previous	This Draw	Cost To Complete	Holdback Retained	Holdback Released	Contracts Received	Letter of Intent	Quotes Received	Cost Per Unit	Cost Per Saleable Area	
	A	C-A	C											Unit	%	
1.00 LAND																
1.01 Land Purchase - Actual	17,265,000	-	17,265,000	100%	17,265,000	17,265,000	-	(0)	-	-	-	-	-	179,844	121.30	
1.02 Land Purchase - Included	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
1.03 Land Transfer Tax	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
1.04 Land Legal Fees	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
1.05 Land Misc.	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
1.06 Land Lift	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
1.07 VTB Curving Costs	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
1.08 Sales Commissions	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
1.09 Property Taxes	218,886	14,278	233,864	74%	173,864	173,864	-	60,000	-	-	-	-	-	2,436	1.64	
1.00 TOTAL LAND COSTS (I)	17,483,886	14,278	17,498,864	100%	17,438,864	17,438,864	-	60,000	-	-	-	-	-	182,280	122.94	
2.00 HARD COSTS - CONSTRUCTION																
2.01 Construction - Demolition	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
2.02 Construction - Remediation	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
2.03 Construction - Site Preparation	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
Construction Expenses Historical																
2.04 Construction - Below Grade - Parking Garage	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
2.05 Construction - Above Grade - Residential	800,000	(27,497)	772,503	100%	772,503	772,503	-	0	77,250	59,280	-	-	772,503	8,047	5.43	
2.06 Construction - Above Grade - Site Work	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
2.07 Construction - Appliances	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
2.08 Construction - Commercial	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
2.09 Construction - Other	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
2.10 Construction - Hydro Servicing/Underground	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
2.11 Construction - Construction Management Fee	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
Construction Expenses DC&F																
2.12 Construction - Below Grade - Parking Garage	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
2.13 Construction - Above Grade - Residential	45,041,899	1,863,601	46,905,500	65%	30,561,426	30,561,426	-	16,344,074	2,718,972	1,247,013	13,885,684	5,616,117	9,488,453	488,599	329.54	
2.14 Construction - Above Grade - Site Work	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
2.15 Construction - Appliances	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
2.16 Construction - Commercial	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
2.17 Construction - Bonding	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
2.18 Construction - Construction Management Fee (Mondosuitl & Others)	494,770	-	494,770	100%	494,770	494,770	-	-	49,477	49,477	-	-	-	5,154	3.48	
2.19 Construction - Construction Management Fee (DC&F Corp)	320,000	-	320,000	100%	320,000	320,000	-	-	-	-	280,000	-	40,000	3,333	2.25	
2.20 Construction - Construction Management Fee (DC&F Corp Settlement)	1,210,000	-	1,210,000	100%	1,210,000	1,210,000	-	-	-	-	-	-	-	12,604	8.50	
2.21 Construction - Construction Management Fee (Core - Monthly Portion)	1,146,600	253,307	1,399,907	42%	594,907	594,907	-	805,000	-	-	580,000	-	-	14,582	9.84	
2.22 Construction - Construction Management Fee (Core - Performance Portion)	720,000	-	720,000	8%	54,235	54,235	-	665,765	-	-	720,000	-	-	7,500	5.06	
2.23 Construction - Construction Management Fee (Core - PDI)	42,000	-	42,000	0%	-	-	-	42,000	-	-	-	-	-	438	0.30	
2.24 Construction - Tie-Back / Crane Agreements	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
2.25 Construction - Insurance	218,886	-	218,886	0%	-	-	-	-	-	-	-	-	-	-	-	
2.26 Construction - F&E / Roofing Amenity Furniture	192,000	-	192,000	0%	-	-	-	192,000	-	-	-	-	-	-	-	
2.27 Construction - Alter Sales Service	49,967,269	2,089,410	52,056,680	65%	34,007,840	34,007,840	-	18,048,839	2,845,700	1,655,770	15,465,684	5,616,117	10,300,856	542,257	365.73	
2.00 TOTAL HARD COSTS - CONSTRUCTION (2)	49,967,269	2,089,410	52,056,680	65%	34,007,840	34,007,840	-	18,048,839	2,845,700	1,655,770	15,465,684	5,616,117	10,300,856	542,257	365.73	
3.00 SOFT COSTS - DEVELOPMENT																
3.01 Demolition Permit Fees	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
3.02 Building Permit Fees	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
3.03 Building Permit Fees - miscellaneous	20,000	-	20,000	0%	-	-	-	20,000	-	-	-	-	-	208	0.14	
Development Charges (Residential)																
3.04 Development Charges - Town	1,060,740	-	1,060,740	100%	1,060,740	1,060,740	-	-	-	-	-	-	-	11,049	7.43	
3.05 Development Charges - Region, Solts	864,600	-	864,600	100%	864,600	864,600	-	-	-	-	-	-	-	9,006	6.07	
3.06 Development Charges - Region, Hard Costs	1,509,600	-	1,509,600	100%	1,509,600	1,509,600	-	-	-	-	-	-	-	15,725	10.61	
3.07 Development Charges - Education	485,760	-	485,760	100%	485,760	485,760	-	-	-	-	-	-	-	5,060	3.41	
3.08 Development Charges - Finance Fee	2,862	(226)	2,636	100%	2,636	2,636	-	(0)	-	-	-	-	-	27	0.02	
3.09 Development Charges - Historical Fees Paid (Firehold)	3,382,204	-	3,382,204	100%	3,382,204	3,382,204	-	-	-	-	-	-	-	37,315	25.17	
Development Charges (Commercial)																
3.10 Development Charges - Town	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
3.11 Development Charges - Region	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
3.12 Development Charges - Hydro	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
3.13 Development Charges - Education	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
3.14 Development Charges - Finance Fee	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
3.15 Parkland Dedication	690,000	-	690,000	100%	690,000	690,000	-	-	-	-	-	-	-	7,188	4.85	
3.17 Section 37 Fees	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
3.18 Heritage Program	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
3.19 City Engineering Fees	295,061	(0)	295,061	100%	295,061	295,061	-	(0)	-	-	-	-	-	3,074	2.07	
3.20 Subdivision Agreement	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
3.21 City Legal Fee	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
3.22 Expenses & Allowances	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
3.23 Disbursements	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
3.24 Gas	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
3.25 Site Utility Connections	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
3.26 Hydro-Connections	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
3.27 Zoning Variance	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
3.28 Site Plan Approval	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
3.29 Draft Plan Approval	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	
3.30 Street Trees Fees	52,512	-	52,512	0%	-	-	-	52,512	-	-	-	-	-	547	0.37	

RICHMOND HILL GRACE TOWNHOMES
36 TOWNHOUSE UNITS & 60 STACKED TOWNHOUSES, RICHMOND HILL, ONTARIO

CONSTRUCTION COST SUMMARY
BUDGET UPDATE & PROGRESS DRAW NO. 9 - NOVEMBER 2023

Description	Previous Budget	Variance	Project Budget	% Complete	Amount To Date	Amount Previous	This Draw	Cont To Complete	Holdback Retained	Holdback Released	Contracts Received	Letter of Intent	Quotes PO Received	Name of Contractor	Cont Per Unit	Cont Per S.F.
	B	C-B	C												96	142.538
1.00 Division 1	4,042,299		4,042,299	100%	4,042,299	4,042,299							3,528,873		42,107	38.40
1.01 Historical Costs																
1.02 Site Supervisor				0%						255,780	255,780					
1.03 Assistant Site Supervisor				0%						0	0					
1.04 Site Clerk				0%												
1.05 Travel / Parking				0%												
1.06 Survey Layout				0%												
1.07 Site Events				0%												
1.08 Temp. Hydro Site Services Set Up	1,192		1,192	100%	1,192	1,192		0%							13	0.041
1.09 Temp. Hydro Site Services	15,000	30,000	45,000	6%	2,870	2,870		42,130							469	0.32
1.10 Temp. Communications (Telephone)				0%												
1.11 Temp. Water Services				0%												
1.12 Temp. Water				0%												
1.13 Temp. Toilet				0%												
1.14 Temporary Gas				0%												
1.15 Hydro Line Protection				0%												
1.16 Temporary Heat				0%												
1.17 Winter Heat				0%												
1.18 Temporary Access Roads / Maintenance				0%												
1.19 Temporary Walkways				0%												
1.20 Temporary Protection				0%												
1.21 First Aid & Medical				0%												
1.22 Temp. Site Office				0%												
1.23 Temp. Site Office Equipment				0%												
1.24 Office Supplies				0%												
1.25 Tree Protection				0%												
1.26 Hoarding / Fence Rental				0%												
1.27 Site Security				0%												
1.28 Safety Control				0%												
1.29 Elevator Maintenance	400,000	100,000	500,000	26%	132,297	132,297		367,703							5,208	3.51
1.31 Final Cleaning				0%												
1.32 Street Cleaning				0%												
1.33 Snow Removal				0%												
1.34 Waste Management - Bins	215,410	9,590	225,000	62%	139,319	139,319		85,681							2,344	1.58
1.35 Waste Management - Chute				0%												
1.36 Site Signage				0%												
1.37 Service Host Operator				0%												
1.38 Service Host				0%												
1.39 Equipment Rental				0%												
1.40 Temp. Site Office				0%												
1.41 Office Supplies				0%												
1.42 Rental Equipment	566,643	551,802	1,118,445	57%	633,905	633,905		484,540							11,650	7.86
1.43 Courier Service & Mileage				0%												
1.44 Welding				0%												
1.45 Crane Rental				0%												
1.46 Crane Rental Operator				0%												
1.47 As Built Drawings / Manuals				0%												
1.48 Traffic Control				0%												
1.49 Miscellaneous Items				0%												
1.50 Shrub edge safety rental				0%												
1.51 Site Safety Rep				0%												
1.52 Photographs				0%												
1.53 Testing & Inspections				0%												
1.54 Publications		(150,000)		0%												
1.55 Misc.	150,000			0%												
1.00 Total Division 1	5,390,544	541,392	5,931,936	81%	4,951,882	4,951,882		980,054	255,780	255,780	740,000		3,528,873		61,791	\$ 41.67

2.00 Division 2				0%												
2.01 Demolition				0%												
2.02 Environmental (Remediation)				0%												
2.03 Site Clearing				0%												
2.04 Dewatering				0%												
2.05 Shoring	766,268		766,268	100%	766,268	766,268			76,627	76,627	740,000			Alma-Con	7,982	5.38
2.06 Excavations & Backfill	10,855		10,855	100%	10,855	10,855			1,085	1,085					113	0.08
2.07 Excavations & Backfill	1,112,209		1,112,209	96%	1,062,209	1,062,209		50,000	106,221	95,511	1,025,000			Alma-Con	11,586	7.81
2.08 Excavations & Backfill	77,591		77,591	100%	77,591	77,591			7,759	7,759					808	0.55
2.09 Gravel	378,774		378,774	60%	228,774	228,774		150,000	9,549	9,549					3,946	2.66
2.10 Paving & Curbs				0%												
2.11 Underdrain Drainage	490,000		490,000	98%	478,533	478,533		11,467	47,853	37,408				Alma Concrete & Drain	5,104	3.44
2.12 Underdrain Drainage	82,393		82,393	100%	82,393	82,393			8,239						858	0.58
2.13 Exterior Signage				0%												
2.14 Sidewalks				0%												
2.15 Miscellaneous Features				0%												
2.16 Street Furniture				0%												
2.17 Site Servicing - Roads	2,381,797	(250,000)	2,131,797	98%	2,087,906	2,087,906		43,892	208,791	203,890	2,131,797			Hard Rock	22,206	14.98
2.18 Landscaping				0%												
2.19 Landscaping				0%												

**RICHMOND HILL GRACE TOWNHOMES
36 TOWNHOUSE UNITS & 60 STACKED TOWNHOUSES, RICHMOND HILL, ONTARIO**

**CONSTRUCTION COST SUMMARY
BUDGET UPDATE & PROGRESS DRAW NO. 9 - NOVEMBER 2023**

Description	Previous Budget	Variance	Project Budget	% Complete	Amount To Date	Amount Previous	This Draw	Cost To Complete	Headback Retained	Headback Released	Contract Received	Letter of Intent	Orders PO Received	Name of Contractor	Cost Per Unit	Cost Per S.F.
	B	C-B	C												%	142.238
2.20 Landscaping	1,000,000	250,000	1,250,000	0%	-	-	-	1,250,000	-	-	-	-	-	-	13,021	8.78
2.21 City sidewalk reinstatement	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-
2.22 External Roadway Reinstatement	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-
2.00 Total Division 2	6,299,887	-	6,299,887	76%	4,794,529	4,794,529	-	1,505,358	466,124	422,984	3,896,797	-	-	-	65,624	44.26
3.00 Division 3	2,536,329	-	2,536,329	100%	2,536,329	2,536,329	-	-	253,633	253,633	-	-	2,536,329	-	26,420	17.82
3.01 Concrete Formwork	757,469	490,063	1,247,534	73%	915,417	915,417	-	332,117	91,542	108,683	-	-	-	Fammapa	12,995	8.76
3.02 Concrete Formwork - DNR	1,086,833	-	1,086,833	100%	1,086,833	1,086,833	-	-	108,683	416,637	-	-	-	Conform	11,321	7.64
3.03 Concrete Formwork - Conform	1,000,000	-	1,000,000	100%	996,590	996,590	-	3,410	97,439	97,439	-	-	-	Manissel	10,417	7.03
3.04 Rebar Supply	272,000	-	272,000	0%	246,981	246,981	-	25,019	24,698	22,869	-	-	-	-	2,833	1.91
3.05 Rebar Detailing	1,110,000	90,000	1,200,000	93%	1,115,566	1,115,566	-	84,434	85,688	85,688	-	-	-	Maple / Readyvix Premier	12,500	8.43
3.07 Concrete Supply	333,822	7,573	341,394	98%	333,822	333,822	-	7,573	33,382	28,139	-	-	-	-	3,356	2.40
3.08 Concrete Place	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-
3.09 Supply & Place Concrete Accessories	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-
3.10 Allowance for self leveling of slabs	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-
3.11 Precast Stairs / wall panels	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-
3.12 Cutting & Coating	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-
3.13 Architectural Present	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-
3.14 Concrete Repairs	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-
3.15 Crane Pad	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-
3.00 Total Division 3	7,096,452	587,637	7,684,090	94%	7,231,537	7,231,537	-	452,553	695,065	487,767	416,637	-	2,536,329	-	80,043	53.98
4.00 Division 4	1,971,397	(100,000)	1,871,397	63%	1,184,234	1,184,234	-	687,063	103,332	22,424	-	-	1,100,000	-	19,494	13.15
4.01 Masonry - External Labour	471,397	-	471,397	100%	471,397	471,397	-	0	47,140	22,424	-	-	-	PGL Homes Inc.	4,910	3.31
4.02 Masonry - External Material & Labour	1,300,000	(100,000)	1,200,000	47%	561,923	561,923	-	638,077	56,192	-	-	-	1,100,000	Amplify Masonry (A.B.O.H.L.D)	12,500	8.43
4.04 Masonry - Material Supply	200,000	-	200,000	76%	151,014	151,014	-	48,986	-	-	-	-	-	Brampton Brick	2,083	1.41
4.00 Total Division 4	1,971,397	(100,000)	1,871,397	63%	1,184,234	1,184,234	-	687,063	103,332	22,424	-	-	1,100,000	-	19,494	13.15
5.00 Division 5	586,786	-	586,786	66%	386,786	386,786	-	200,000	38,679	25,010	-	-	246,786	Henry Roelberg	6,112	4.12
5.01 Structural Steel & Misc. Metals	472,115	-	472,115	35%	165,170	165,170	-	306,945	16,517	-	472,115	-	-	Lala Glas & Railing	4,918	3.33
5.02 Metal Fabrications	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-
5.03 Balcony Railings	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-
5.04 Balcony Dividers	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-
5.05 Roof Accessories	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-
5.06 Metal Decking	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-
5.00 Total Division 5	1,058,901	-	1,058,901	52%	551,955	551,955	(0)	506,945	55,196	25,010	472,115	-	246,786	-	11,030	7.44
6.00 Division 6	480,000	-	480,000	47%	225,000	225,000	-	255,000	22,500	-	-	450,000	-	All Kitchen & Interior	5,000	3.37
6.01 Kitchen Cabinets	72,000	-	72,000	100%	72,000	72,000	-	-	7,200	-	-	-	-	All Living	750	0.51
6.02 Counter Tops	255,000	-	255,000	0%	-	-	-	255,000	-	-	-	-	-	All Living	2,656	1.79
6.03 Counter Tops (Cone Sub Trade)	2,099,748	400,000	2,099,748	78%	1,648,220	1,648,220	-	451,528	164,822	11,248	-	1,399,748	-	Duroco / Lebon	21,872	14.75
6.04 Rough Carpentry - Labour	2,050,229	-	2,050,229	100%	2,050,229	2,050,229	-	-	187,891	187,891	-	-	-	Structures RBR Inc./ARGO	21,857	14.40
6.05 Rough Carpentry - Supply	344,401	-	344,401	44%	241,114	241,114	-	310,116	-	-	-	-	-	Senso	5,742	3.87
6.06 Rough Carpentry - Supply	1,261,230	(301,230)	960,000	88%	941,856	941,856	-	340,000	94,186	18,144	-	-	-	960,000	10,000	6.74
6.07 Rough Carpentry - Supply & Install	340,000	-	340,000	0%	-	-	-	340,000	-	-	-	-	-	-	3,342	2.39
6.08 Cultured Marble	753,000	-	753,000	10%	75,000	75,000	-	678,000	7,500	-	753,000	-	-	Royal Oak Railing & Stair	7,844	5.29
6.09 Int. Wood Stairs	122,000	-	122,000	0%	-	-	-	122,000	-	-	-	-	-	Royal Oak Railing & Stair	1,271	0.86
6.10 Int. Railings	406,868	-	406,868	100%	406,868	406,868	-	0	40,687	-	-	-	-	Structures RBR Inc.	4,238	2.86
6.11 Floors & Walls - Block I	375,000	50,000	425,000	53%	226,233	226,233	-	198,767	375,000	-	-	-	-	Structures RBR Inc.	4,427	2.99
6.12 Floors & Walls - Block H	394,018	-	394,018	100%	394,018	394,018	-	-	39,402	-	-	-	-	Structures RBR Inc.	4,104	2.77
6.13 Floors & Walls - Block G	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-
6.14 Interior Custom Millwork	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-
6.15 Slatte Entry Doors	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-
6.16 Sliding Doors - Closets	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-
6.17 Sliding Doors - Closets	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-
6.00 Total Division 6	8,415,922	493,171	8,909,093	70%	6,280,538	6,280,538	-	2,628,555	586,810	199,129	2,000,000	4,154,977	1,006,648	-	92,803	62.59
7.00 Division 7	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-
7.01 Traffic Striping	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-
7.02 Firestopping	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-
7.03 Foam Insulation & Caulking	330,398	-	330,398	100%	330,398	330,398	-	-	33,040	4,780	-	-	-	-	3,442	2.32
7.04 Roofing - Roof & Sheet Metal	188,800	-	188,800	100%	188,800	188,800	-	-	18,880	18,880	-	-	-	-	1,907	1.33
7.05 Roofing - Roof & Sheet Metal	825,000	-	825,000	8%	65,211	65,211	-	759,789	6,521	-	825,000	-	-	Dillon How	8,594	5.80
7.06 Roofing - Roof & Sheet Metal	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-
7.07 Roofing	484,822	-	484,822	100%	484,822	484,822	-	-	48,482	21,442	-	-	-	-	47,798	3.41
7.08 Waterproofing	320,700	-	320,700	91%	291,000	291,000	-	29,700	29,100	-	-	-	-	-	3,241	2.25
7.09 Waterproofing	150,000	-	150,000	18%	27,466	27,466	-	122,534	2,747	-	-	-	-	-	1,563	1.05

36 TOWNHOUSE UNITS & 60 STACKED TOWNHOUSES, RICHMOND HILL, ONTARIO

CONSTRUCTION COST SUMMARY
BUDGET UPDATE & PROGRESS DRAW NO. 9 - NOVEMBER 2023

Description	Previous Budget	Variance	Project Budget	% Complete	Amount To Date	Amount Previous	This Draw	Cost To Complete	Holdback Retained	Holdback Released	Contracts Received	Letter of Intent	Quotes/PO Received	Name of Contractor	Cost Per Unit	Cost Per S.F.	
7.11 Stucco Finish	542,875	C-B	542,875	59%	322,483	322,483	-	220,392	32,248	8,023	-	-	542,870	Anmit	5,655	3.81	
7.12 Metal Panels	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
7.13 Waterproofing	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
7.14 Balcony Toppings	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
7.15 Slab on Grade Sealer	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
7.00 Total Division 7	2,842,595		2,842,595	60%	1,710,100	1,710,100		1,132,415	171,018	53,127	825,000		911,368		29,610	19,971	
8.00 Division 8																	
8.01 Hollow Metal Door Frame & Hardware	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-
8.02 Sliding Glass Doors	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-
8.03 Garage Doors	1,000	-	1,000	100%	1,000	1,000	-	-	100	-	-	-	-	-	10	0.01	
8.04 Garage Doors (Core Sub Trade)	77,850	-	77,850	0%	-	77,850	-	77,850	-	-	77,850	-	-	One Plus Garage Doors	811	0.55	
8.05 Aluminum Windows	855,209	-	855,209	98%	666,120	666,120	-	189,089	66,612	20,309	855,209	-	-	Performance Windows	8,908	6.01	
8.06 Commercial Windows	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
8.07 Glazing Mirrors	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
8.08 Hardware	174,000	-	174,000	0%	-	-	-	174,000	-	-	-	-	-	-	1,813	1.22	
8.09 Signage	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
8.10 Interior Glazing	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
Total Division 8	1,108,059		1,108,059	60%	667,120	667,120		440,939	66,712	20,309	933,059				11,542	7.78	
9.00 Division 9																	
9.01 Drywall	3,102,640	200,000	3,302,640	13%	421,058	421,058	-	2,881,582	42,106	-	-	-	-	Masters Pro Painting / Okdale drywall	34,403	23.20	
9.02 Commercial space ceilings	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
9.03 Ceramic Tile	23,000	-	23,000	100%	23,000	23,000	-	-	2,300	-	-	-	-	AB Contracting	240	0.16	
9.04 Ceramic Tile (Core Sub Trade)	633,600	-	633,600	0%	215	215	-	633,385	21	-	633,600	-	-	Avonlea Kitchens	6,600	4.45	
9.05 Cultured Marble	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
9.06 Lobby Foyer Marble & Ceramic	185,000	(185,000)	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
9.07 Stain	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
9.08 Carpet	340,000	-	340,000	0%	-	-	-	340,000	-	-	340,000	-	-	Masters Pro Painting	3,542	2.39	
9.09 Painting	65,491	-	65,491	100%	65,491	65,491	-	-	6,549	-	-	-	-	AB Contracting	682	0.46	
9.10 Hardwood Floor	296,500	-	296,500	0%	-	-	-	296,500	-	-	296,500	-	-	Hardwood Flooring Services	3,089	2.08	
9.11 Hardwood Floor (Core Sub Trade)	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
9.12 Wall Coverings	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
Total Division 9	4,646,231	15,000	4,661,231	11%	509,764	509,764		4,151,467	50,976		1,270,100				48,554	32.75	
10.00 Division 10																	
10.01 Shower Doors	162,000	-	162,000	0%	-	-	-	162,000	-	-	-	-	-	-	1,688	1.14	
10.02 Louvers	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
10.03 Lockers	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
10.04 Roof Anchors	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
10.05 Bicycle Storage	25,000	-	25,000	0%	-	-	-	25,000	-	-	-	-	-	-	260	0.18	
10.06 Washroom & Mrie: Accessories	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
10.07 Mirrors	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
10.08 Mail Boxes	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
10.09 Interior Signage	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
10.10 Parking Mirrors	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
10.11 Closet shelves, rods	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
10.12 Pivot Doors	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
10.13 Canopy & Awnings	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
10.14 Vibration Control	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
10.15 Raised theatre flooring	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
10.16 Fireplaces	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
10.17 Lobby Finishes	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
Total Division 10	187,000		187,000	0%	509,764	509,764		187,000			1,270,100				1,948	1.31	
11.00 Division 11																	
11.01 Appliances	379,008	-	379,008	0%	-	-	-	379,008	-	-	379,008	-	-	The thick	3,948	2.66	
11.02 Window Washing Equip	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
11.03 Security Gate	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
11.04 Garbage Compactor / chutes	20,000	-	20,000	0%	-	-	-	20,000	-	-	-	-	-	-	208	0.14	
11.05 Office Equipment	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	
Total Division 11	399,008		399,008	0%	399,008	399,008		399,008			379,008				4,156	2.90	
12.00 Division 12																	
12.01 Fitness/Weights Equipment	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-
12.02 Furniture	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-
12.03 Sign & Mats	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-
12.04 Blinds	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	-	-

36 TOWNHOUSE UNITS & 60 STACKED TOWNHOUSES, RICHMOND HILL, ONTARIO

CONSTRUCTION COST SUMMARY
BUDGET UPDATE & PROGRESS DRAW NO. 9 - NOVEMBER 2023

Description	Variance	Previous Budget	Project Budget	% Complete	Amount To Date	Amount Previous	This Draw	Cost To Complete	Holdback Retained	Holdback Released	Contracts Received	Letter of Intent	Quotes PO Received	Name of Contractor	Cont Per Unit	Cont Per S.F.
	C-B	B	C												96	142.58
12.00 Total Division 12				0%												
13.00 Total Division 13				0%												
14.00 Total Division 14				0%												
15.00 Total Division 15				36%	1,645,401	1,645,401		2,865,281	164,540	21,120	2,275,800	1,461,140	158,449		46,986	31.69
16.00 Total Division 16				72%	1,034,185	1,034,185		407,436	103,419	39,353	1,417,168				15,017	10.13
CONSTRUCTION SUB-TOTAL				65%	30,561,426	30,561,426	(0)	16,344,074	2,718,972	1,547,013	13,885,684	5,616,117	9,488,453		488,599	329.54
CHANGE ORDERS				0%												
TOTAL CONSTRUCTION COSTS				65%	30,561,426	30,561,426	(0)	16,344,074	2,718,972	1,547,013	13,885,684	5,616,117	9,488,453		488,599	329.54

RICHMOND HILL GRACE TOWNHOMES
36 TOWNHOUSE UNITS & 60 STACKED TOWNHOUSES, RICHMOND HILL, ONTARIO

CASHFLOW FORECAST
BUDGET UPDATE & PROGRESS DRAW NO. 9 - NOVEMBER 2023

EXPENDITURES	Total Budget	Nov-23 12	Dec-23 13	Jan-24 14	Feb-24 15	Mar-24 16	Apr-24 17	May-24 18	Jun-24 19	Jul-24 20	Aug-24 21	Sep-24 22	Total Budget
7.00 TOTAL HST (7)	(0)	761,369	(425,124)	339,692	434,594	(680,420)	481,611	444,092	(992,708)	199,034	-	(561,541)	(0)
8.00 CONTINGENCY													
8.01 Contingency - Normal 5.0% on Cost to Complete	1,195,522		250,000		250,000		250,000		250,000			195,522	1,195,522
8.02 Contingency - Due to Unknown Hard Costs Deficiencies and Accounting Unknown	1,000,000											1,000,000	1,000,000
8.00 TOTAL CONTINGENCY (8)	2,195,522	-	250,000	-	250,000	-	250,000	-	250,000	-	-	1,195,522	2,195,522
9.00 ESCALATION													
9.01 Hard Cost Escalation													
9.02 Soft Cost Escalation	0%												
9.00 TOTAL CONTINGENCY (9)													

RICHMOND HILL GRACE TOWNHOMES
36 TOWNHOUSE UNITS & 60 STACKED TOWNHOUSES, RICHMOND HILL, ONTARIO

CASHFLOW FORECAST
BUDGET UPDATE & PROGRESS DRAW NO. 9 - NOVEMBER 2023

EXPENDITURES	Total Budget	Nov-23 12	Dec-23 13	Jan-24 14	Feb-24 15	Mar-24 16 TH Closing	Apr-24 17 TH Closing	May-24 18 TH Closing	Jun-24 19 Stacked Closing	Jul-24 20	Aug-24 21	Sep-24 22	Total Budget

RICHMOND HILL GRACE TOWNHOMES
36 TOWNHOUSE UNITS & 60 STACKED TOWNHOUSES, RICHMOND HILL, ONTARIO

CASHFLOW FORECAST
BUDGET UPDATE & PROGRESS DRAW NO. 9 - NOVEMBER 2023

EXPENDITURES	Total Budget	Nov-23 12	Dec-23 13	Jan-24 14	Feb-24 15	Mar-24 16 TH Closing	Apr-24 17 TH Closing	May-24 18 TH Closing	Jun-24 19 Stacked Closing	Jul-24 20	Aug-24 21	Sep-24 22	Total Budget
CLOSING SUMMARY													
Sales Summary													
Sales - Townhomes	36	28	-	-	-	-	-	-	-	8	-	-	36
Sales - Stacked Townhomes	60	51	-	-	-	-	-	-	-	9	-	-	60
Accumulated Sales		79	79	79	79	79	79	79	79	96	96	96	96
Occupancy Summary													
Occupancy - Townhomes	-	-	-	-	-	-	-	-	-	-	-	-	-
Occupancy - Stacked Townhomes	-	-	-	-	-	15	15	15	10	-	-	-	40
Accumulated Occupancy						15	15	30	40	-	-	-	40
Closing Summary													
Closing - Townhomes (Sold)	28	-	-	-	-	4	6	8	2	-	-	-	28
Closing - Townhomes (Not Sold)	8	-	-	-	-	-	-	-	-	8	-	-	8
Closing - Stacked Townhomes (Sold)	-	-	-	-	-	-	-	-	51	-	-	-	51
Closing - Stacked Townhomes (Not Sold)	-	-	-	-	-	-	-	-	-	9	-	-	9
Accumulated Closing						4	10	18	79	96	96	96	96
						4	6	8	53	17	-	-	17

RICHMOND HILL GRACK TOWNSHIPS
 31 TOWNSHIP UNITS & 48 STACKED TOWNSHIPS, RICHMOND HILL, ONTARIO
 SUMMARY OF FUTURE 5-YEAR ASSESSMENT

Year	2018					2019					2020					2021					2022					Total				
	Units	Value	Rate	Revenue	Change	Units	Value	Rate	Revenue	Change	Units	Value	Rate	Revenue	Change	Units	Value	Rate	Revenue	Change	Units	Value	Rate	Revenue	Change					
1	1	1000	1.00	1000	0	1	1000	1.00	1000	0	1	1000	1.00	1000	0	1	1000	1.00	1000	0	1	1000	1.00	1000	0	1	1000	1.00	1000	0

GRACK TOWNSHIP

Approved: _____ Date: _____

Mayor: _____

Deputy Mayor: _____

Ward 1: _____

Ward 2: _____

Ward 3: _____

Ward 4: _____

Ward 5: _____

Ward 6: _____

Ward 7: _____

Ward 8: _____

Ward 9: _____

Ward 10: _____

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Ward 47: _____

Ward 48: _____

GRACK TOWNSHIP

Approved: _____ Date: _____

Mayor: _____

Deputy Mayor: _____

Ward 1: _____

Ward 2: _____

Ward 3: _____

Ward 4: _____

Ward 5: _____

Ward 6: _____

Ward 7: _____

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Ward 46: _____

Ward 47: _____

Ward 48: _____

EXHIBIT AA

This is Exhibit "AA" 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

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

December 1, 2023

SENT BY E-MAIL: rtheriault@loonix.com

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

Attention: Reg D. Theriault

Dear Counsel:

Re: Cameron Stephens Mortgage Capital Ltd. Mortgage to Jefferson Properties Limited Partnership, et al.

As you are aware, we are the solicitors for Cameron Stephens Mortgage Capital Ltd. (“Cameron Stephens”). We communicated with you with respect to the execution of a Forbearance Agreement in September of 2023, regarding your clients, 2011836 Ontario Corp., Jefferson Properties Limited Partnership, Fangxi (Fansey) Wang, American Corporation, 1000162801 Ontario Corp., and 1000199992 Ontario Corp.

The Forbearance Agreement referenced the borrowers’ request that Cameron Stephens fund the balance of the advances available under the Loan and the original Letter of Commitment and that it provide additional fresh financing to complete the construction and pay the cost overruns. The agreement of the lender to provide such additional financing was to be in the lender’s sole and absolute discretion, following receipt of the Reports of the lender’s consultants.

The Forbearance Agreement required your clients to execute a Consent to an Order for the appointment of a Receiver over all properties, assets and undertakings of the borrowers and guarantors and provided that in the event that the lender was unsatisfied with the results of the Reports from its consultants and did not approve additional financing, the lender was entitled to issue the Consent Receivership Order.

My client has now determined that the costs to complete are in excess of the amounts previously contemplated and at a level that the lender is not prepared to approve. The lender is also concerned with the borrowers’ ability to continue to manage the project in a way that protects the lender’s security, including, but not limited to, the borrowers’ failure to encapsulate for winterizing the building envelope for Block H, and the change in key personnel to parties who lack the appropriate construction management experience to direct and make key decisions required for the project.

Based on the foregoing, we hereby give you notice, although not required, that our client will be proceeding with the issuance of the Notice of Application for the appointment of the Receiver and relying upon the Consent and Order delivered pursuant to the terms of the Forbearance Agreement.

Yours truly,
Garfinkle Biderman LLP
Per:



Wendy Greenspoon-Soer

WHG-S:mg

Cc: Shannon MacKinnon, Fangxi (Fansey) Wang, Avrom Brown, and client (e-mail)

G:\Client Data\6243\6243-679\Correspondence\Letter to Reg Theriault - December 1, 2023.docx

EXHIBIT BB

This is Exhibit "BB" 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

Court File No.

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

BETWEEN:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

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

Respondents

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

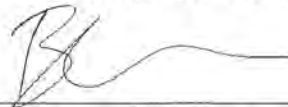
CONSENT

The undersigned, Albert Gelman Inc. ("AGI") hereby consents to act as receiver and manager, without security, of certain of the present and after-acquired assets, undertakings and properties of the Respondents pursuant to the terms of an order substantially in the form filed in the above proceeding, subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended.

DATED at Toronto this 4th day of December 2023.

ALBERT GELMAN INC.

Per:



 Bryan Gelman

Title: Director

CAMERON STEPHENS MORTGAGE CAPITAL LTD. and
Applicant

2011836 ONTARIO CORP., et al.
Respondents

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-
3, AS AMENDED AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS
AMENDED
Proceeding commenced at Toronto

CONSENT

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

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

Lawyers for the Applicant,
Cameron Stephens Mortgage Capital Ltd.

File Number: 6243-679

CAMERON STEPHENS MORTGAGE
CAPITAL LTD.
Applicant

2011836 ONTARIO CORP., et al.
and
Respondents

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

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

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

Proceeding commenced at Toronto

AFFIDAVIT OF JOHN DAVID

GARFINKLE BIDERMAN LLP

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

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

Lawyers for the Applicants,
Cameron Stephens Mortgage Capital Ltd.

File Number: 6243-679

TAB 3

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)
JUSTICE) DAY OF , THE
) , 2023

BETWEEN:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

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

Respondents

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

**ORDER
(appointing Receiver)**

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

ON READING the affidavit of John David sworn December 6, 2023 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant and the Respondents, and on reading the consent of Albert Gelman Inc. to act as the Receiver,

SERVICE

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

APPOINTMENT

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

RECEIVER'S POWERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

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

EMPLOYEES

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

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

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

FUNDING OF THE RECEIVERSHIP

20. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$3,000,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

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

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

GENERAL

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

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

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

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

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

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

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

SCHEDULE "A"

THE DEBTOR'S REAL PROPERTY

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

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

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

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

THIS IS TO CERTIFY that Albert Gelman Inc., the receiver (the "Receiver") of all present and future assets, properties and undertakings of 2011836 Ontario Corp., Jefferson Properties Limited Partnership, 1000162801 Ontario Corp., American Corporation, and 1000199992 Ontario Corp. (collectively the "Debtors") including the real property listed in Schedule "A" hereto (collectively the "**Property**") as such terms are defined in the Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 2023 appointing the Receiver (the "Order") made in an Application having Court file number _____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the ____ day of _____, 2023.

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

Per: _____

Name:

Title:

CAMERON STEPHENS MORTGAGE CAPITAL LTD. and Respondents
Applicant

2011836 ONTARIO CORP., et al.

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

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

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

Proceeding commenced at Toronto

ORDER

GARFINKLE BIDERMAN LLP

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M5C 2V9

Wendy Greenspoon-Soer – LSO#: 34698L
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Lawyers for the Applicants,
Cameron Stephens Mortgage Capital Ltd.

File Number: 6243-679