

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

B E T W E E N:

**MELVYN EISEN, TRUSTEE**

Applicant

- and -

**WOODINGTON ESTATES INC.**

Respondent

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

**RESPONDING APPLICATION RECORD OF GOLDY METALS HOLDINGS INC.**  
*(Application to appoint a Receiver, returnable October 10, 2024)*

August 30, 2024

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**TO: THE SERVICE LIST**

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**AFFIDAVIT OF KENNETH GOLD**

**(Sworn August 30, 2024)**

I, Kenneth Gold, of the City of Toronto, in the Province of Ontario, MAKE OATH  
AND SAY AS FOLLOWS:

**INTRODUCTION AND OVERVIEW**

1. I am President of Goldy Metals Holdings Inc. (“**Goldy**”). As such, I have personal knowledge of the matters addressed in this affidavit. To the extent that information has been provided to me by others, I have specified the source of that information. In each case, I believe the information to be true.
2. I swear this affidavit in support of the application brought by Melvyn Eisen (the “**Applicant**”) to appoint Albert Gelman Inc. as receiver over the assets, undertaking and

property of Woodington Estates Inc. (the “**Debtor**”) including the real property owned by the Debtor known municipally as 7110 4<sup>th</sup> Line, Tottenham, Ontario (the “**Golf Course Lands**”) and the business and assets of Woodington Lake Golf Club (the “**Golf Club**”) operating on the Golf Course Lands.

## **THE GOLDY LOAN AND SECURITY**

3. The Debtor is the registered owner of the Golf Course Lands, which houses the Golf Club, a thirty-six hole golf facility. The Debtor’s sole director and officer is Joseph Chetti (“**Chetti**”). The corporate structure and ownership of the Debtor, the Golf Course Lands and the Golf Club is explained in greater detail at paragraphs 4-12 of the Affidavit of Melvyn Eisen dated August 7, 2024 (the “**Eisen Affidavit**”).
4. Goldy Metals Holdings Inc. (as defined above, “**Goldy**”) is a corporation incorporated pursuant to the laws of the Province of Ontario. Goldy is a holding company for various private investments including loans and mortgages.
5. Pursuant to a Commitment Letter dated July 24, 2019, Goldy made a loan to the Debtor in the principal amount of \$5.5 million (the “**Goldy Loan**”). A copy of the commitment letter related to the Goldy Loan is attached hereto as Exhibit “**A**”.
6. The term of the Goldy Loan was for one year. The maturity date under the Loan was August 12, 2020 (the “**Maturity Date**”). The interest rate under the Goldy Loan was 11% per annum, calculated monthly, and the monthly payments were interest only until the Maturity Date.

7. At the time Goldy entered into the Goldy Loan, Goldy was aware that the Golf Course Lands were subject to a first mortgage registered by the Applicant (the **“First Mortgage”**).
8. In this context, the Debtor’s obligations with respect to the Goldy Loan are secured by, among other things (collectively, the **“Security”**):
  - (a) a charge/mortgage in favour of Goldy in the principal amount of \$5.5 million registered on title to the Golf Course Lands (the **“Second Mortgage”**). The Second Mortgage, which bears registration number SC1615589, was registered against the Golf Course Lands on August 12, 2019, and in second priority to the First Mortgage. A copy of the Charge and additional Charge terms are attached hereto as Exhibits **“B”** and **“C”**.
  - (b) An assignment of rents, which was registered on title to the Golf Course Lands on August 12, 2019 as instrument SC1615590 (the **“Assignment of Rents”**). A copy of the Assignment of Rents as well as the instrument statement are attached hereto as Exhibits **“D”** and **“E”**;
  - (c) A General Security Agreement over all contracts, chattels, fixtures and leasehold improvements located at or upon or relating to the Golf Course Lands (the **“GSA”**). A copy of the GSA is attached hereto as Exhibit **“F”**.
9. Standard Charge Terms No. 200033 (the **“Standard Charge Terms”**) are incorporated by reference into the Second Mortgage. A copy of the Standard Charge Terms as well as an acknowledgment of the terms are attached hereto as Exhibits **“G”** and **“H”**.

10. In addition, Chetti personally guaranteed the payment of all amounts owing by the Debtor under the Second Mortgage, plus interest accruing thereon at the applicable rate under the Second Mortgage from the date of demand for payment and all costs and expenses incurred by Goldy in enforcing upon the guarantee (the “**Guarantee**”). A copy of the Guarantee is attached hereto as Exhibit “**T**”.

#### **DEBTOR’S DEFAULT AND GOLDY’S DEMAND**

11. The Goldy Loan was not repaid in full on the Maturity Date. After the Goldy Loan matured, the Debtor continued to make monthly interest payments on the Goldy Loan and, as such, I determined that I did not need to demand repayment of the Goldy Loan at that time.
12. The Debtor continued to make these monthly interest payments on the Goldy Loan during the period from August 2020 until in or around June 2023. However, in or about June 2023, the Debtor defaulted by ceasing to make such payments.
13. Accordingly, on June 27, 2023, Goldy’s counsel sent a letter to Chetti advising that the term of the Goldy Loan would not be further extended and demanding full repayment of the loan on August 12, 2023. A copy of this letter is attached hereto as Exhibit “**J**”.
14. The Debtor failed to cure its default in the following weeks. As such, on August 9, 2023, Goldy delivered to the Debtor a Notice of Sale (the “**Notice of Sale**”). The Notice of Sale stated that Goldy would sell the Property pursuant to the provisions of the First Mortgage unless the total amount then owing (\$5,601,652.09, including accrued and accruing unpaid interest, fees and costs) was paid on or before September 18, 2023. A copy of the Notice of Sale is attached hereto as Exhibit “**K**”.

15. Following the issuance of the Notice of Sale, Chetti contacted me to try and negotiate a further forbearance until October 31, 2023. In exchange for this forbearance, Chetti offered to make the interest payments on the Goldy Loan that the Debtor had originally failed to pay for July and August, as well as the September and October interest payments, in addition to payment of a small fee.
16. I advised Chetti that in order to accept these payments, I would require agreement to certain terms. On August 24, 2023, my counsel outlined these terms in an email to Chetti's counsel. Among other things, these terms required Chetti to acknowledge that the payment for interest up to August 12, 2023 was without prejudice to the enforcement rights under the Notice of Sale. Chetti's counsel accepted these terms by way of email dated August 30, 2023. A copy of this email is attached hereto as Exhibit "L".
17. The Debtor made the agreed upon forbearance payments, but then did not make any interest payments for November and December. As such, Goldy arranged for the Golf Course Lands to be listed for sale on December 29, 2023.

## **THE PROPOSED SALE**

18. In or around January 2024, 1000682864 Ontario Inc. ("**864**") made an offer to purchase the Golf Course Lands for \$21,250,000 pursuant to the Notice of Sale. 864 is an Ontario corporation controlled by Chetti, who is the corporation's sole director. A corporate profile report of 864 is attached hereto as Exhibit "**M**".
19. Pursuant to the Notice of Sale, Goldy accepted 864's offer to purchase the Golf Course Lands (the "**Proposed Sale**"). The Agreement of Purchase and Sale is attached hereto as Exhibit "**N**".

20. The Proposed Sale was initially scheduled to close on January 15, 2024. However, 864 was unable to secure the funds to close by the scheduled date. Accordingly, Goldy granted 864 an indulgence and agreed to extend the closing of the transaction until February 16, 2024. A copy of the extension letter and the related amendment to the Agreement of Purchase and Sale are attached hereto as Exhibits “O” and “P”.
21. Despite the fact that Goldy was willing and able to close on February 16, 2024, 864 failed again to assemble the funds to close the Proposed Sale.
22. As part of the Proposed Sale, 864’s lawyer held a \$1,250,000 deposit in trust for Goldy. After the transaction failed to close, Goldy was paid \$250,000 of this deposit, which it applied to pay outstanding legal fees and to reduce the accrued and unpaid interest on the Goldy Loan. However, to the best of my knowledge, Chetti wrongfully directed 864’s lawyer to pay \$750,000 of the remaining deposit funds to reduce the amount outstanding under the First Mortgage and to pay the remaining \$250,000 to himself or an affiliated entity. Accordingly, Goldy never received the remaining \$1,000,000 of the \$1,250,000 deposit to which it was entitled under the Proposed Sale.
23. After the second failed attempt to close and the improper diversion of the deposit funds owed to Goldy, no further attempts were made to extend the closing of the Proposed Sale and the transaction fell apart.

## EVENTS SINCE DISSOLUTION OF SALE TRANSACTION

24. In the spring following the failure of the Proposed Sale, Goldy made multiple demands for payment to the Debtor. Although the Debtor repeatedly assured Goldy that payment would be made forthwith, no payments were made.
25. In early April 2024, Goldy arranged to have the Golf Course Lands re-listed for sale pursuant to the Notice of Sale.
26. The Debtor's pattern of broken promises continued throughout the late spring and summer. On May 16, 2024, Chetti executed a forbearance agreement on behalf of both 864 and the Debtor in which Chetti agreed to make a without prejudice payment of \$1,000,000 to Goldy by May 17, 2024 in exchange for Goldy's agreement to refrain from taking steps to sell the Golf Course Lands or otherwise enforce its security until June 14, 2024. A copy of the Forbearance Agreement is attached hereto as Exhibit "Q".
27. However, contrary to the terms of the Forbearance Agreement, the Debtor did not make any payment on May 17, 2024. After missing this deadline, the Debtor verbally promised to make the payment of \$1,000,000 to Goldy by various dates, including by May 22 and May 27, 2024. Again, the Debtor failed to pay.
28. On June 5, 2024, Goldy's litigation counsel, Goodmans LLP ("Goodmans") sent a letter to the Debtor demanding payment of the outstanding amounts owed by the Debtor. At that time, the Debtor's total indebtedness was \$5,878,581.15, including unpaid interest, fees and costs. A copy of this letter and the attached Mortgage Arrears Statement are attached hereto as Exhibit "R".

29. The Debtor did not make any payment in response to Goldy's counsel's demand letter.
30. Throughout the summer, the Debtor advised Goldy that it was in the process of negotiating a potential refinancing transaction with respect to the Golf Course Lands which would enable the Debtor to pay out both the First Mortgage and the Second Mortgage. On or about June 14, 2024 Barry Kerbel, a real estate broker acting as an intermediary between Goldy and Chetti, provided Goldy with a copy of the non-binding letter of intent with respect to this proposed transaction dated June 10, 2024. A copy of this letter of intent is attached as Exhibit "V" to the Eisen Affidavit.
31. In or around June 18, 2024, Mr. Kerbel informed Goldy that Golflinks Holdings Ltd. had offered to purchase the Golf Course Lands for \$15,000,000. Goldy did not accept this offer, as Mr. Kerbel advised that this price was significantly less than the value of the Golf Course Lands, and, in any event, this amount would not pay out all of the registered mortgages against the property.
32. In or around that time, in order to induce Goldy to refrain from taking steps to sell the Golf Course Lands or otherwise enforce its security while the purported refinancing transaction was arranged, the Debtor agreed to provide Chetti's personal residence as additional security for the Goldy Loan in exchange for the execution of another Forbearance Agreement.
33. As such, Goldy's counsel drafted and provided various legal documentation to Chetti's lawyer and Chetti's wife's lawyer at the end of June, 2024. These documents included a forbearance agreement, a limited recourse guarantee, mortgage charge documentation, an acknowledgement and direction, and a certificate of independent legal advice for Chetti's

wife. However, after Goldy incurred the cost of preparing these documents, Chetti and his wife refused to sign them. A copy of the Forbearance Agreement is attached hereto as Exhibit “S”.

34. Following his refusal to execute the Forbearance Agreement, Chetti made a further effort to induce Goldy to avoid taking enforcement steps by making a verbal offer to make payment of \$400,000 for an additional forbearance agreement. Throughout this time, Chetti continued to assure Goldy that additional refinancing proposals were forthcoming.
35. On August 14, 2024, Mr. Kerbel provided an updated version of the letter of intent dated July 26, 2024 with respect to the proposed refinancing transaction to Goldy. A copy of the updated letter of intent is attached hereto as Exhibit “T”.
36. That same day, Goldy was served with the Applicant’s Receivership Application. Since that time, the Debtor has not provided Goldy with any additional updates about the purported refinancing transaction or any other transaction that would result in Goldy receiving payment for its loan.
37. No further steps have been taken with respect to the Goldy Loan, which remains in default as of the date of this affidavit.

**JUST AND CONVENIENT TO APPOINT A RECEIVER**

38. Goldy supports the Applicant's application to appoint a receiver and believes that it is just and convenient to do so.
39. The Goldy Loan matured on August 12, 2020 and was not repaid upon maturity. Although the Debtor made monthly interest payments in the period from August 2020 to June 2023,

it has failed to make any payments of any kind since October 2023 (other than the payment of \$250,000 described in paragraph 22).

40. The Debtor has made repeated promises to Goldy regarding repayment of the Goldy Loan, but these promises remain unfulfilled.
41. Goldy has been provided with no evidence that the Debtor has arranged financing to repay the Second Mortgage.
42. In the circumstances, it is just and convenient to appoint a receiver. The appointment of a receiver will provide transparency and oversight to allow for an orderly realization of the Golf Course Lands and the Golf Club operations for the benefit of all creditors and other stakeholders.
43. I make this affidavit in support of the appointment of the receiver and for no other improper purpose.

**SWORN** by Kenneth Gold at the City of Toronto, in the Province of Ontario, before me on August 30, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits  
(or as may be)

Brittnei Tee  
LSO: 85001P



Kenneth Gold

**A**

This is **Exhibit "A"** referred to in the

Affidavit of Kenneth Gold

sworn remotely before me this

30<sup>th</sup> day of August, 2024

A handwritten signature in blue ink, appearing to read "Britta Lee".

---

A Commissioner for Taking Affidavits, etc.

**GOLDY METALS HOLDINGS INC.**

31 Ava Crescent  
 Richmond Hill, Ontario  
 L4B 2X3

July 24, 2019

**WoodlandEstates Inc.**  
 156 Capner Court  
 Kleinberg, Ontario  
 L0J 1C0

Dear Sirs:

**Re: Proposed 2<sup>nd</sup> Mortgage to be provided by Goldy Metals Holdings Inc. (hereinafter referred to as "Gold" and/or the "Mortgagee") to Woodland Estates Inc. such corporation controlled by Joseph Chetti (hereinafter referred to individually or collectively as the "Mortgagor" and/or "Principal") with respect to the property known as 7110 4<sup>th</sup> Line, Tottenham, Ontario (hereinafter referred to as the "Mortgaged Property")**

---

Gold, is hereby pleased to advise you that it is prepared to advance to you funds to be secured by a Mortgage on the Property noted herein, together with Ancillary Mortgage Documentation, subject to and conditional upon the terms and conditions hereinafter provided for.

**ARTICLE 1.00 MORTGAGE**

1.01 The Mortgage will be in the amount of **FIVE MILLION FIVE HUNDRED THOUSAND (\$5,500,000.00) DOLLARS CANADIAN** and will bear interest in the amount of **ELEVEN (11%) percent per annum**, calculated and payable monthly, not in advance for interest only monthly from the interest adjustment date. In addition to the Mortgage, the Mortgagor shall provide a Promissory Note, a General Assignment of Rents, Assignment of Material Contracts and a second priority General Security Agreement. The said security shall provide that payment under any one of them shall be deemed to be payment under all, and that default under any one or more of such security documents shall, at the option of the Mortgagee, be deemed to be default under all. The Mortgage shall have a term of **one (1) year** and will be closed for the term from the Interest Adjustment Date. In the event of a sale of the Mortgaged Property, or the registration of any lien or other encumbrance without the prior written consent of Gold, which will not be unreasonably withheld, or sale of shares of any of the Mortgagor with the result of a change in control, without the prior written consent of the Mortgagee, which will not be unreasonably withheld, the Mortgage will become due and payable, together with all accrued and unpaid Interest, at the option of Gold. *It is agreed that interest from the interest adjustment date to the maturity date shall be prepaid and same shall be deducted from*

*the advance. In the event of early repayment or a repayment in whole or in part of the Principal secured, it is agreed no credit shall be given for any such prepayment.*

1.02 Gold will close the transaction as soon as possible and subject to all of the conditions provided for herein being satisfied and/or waived in writing by Gold in its absolute and unfettered discretion. Closing and advance is to occur no later than August 12, 2019.

1.03 The following security and items shall be provided to Gold, namely:

(i) Promissory Note;

(ii) Mortgage;

(iii) General Assignment of Rents and full particulars of tenants and tenancies;

(iv) General Security Agreement;

(v) Unlimited Guarantee and Postponement of Claim given by **Joseph Chetti**;

(vi) An assignment and transfer of an existing 2<sup>nd</sup> mortgage held by Chamberland Estates Inc. ("Chamberland"), as Transferee from the original Chargee, Melvyn Eisen, which Charge is registered as Instrument No. NR494125 on October 15, 2018 and transferred to Chamberland Estates Inc. by Instrument No. NR510913 on May 21, 2019, and having a principal of \$1,000,000.00 and registered against the property known as 455 Welland Avenue, St. Catharines, Ontario. Upon repayment of the Mortgage on the Mortgaged Property, the said mortgage transferred to the Mortgagee herein, shall be re-transferred to Chamberland. In the event that the said assigned Charge is to be discharged prior to the maturity and payout of the Mortgage herein, the discharge shall be made by Chamberland, after re-assignment from the Mortgagee herein, subject to an irrevocable direction that the proceeds of such discharge be paid to the Mortgagee herein which will be applied against the outstanding indebtedness. *The mortgage be amended to mature on the same day as the within*

(vii) A liability and/or fire insurance policy must be issued in the name of the Mortgagor in an amount satisfactory to the lender, with the Mortgagee noted as an additional named insured. *See note*  
If no liability insurance is available because there is no insurable interest (ie, that the Property is not tenanted and there are no structures, buildings or other personal property insured), then Lender to be provided with evidence of liability coverage. *ie. August 12, 2020*

(vii) An Assignment of all Material Contracts, including any contracts with third parties for the provision of planning, engineering, architectural or otherwise.

(viii) Any additional Ancillary Mortgage Documentation reasonably required and requested by the Mortgagee and/or their solicitors.

1.04 The Mortgagor shall provide, at its own expense on or before closing, an up to date building location survey of the charged property, indicating that there are no restrictions, easements or encumbrances on the Property which may adversely impact the fair market value thereof and/or the development thereof in the absolute and unfettered discretion of Gold; which survey must be satisfactory to the Mortgagee, in its discretion.

1.05 An up to date independent appraisal of the Mortgaged Property by a licensed appraiser, which indicates the current fair market value of the Mortgaged Property is not less than \$30,100,000.00; The said appraisal must be provided at the sole expense of the Mortgagor, and must be satisfactory to Gold, in its absolute discretion. As well, the Mortgagor must provide at its expense a transmittal letter which indicates that Gold may rely upon the said appraisal.

1.06 Existing Phase 1 Environmental Report for the Mortgaged Property, to be provided and satisfactory to Gold, to be transmitted to the Lender or providing a reliance letter to the lender at the expense of the Mortgagor, which indicates that Gold may rely upon the said Report.

1.07 The Mortgagor will execute such further and other reasonable legal documentation and grant such other security as reasonably requested by Gold and/or Gold's solicitors.

#### **ARTICLE 2.00 TAXES**

2.01 On the closing of the transaction, the Mortgagor must provide satisfactory evidence that all prior taxes have been paid in full for the property being paid and satisfied.

#### **ARTICLE 3.00 FEES AND DISBURSEMENTS**

3.01 It is agreed and understood that the Mortgagor will be responsible for all fees and disbursements of Gold's solicitors in connection with this transaction, including without limitation: preparation and negotiations with respect to the commitment herein; all due diligence and letters of investigation undertaken by Gold and/or its solicitors, including the cost of title insurance. In this regard, it is acknowledged and understood that the sum of \$10,000.00 has been paid as a monetary retainer to the firm of Schwartz & Schwartz PC, in trust. Legal Fees are estimated to be \$15,000.00 plus disbursements and taxes. Upon acceptance of this Commitment letter by the Borrower and Guarantor, the sum of \$5,000.00 plus HST shall have been earned by the lender's lawyers.

3.02 In addition, there shall be deducted from the Mortgage Advance all of Gold's solicitors' fees, disbursements and HST to the extent not previously paid; and any and all out of pocket fees, costs and disbursements incurred by Gold in connection with this transaction, and a placement fee equal to 2% of the gross amount of the principal of the Mortgage plus HST, the latter if applicable.

**ARTICLE 4.00      CONDITIONS OF COMMITMENT**

4.01 This Commitment is conditional for the benefit of Gold upon receipt of the following, unless waived in writing by Gold, in its discretion, namely:

- (i) The issuance of a Title insurance Policy in form and content satisfactory to Gold with respect to the Mortgage on the property, the cost of which shall be borne by the Mortgagor.
- (ii) The Mortgagor shall provide forthwith an up to date survey and/or reference plan confirming the boundaries of the property; that there are no disputes as to boundaries and no restrictions, easements or rights-of-way that may adversely, in the discretion of Gold, impact the property secured or the fair market value thereof.
- (iii) The lands must be zoned in a fashion which is satisfactory to the Mortgagor in its discretion; and there must be no outstanding work orders and/or deficiency notices which affect the property secured as of the closing date.
- (iv) The secured property must not be regulated by the Conservation Authority, and if so regulated, the Mortgagee must be satisfied in its absolute and unfettered discretion that there is compliance with all rules and regulations of the Conservation Authority, and that a sufficient portion of such Property can be developed to support the fair market value thereof.
- (v) The Mortgagee must be satisfied on or before closing with the current zoning of the property and the Official Plan.
- (vi) The Mortgagor must provide a current mortgage discharge statement of all mortgages to be discharged on the closing date of the advance of funds.
- (vii) Marketable title to the Property, free and clear of all liens, encumbrances, restrictions and easements subject only to existing mortgage being discharged.
- (viii) The Mortgagor and Guarantor are to be independently represented in connection with all of the security documentation.
- (ix) The Mortgaged Property is to be subject only to a 1<sup>st</sup> mortgage with Mcl Eisen, in trust for not more than \$11,500,000.00 and to be up to date and in good standing. There is to be no restriction or prohibition on this new 2<sup>nd</sup> mortgage. Borrower to sign Consent to authorize Mortgagee to obtain 1<sup>st</sup> mortgage statement at any time during term of loan or until discharged.

**ARTICLE 5.00      ADDITIONAL CONDITIONS**

5.01 It is agreed and understood that the Mortgage and Ancillary Mortgage Documentation shall contain the provisions set out in Schedule "B" attached hereto and Dye and Durham Standard Charge Terms 200033.

5.02 Gold must receive satisfactory evidence that there are no outstanding work orders or notices of violations from any governmental departments affecting the Property. The Mortgagor agrees to provide all written consents necessary for Gold to obtain such information and documentation.

5.03 The Mortgagor covenants and agrees to pay for all reasonable costs incurred by Gold in connection with this transaction, including without limitation: the legal fees and disbursements, including the costs of title Insurance and the cost of any experts retained to provide "Peer Reviews" with respect to the Reports provided.

5.04 If at any time before the closing of this transaction there is or has been any material discrepancy or inaccuracy in any written information, statements or representations at any time made or furnished to Gold by or on behalf of the Mortgagor, Gold may, if such material discrepancy or inaccuracy cannot be rectified or satisfied forthwith to the satisfaction of Gold, forthwith withdraw and cancel its obligations hereunder or decline to advance funds as the case may be, and to declare any monies theretofore advanced, with interest, to be forthwith due and payable; on the understanding that all legal fees and disbursements received will be deemed to have been earned; and to the extent of any shortfall, the Mortgagor shall be responsible for any such shortfall. It is a condition for the disbursement of any funds that in Gold's opinion on the date of closing the financial position of the Mortgagor and the Property given as security and the Mortgagor's representations and warranties shall not have changed in any adverse material way; nor shall there be any actions, suits or proceedings pending which may adversely impact upon the financial status of the Mortgagor, and that no event shall have occurred which in the opinion of Gold materially and adversely affects the whole or part of the value of the Property or the financial position of the Mortgagor.

5.05 The Mortgagor's obligations contained in this Commitment shall survive the execution and registration of the Mortgage and any other security documentation and all advances of funds under the Mortgage; and the Mortgagor agrees that those obligations shall not merge in the execution and registration of the Mortgage and/or any other security. All terms and conditions of the Mortgage and all amendments and security documentation shall form part of this Commitment. In the event of any discrepancy as between the terms of the security documentation and the Commitment, Gold shall have the sole discretion to decide which of the security documentation and the Commitment shall prevail.

5.06 Gold's failure to insist upon the strict performance of any obligation or covenant of this Commitment by the Mortgagor or to exercise any option or right herein shall not be a waiver for the future of such obligations or covenant, but the same shall remain in effect and Gold shall have the right to insist upon strict performance by the Mortgagor of any and all of the terms of this Commitment and the documentation required hereunder.

5.07 Gold must be satisfied with its solicitors' search of title, the security and the validity, legality and binding effect of all aspects of this loan transaction. The Mortgagor agrees that Gold's solicitors shall prepare or cause to be prepared all security documentation related to this transaction, and the Mortgagor's solicitors shall provide opinions satisfactory to Gold and its solicitors as to the due execution of all security documentation, and that the same are binding obligations of the Mortgagor, enforceable in accordance with their respective terms.

5.08 Pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (the "Act") Gold may ask for identification of the Mortgagor and any third party involved in the transaction and for information with respect to the source of funds used in connection with the Property. The Mortgagor hereby covenants and agrees to provide prior to any monies being advanced by Gold, such identification and information as may be reasonably required to ensure compliance with the Act.

5.09 Gold shall have the right to terminate and cancel its agreement to provide the funding herein, and shall be relieved of all obligations in connection therewith in the event the Mortgagor fails or is unwilling to comply with the terms and conditions of this Commitment on or before the closing date, including failing or refusing to execute reasonable documentation requested by Gold or accepting the funds when advanced.

5.10 In the event the Loan is not advanced as a result of the default of the Mortgagor and/or non-compliance with any term, provision or condition of this Commitment and the Commitment is terminated, any deposit or monies paid shall not be refundable to the Mortgagor and others, and may be retained by Gold and/or its solicitors, to be applied on account of fees, disbursements and out of pocket costs, or upon Gold's written election, as liquidated damages. Notwithstanding the foregoing, the Mortgagor shall be responsible for and pay any and all deficiencies between Gold's fees and the fees of its solicitors and the deposit(s) forthwith on demand, if the advance is not made due to default by the Mortgagor.

In addition, no termination of this Commitment shall limit or restrict or otherwise affect in any way:

(i) the obligations of the Mortgagor to pay to Gold any third party fees, costs and expenses in connection with the Loan arrangement; and

(ii) any rights and remedies of Gold against the Mortgagor arising from any breach of the Commitment by the Mortgagor, including any claim for damages, if the advance is not made due to the default of the Mortgagor.

5.11 It is understood that Gold has entered into this Commitment based on representations made by the Mortgagor, and if at any time there is or has been any material discrepancy or Inaccuracy in any written statements or representations or other information, heretofore or hereafter made or furnished to Gold by or on behalf of the Mortgagor concerning the security or the Mortgagor's financial condition, then Gold shall be entitled in its sole discretion to withdraw or cancel any obligation hereunder and decline to advance funds; and in addition to forfeiture of any monies previously paid, the Mortgagor shall be liable to pay any fees and expenses hereinbefore set out.

#### ARTICLE 6.00 MORTGAGOR'S REPRESENTATIONS

6.01 Each of the Mortgagor and Principal represent and warrant that as of the date of acceptance of this Commitment and as of the closing date;

(i) The Mortgagor has the power, capacity and authority to enter into this Commitment and to perform and complete the transactions contemplated herein, all of which have been duly authorized where required by all necessary action and that no consents are necessary;

(ii) The Mortgagor has not withheld any information of a material nature relating to the property or to the Mortgagor;

(iii) All existing environmental assessments, audits, tests and reports relating to the property within the knowledge of the Mortgagor have been or will be delivered to Gold prior to closing, which must be satisfactory to Gold, in its discretion;

(iv) The registered owner of the property which executes the security documentation in favour of Gold will be the legal and beneficial owner of the Property on closing.

6.02 The Mortgagor acknowledges and confirms that:

(i) it has considered the risks entailed in private borrowing and has been informed of the risks involved in this Loan;

(ii) The terms and the interest rate in this Commitment may be higher and more onerous than that of institutional lenders;

(iii) The Mortgagor has had an opportunity to consult its legal counsel and accountants and other financial advisors;

- (iv) The Mortgagor understands that the Loan addresses its particular needs and/or problems, and by signing this document waives any claim against Gold or others involved with or on behalf of Gold;
- (v) If Gold does not advance the Loan by a certain date, the Mortgagor may be unable to satisfy the intended purpose for the Loan;
- (vi) In the event the Mortgagor is unable to pay monthly payments, property taxes, fire and/or liability insurance premiums or the principal amount when the Loan is due, Gold can obtain a Court Judgment and the Mortgagor's assets and income could be seized to pay the Judgment of Gold; or Gold could keep any or all of the properties or sell one or all of them;
- (vii) When the Loan is due, if the Lender cannot or will not renew the Loan and the Mortgagor or the Principal/Guarantor any one of them no longer qualifies for a loan of this amount because interest rates have risen, or the income for one or all of the properties has fallen; or its or their credit worthiness has deteriorated or the value of the property has fallen, the property may have to be sold in order to repay the Loan;
- (viii) The material risks of the transaction have been explained to the Mortgagor and Guarantor by independent counsel of Gold.

#### ARTICLE 7.00 MISCELLANEOUS

7.01 Notwithstanding the registration of the Mortgage and/or any other security and the advance made pursuant to same, the terms and conditions of this Commitment shall remain binding and effective on the parties hereto.

7.02 Time shall be of the essence of this Commitment.

7.03 No change to vary or to amend this Commitment is binding upon Gold unless made in writing and signed by all parties hereto. Except as provided herein, there are no representations, collateral agreements, warranties or conditions affecting this Commitment.

7.04 This Commitment shall be interpreted in accordance with the laws of the Province of Ontario.

7.05 The Mortgagor and Guarantor acknowledges that it has been advised to obtain independent legal advice and accounting advice and representation prior to execution of this Commitment and have independently chosen to do so or not to do so.

7.06 The transmission of an executed copy of this Commitment by facsimile transmission or in a pdf form by e-mail shall be deemed to constitute execution and delivery of an original executed copy.

7.07 This Commitment may be executed in counterparts and all counterparts so executed will constitute one agreement binding upon the parties effective on execution.

7.08 The Mortgagor acknowledges that all or a portion of the Loan may be sold or syndicated without further notice to or consent of the Mortgagor and/or the Principal/Guarantor and Gold may disclose, transfer and assign as they in their sole discretion deems advisable all financial and other information and materials, without restriction, or notice as follows:

- (i) To any subsequent or proposed purchaser of the Loan or any subsequent lender and their respective third party advisors; and
- (ii) To any person in connection with the sale or assignment of the Loan.

The Mortgagor and Principal/Guarantor also consents to the release, disclosure, exchange and sharing of all information and materials and to any publicity or advertising that refers to this financing. Gold may sell, transfer or assign the Loan or any interest therein from time to time without the consent of the Mortgagor and/or the Principal/Guarantor. After any such assignment, Gold shall have no further obligation to that part of the Loan assigned.

7.09 This Commitment and the rights and benefits arising herefrom may not be assigned by the Mortgagor to any other party without the prior written approval of Gold.

7.10 This Commitment shall be read in conjunction with standard Charge documents, including Dye & Durham Standard Charge Terms No. 200033, and in all cases where the interpretation of the terms herein and the intention of the parties hereto may be in question, where applicable, the terms recited in the relevant Charge document shall prevail, if so elected in writing by Gold.

7.11 By signing this Commitment, the Mortgagor agrees that any information, personal or otherwise, either that the Mortgagor has provided or will provide to Gold, or that the Mortgagee has on file about the Mortgagor, shall be retained and may be used as Gold deems necessary in its discretion for the Mortgage placement herein, collection of any arrears or deficiencies in the event of a default and any renewals or extensions of same, if any. The Mortgagor also agrees that Gold may retain this information on file for as long as Gold deems appropriate. The Mortgagor and the Principal/Guarantor also agrees to any credit bureau search being carried out by Gold from time to time, as Gold deems necessary in its sole discretion.

7.12 All notices required or permitted to be given hereunder will be sufficiently given if sent by prepaid registered mail and addressed as follows and deemed received if by e-mail on the day sent.

in the case of Gold:  
31 Ava Crescent  
Richmond Hill, Ontario  
L4B 2X3

Attention: Ken Gold  
By e-mail: [kennylg55@hotmail.com](mailto:kennylg55@hotmail.com)

In the case of the Mortgagor and Guarantor:

c/o WoodlandEstates Inc.  
156 Capner Court  
Kleinberg, Ontario  
L0J 1C0

Attention: Joseph Chetti  
By e-mail:

provided the parties shall be entitled to designate another address(es) by giving written notice thereof to all parties hercof. Any notice so mailed or e-mailed shall remain binding and effective on the parties hereto, If any item is mailed, it shall be deemed to have been received on the second day following mailing, and if sent by registered mail, It shall be deemed to have been received on the first day following sending by registered mail.

**ARTICLE 8.00 FURTHER CONDITIONS**

8.01 This Commitment Is open for acceptance by each Mortgagor until 5:00 p.m. on the 26<sup>th</sup> day of July, 2019, by which time and date two copies of this Commitment, duly executed by the Mortgagor and Principal/Guarantor shall be delivered to Gold’s solicitors, together with any payments required hereunder.

If this Commitment is not accepted and the additional deposit cheque(s), if any, required hereunder are not received by the date stipulated herein, the same, at the option of Gold, can be declared null and void, without prejudice to its rights and remedies hereunder.

**GOLDY METALS HOLDINGS INC.**

Per: \_\_\_\_\_  
Ken Gold

I have the authority to bind the Corporation

in the case of Gold:  
 31 Ava Crescent  
 Richmond Hill, Ontario  
 L4B 2X3

Attention: Ken Gold  
 By e-mail: kennylg55@hotmail.com

In the case of the Mortgagor and Guarantor:

c/o WoodlandEstates Inc.  
 156 Capner Court  
 Kleinberg, Ontario  
 L0J 1C0

Attention: Joseph Chetti  
 By e-mail:

provided the parties shall be entitled to designate another address(es) by giving written notice thereof to all parties hereof. Any notice so mailed or e-mailed shall remain binding and effective on the parties hereto, If any item is mailed, it shall be deemed to have been received on the second day following mailing, and if sent by registered mail, It shall be deemed to have been received on the first day following sending by registered mail.

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If this Commitment is not accepted and the additional deposit cheque(s), if any, required hereunder are not received by the date stipulated herein, the same, at the option of Gold, can be declared null and void, without prejudice to its rights and remedies hereunder.

**GOLDY METALS HOLDINGS INC.**

Per: 

Ken Gold

I have the authority to bind the Corporation

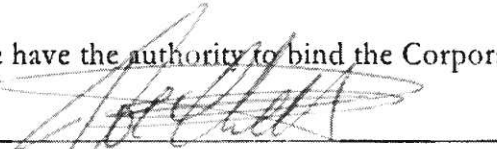
Accepted at Toronto, Ontario this 25<sup>th</sup> day of July, 2019.

**Woodland Estates Inc.**

Per: 

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

I/we have the authority to bind the Corporation.



**Joseph Chetti - Guarantor**

W:\GOLD, Ken\Goldy's Commitment ltr - Woodington Lake Golf Club, TOTNHM.wpd

**Chamberland Estates Inc.**

Per: 

I/we have the authority to bind the Corporation.

**SCHEDULE "A"  
LEGAL DESCRIPTION OF PROPERTIES**

PT LTS 1, 2 & 3 CON 4 AS IN RO1284373 EXCEPT PT 1 51R31629 TECUMSETH; S/T RO318906; NEW TECUMSETH being all of PIN 58170-0498

**SCHEDULE "B"**  
**ADDITIONAL PROVISIONS**

1. Post-dated Cheques

To the extent interest has not been prepaid, the Chargor shall provide to the Chargee post-dated cheques for each year of the term of the charge. Each cheque is to be in the amount of the monthly instalment payable under the Charge.

2. Administration Fee

The Chargor agrees to pay to the Chargee an administration fee of \$350.00 plus harmonized sales tax ("HST") and all legal fees and disbursements and HST incurred by the Chargee for each occurrence of any of the following events:

- (i) late payment;
- (ii) cheque dishonoured for any reason;
- (iii) failure to provide satisfactory evidence that all realty taxes are up to date within thirty (30) days of receipt of written request for same;
- (iv) failure to provide proof of satisfactory insurance coverage within thirty (30) days of receipt of written request for same;
- (v) failure to provide post-dated cheques, when required with or without a demand being made;
- (vi) failure to notify the Chargee of registration of a lien;
- (vii) request for mortgage statement;
- (viii) request for discharge statement or notice of default letter;
- (ix) default under any other mortgage, charge or encumbrance;
- (x) each meeting required by the Chargor or the Chargee with the other because of an issue of a possible default or other matter that has arisen regarding the loan.

The Chargor also agrees to pay any applicable HST on a portion of the monthly payments that may be required relating to collection fees of the Chargee.

3. Due on Default

In the event of default under this Charge, which default is not corrected within five (5) days upon written notice of default from the Chargee to the Chargor, at the option of the Chargee, the full principal balance together with interest and costs on a substantial indemnity basis in relation thereto shall become immediately due and payable. The Chargor acknowledges that should the mortgagee commence action due to default under the Charge, the Chargee shall be entitled to charge an additional fee equivalent to three (3) month's interest.

4. Due on Sale

The Chargor hereby agrees that in the event that the Property is sold, leased, conveyed, transferred or assigned without the Chargee's written consent, or if there is a change of control of the Mortgagor, the Chargee shall have the right, at its option, to immediately declare all unpaid principal and interest and accrued interest and costs and expenses owing to the Chargee immediately due and payable.

5. Subsequent Encumbrances

The Chargor hereby agrees that in the event a subsequent mortgage is placed on the charged property without the Chargee's written consent, which will not be unreasonably withheld, that the Chargee shall have the right, at its option, to immediately declare all unpaid principal and interest and accrued interest and costs and expenses owing to the Chargee immediately due and payable. Provided that any such subsequent mortgagee postpones its security to the security of the Chargee and all advances thereunder the Chargee is satisfied that the Chargor has the ability to service the debt under the First Mortgage and any such subsequent mortgage; and that it is agreed that the default under any subsequent mortgage security shall at the option of Gold be deemed to be default under its First Mortgage and related security.

6. Default of Prior Encumbrances

If at any time or from time to time any default or breach of covenant occurs under any encumbrance registered against the charged property and which encumbrance has priority over the within charge, it shall constitute default under the loan and the Chargee may pay all monies and take appropriate action to cure any default or breach under any encumbrance; or alternatively, may commence power of sale proceedings and/or other proceedings of default without making payment to the other encumbrancer.

7. Costs

The Borrower covenants and agrees to pay all property tax, public utility rates, charges, and insurance premiums as and when they become due, to keep all encumbrances and agreements in good standing, comply with all zoning by-laws, standards and work orders and not to permit

the existence of any work orders, deficiency notices, letters of compliance or the registration of any liens of any nature or kind. The failure of the Borrower to comply with this covenant shall constitute an event of default hereunder and entitle the Chargee at its sole and absolute discretion to avail itself of remedies available hereunder and at law including the right to accelerate the principal sum secured hereunder together with all accrued interest thereon plus costs.

In addition, at the Chargee's sole and absolute discretion, the Chargor agrees that the Chargee may satisfy any charge, lien, any matter raised in the previous paragraph or other encumbrances now or hereafter existing or to arise or to be claimed upon the charged lands and the amount so paid together with all costs associated therewith shall be a charge on the charged property and shall bear interest at ten (10%) percent per annum, calculated and compounded monthly and shall be payable forthwith by the Chargor to the Chargee, and in default of payment, the entire principal sum, accrued interest and costs shall become payable at the sole and absolute discretion of the Chargee and the remedies hereby given and available at law may be exercised forthwith without notice. In the event of the Chargee satisfying any such charge or claim, it shall be entitled to all equities and securities of the person(s) so satisfied and it may retain any discharge of charge or assignment of charge unregistered until paid.

All costs, fees, charges, expenses and amounts paid by the Chargee to cure any default or breach of any such prior encumbrance, shall be a charge on the charged property and secured under this Charge and shall be recoverable by the Chargee in the same manner as any default or breach of covenant in the Charge.

8. Final Payment and Discharge

The Chargor covenants and agrees that payment at maturity, or earlier if notice to prepay is delivered, of the Charge shall be by certified cheque, bank draft or money order. At the time of payment in full of the principal sum and all other amounts hereby provided, a discharge of the Charge shall be delivered by the Chargee at the cost and expense of the Chargor and such solicitors' fees shall not include attendance outside the office in order to deliver the said discharge or the attendance on a closing or registration of and the cost of registration of the said discharge.

9. Warranty - Urea Formaldehyde Foam Insulation (UFFI) and Environmental

The Chargor covenants that the charged property has never had "urea formaldehyde foam" insulation installed, asbestos, PCBs waste, radioactive material, noxious substances, or any contaminant as defined in the Environmental Protection Act and that the charged property is and will be environmentally sound and there are no and will be no restrictions which would economically adversely affect any buildings on the charged property.

10. Receiver

In the event due to default of the Chargor on the charged property, then the Chargee in addition to any other rights which it may have, shall be entitled to appoint a receiver manager or receiver, either privately or court appointed to manage the charged property and to do all things necessary as an owner would be entitled to do to sell the Property. The Chargor agrees that it shall not oppose any such appointments.

11. Farm Debt Mediation Act

The Mortgagor represents and warrants that it is not a "farmer" as defined in the Farm Debt Mediation Act. The Mortgagor further covenants and agrees that during the currency of the security to be granted, it will not engage in any activity which would have the effect of deeming it a farmer within the meaning of the Farm Debt Mediation Act. In the event that the Mortgagor fails to comply with the within provision, the Charge to be executed shall, at the Mortgagee's option, immediately become due and payable in full, together with three (3) months' interest thereon.

12. Receipt of Funds

Any payment received after 2:00 p.m. shall be deemed to have been made on the next Bank Business Day following receipt. For purposes of this paragraph, Saturdays, Sundays, and Provincial and Federal Holidays shall be deemed to be nonbusiness Bank Days.

13. Possession

In the event of default under the Charge by the Chargor and the Chargee obtains possession of the charged property and it determines, in its sole discretion, that the charged property requires work and/or improvements in order to market the Property, then the Chargee shall have the right, at its, sole option, to complete such work on such terms as it deems advisable. The cost of completion of the servicing and work by the Chargee and its agents and all expenses incidental thereto shall be added to the loan amount, together with a management fee of fifteen (15%) percent of the costs of the work and improvements completed by the Chargee. All costs and expenses, as well as the said management fee, shall bear interest at the rate as herein provided for and shall form part of the loan secured hereunder and the Chargee shall have the same rights and remedies with respect to collection of same as it would have with respect to the collection of the Charge principal and interest hereunder or at law.

14. Conflict

For greater certainty, the terms of the Commitment, as may be amended, shall be deemed to be incorporated herein; and in the event of any conflict between the terms hereof and the Commitment, the Chargee shall have the sole discretion to decide which term or provision in

conflict shall govern and prevail.

15. Assignment of Rents

The Chargor hereby further agrees with the Chargee as follows:

(i) The Chargor hereby assigns and sets over to the Chargee all rents payable from time to time under all leases of the charged Property or any part thereof, whether presently existing or arising in the future, together with the benefit of all covenants, agreements and provisos contained in the said leases, in favour of the Chargee;

(ii) Forthwith after making any lease of the charged lands or any part thereof the Chargor will execute and deliver to the Chargee an assignment in registerable form, in form satisfactory to the Chargee, of all rents payable under such lease, the benefit of all covenants, agreements and provisos therein contained on the part of the tenant to be observed and performed and the reversion of such lease, and will also execute and deliver to the Chargee all such notices and other documents as may be required in order to render such assignment effectual in law;

(iii) Nothing herein contained shall make the Chargee responsible for the collection of rents payable under any lease of the charged lands or any part thereof or for the performance of any covenants, terms or conditions contained in any such lease;

(iv) The Charges shall not by virtue of these presents be deemed a mortgagee in possession of the charged lands;

(v) The Chargee shall be liable to account for only such rents as actually come into its hands less reasonable collection charges in respect thereof and may apply such rents to the repayment of this Charge;

(vi) Notwithstanding anything herein contained, no lease of the charged Property or any part thereof made by the Chargor without the consent in writing of the Chargee shall have priority over this Charge; and

(vii) The Chargee shall not exercise any rights in connection with the assignment of rents unless there has been default under the terms of this Charge.

16. The Chargee shall consider executing favourably upon the prior written consent of the Chargor, and without the Chargee incurring any expense whatsoever, and with the Chargor agreeing to pay all of the out of pocket costs and expenses incurred by the Chargee, all reasonable plans and other reasonable material necessary to enable the Chargor to develop the lands and will otherwise consider favourably giving such consents, releases, postponements or assurances as the Chargor may reasonably request in the development but on the understanding that it will be deemed not to be unreasonable for Gold to withhold its consent in the event that

any of the foregoing could, in the absolute discretion of Gold, materially and adversely impact upon the fair market value of the Property and/or diminish its security. Without limiting the generality of the foregoing, and subject to the foregoing, Gold covenants and agrees that the foregoing will be applicable to the following situation, namely:

- (a) Engineering, financial and subdivision agreements required by the Municipality to be executed by the Chargee; provided the Chargee will not incur any expense currently or in the future with respect to such items and all its costs are reimbursed as noted above;
- (b) The Chargee's consent or consents required to be executed in order to have the lands certified under the Certification of Titles Act, or entered under the Land Titles System or required to register any Plan of Subdivision, Plan of Condominium or Reference Plan of the lands or any part thereof; provided Gold will not incur any expenses whatsoever presently or in the future in connection therewith, and all of its costs are reimbursed as noted above;
- (c) To execute a postponement of the Charge with respect to any easement required to be granted by the Chargor for any utility or public purpose; and
- (d) To grant, if necessary, partial discharges for the purpose of conveying or dedicating any of the said lands for public roads or for widening of existing public roads or for the purpose of conveying or dedicating any or all of the said lands that are to be conveyed by the Chargor to any Municipality or to the Province of Ontario so long as the same does not, in the discretion of the Chargee, diminish the fair market value of the remaining lands and does not result in any lands being landlocked; or to any conservation authority or water resources commission or to any public or private utility, including, without limitation, Municipal reserves, parklands, walkways, road widenings and roads, or for any other public purpose, provided that any monies paid to the Charges will be paid down on account of the Mortgage; and provided all of the Chargee's legal expenses and disbursements and all out of pocket costs are paid for by the Chargor; and provided further, that the Chargee shall not be required to undertake or assign any financial or other obligation.

17. The Chargee shall grant a partial discharge for any lands required for a school site, park, recreational or other public area by any authority having jurisdiction, subject to Gold receiving payment on account thereof in an amount equal to the fair market value of the lands to be partially discharged; and provided the same does not result in any other lands being landlocked.

18. The Chargor, its agents, employees or contractors, may conduct building operations upon the lands including, without limiting the generality of the foregoing, demolition or removal of any existing building, surveying, grading, excavation, installation of services and all acts incidental to the development of the lands at any time and from time to time and without payment and without such acts being deemed acts of waste.

**B**

This is **Exhibit "B"** referred to in the  
Affidavit of Kenneth Gold  
sworn remotely before me this  
30<sup>th</sup> day of August, 2024

A handwritten signature in blue ink, appearing to read "Christina Lee".

---

A Commissioner for Taking Affidavits, etc.

**Properties**

*PIN* 58170 - 0498 LT *Interest/Estate* Fee Simple  
*Description* PT LTS 1, 2 & 3 CON 4 AS IN RO1284373 EXCEPT PT 1 51R31629 TECUMSETH; S/T  
 RO318906; NEW TECUMSETH  
*Address* 7110 4TH LINE  
 TOTTENHAM

**Chargor(s)**

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

*Name* WOODINGTON ESTATES INC.  
*Address for Service* 7110 4th Line  
 Tottenham Ontario  
 LOG1W0

I, Joseph Chetti, President, have the authority to bind the corporation.

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

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

*Name* GOLDY METALS HOLDINGS INC.  
*Address for Service* 31 Ava Crescent  
 Richmond Hill, Ontario  
 L4B 2X3

**Statements**

Schedule: See Schedules

**Provisions**

*Principal* \$5,500,000.00 *Currency* CDN  
*Calculation Period* monthly, interest only  
*Balance Due Date* 2020/08/12  
*Interest Rate* 11%  
*Payments*  
*Interest Adjustment Date* 2019 08 12  
*Payment Date* 12th day of every month  
*First Payment Date* 2019 09 12  
*Last Payment Date* 2020 08 12  
*Standard Charge Terms* 200033  
*Insurance Amount* Full insurable value  
*Guarantor* Joseph Chetti

**Additional Provisions**

This is a Closed Mortgage.

**Signed By**

Hiten Dedhia 258 Wilson Ave. acting for Signed 2019 08 12  
 Toronto  
 M3H 1S6  
 Chargor(s)

Tel 416-636-1949

Fax 416-636-3431

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

**Submitted By**

SCHWARTZ & SCHWARTZ 258 Wilson Ave. 2019 08 12  
 Toronto  
 M3H 1S6

Tel 416-636-1949

**Submitted By**

Fax 416-636-3431

**Fees/Taxes/Payment**

Statutory Registration Fee	\$64.40
Total Paid	\$64.40

**File Number**

Chargee Client File Number : 19770-15

C

This is **Exhibit “C”** referred to in the  
Affidavit of Kenneth Gold  
sworn remotely before me this  
30<sup>th</sup> day of August, 2024

A handwritten signature in blue ink, appearing to read "Britta Lee".

---

A Commissioner for Taking Affidavits, etc.

## ADDITIONAL PROVISIONS

1. Interest Only Charge

The full principal sum of **FIVE MILLION FIVE HUNDRED THOUSAND (\$5,500,000.00) DOLLARS** shall become due and be payable on the 12<sup>th</sup> day of August 2020, the Chargor, in the meantime until final payment of the principal money shall pay interest on unpaid principal at the rate of Eleven (11%) per annum, calculated monthly not in advance as well after as before maturity and both before and after default; The said payments shall become due and be payable on the Twelfth day of each month in the amount of **FIFTY THOUSAND FOUR HUNDRED AND SIXTEEN — 66/100 (\$50,416.67) DOLLARS** (for interest only); the first payment of such interest to be computed from the 12<sup>th</sup> day of August, 2019, upon the amount of principal outstanding to become due and payable on the 12<sup>th</sup> day of August, 2019.

It is acknowledged and agreed by the Chargor that interest from the date of advance to the maturity date shall be prepaid and such amount shall be deducted from the advance and paid to the Chargee.

2. Post-dated Cheques

To the extent interest has not been prepaid, the Chargor shall provide to the Chargee post-dated cheques for each year of the term of the charge. Each cheque is to be In the amount of the monthly instalment payable under the Charge.

3. Administration Fee

The Chargor agrees to pay to the Chargee an administration fee of \$350.00 plus harmonized sales tax ("HST") and all legal fees and disbursements and HST incurred by the Chargee for each occurrence of any of the following events:

- (i) late payment;
- (ii) cheque dishonoured for any reason;
- (iii) failure to provide satisfactory evidence that all realty taxes are up to date within thirty (30) days of receipt of written request for same;
- (iv) failure to provide proof of satisfactory insurance coverage within thirty (30) days of receipt of written request for same;
- (v) failure to provide post-dated cheques, when required with or without a demand being made;
- (vi) failure to notify the Chargee of registration of a lien;
- (vii) request for mortgage statement;
- (viii) request for discharge statement or notice of default letter;
- (ix) default under any other mortgage, charge or encumbrance;
- (x) each meeting required by the Chargor or the Chargee with the other because of an issue of a possible default or other matter that has arisen regarding the loan.

The Chargor also agrees to pay any applicable HST on a portion of the monthly payments that may be required relating to collection fees of the Chargee.

4. Due on Default

In the event of default under this Charge, which default is not corrected within five (5) days upon written notice of default from the Chargee to the Chargor, at the option of the Chargee, the full principal balance together with interest and costs on a substantial indemnity basis in relation thereto shall become immediately due and payable. The Chargor acknowledges that should the mortgagee commence action due to default under the Charge, the Chargee shall be entitled to charge an additional fee equivalent to three (3) month's interest.

5. Due on Sale

The Chargor hereby agrees that in the event that the Property is sold, leased, conveyed, transferred or assigned without the Chargees' written consent, or if there is a change of control of the Mortgagor, the Chargee shall have the right, at its option, to immediately declare all unpaid principal and interest and accrued interest and costs and expenses owing to the Chargee immediately due and payable.

6. Subsequent Encumbrances

The Chargor may place a subsequent mortgage on the charged property without the Chargees' written consent but on written notice and full particulars of the subsequent mortgage being registered. Provided that any such subsequent mortgagee postpones its security to the security of the Chargee and all advances thereunder the Chargee is satisfied that the Chargor has the ability to service the debt under the First Mortgage and any such subsequent mortgage; and that it is agreed that the default under any subsequent mortgage security shall at the option of Gold be deemed to be default under its First Mortgage and related security.

7. Default of Prior Encumbrances

If at any time or from time to time any default or breach of covenant occurs under any encumbrance registered against the charged property and which encumbrance has priority over the within charge, it shall constitute default under the loan and the Chargee may pay all monies and take appropriate action to cure any default or breach under any encumbrance; or alternatively, may commence power of sale proceedings and/or other proceedings of default without making payment to the other encumbrancer.

8. Costs

The Borrower covenants and agrees to pay all property tax, public utility rates, charges, and insurance premiums as and when they become due, to keep all encumbrances and agreements in good standing, comply with all zoning by-laws, standards and work orders and not to permit the existence of any work orders, deficiency notices, letters of compliance or the registration of any liens of any nature or kind. The failure of the Borrower to comply with this covenant shall constitute an event of default hereunder if not remedied with 10 days and entitle the Chargee at its sole and absolute discretion to avail itself of remedies available hereunder and at law including the right to accelerate the principal sum secured hereunder together with all accrued interest thereon plus costs.

In addition, at the Chargees' sole and absolute discretion, the Chargor agrees that the Chargee may satisfy any charge, lien, any matter raised in the previous paragraph or other encumbrances now or hereafter existing or to arise or to be claimed upon the charged lands and the amount so paid together with all costs associated therewith shall be a charge on the charged property and shall bear interest at ten (10%) percent per annum, calculated and compounded monthly and shall be payable forthwith by the Chargor to the Chargee, and in default of payment, the entire principal sum, accrued interest and costs shall become payable at the sole and absolute discretion of the Chargee and the remedies hereby given and available at law may be exercised forthwith without notice. In the event of the Chargee satisfying any such charge or claim, it shall be entitled to all equities and securities of the person(s) so satisfied and it may retain any discharge of charge or assignment of charge unregistered until paid.

All reasonable costs, fees, charges, expenses and amounts paid by the Chargee to cure any default or breach of any such prior encumbrance, shall be a charge on the charged property and secured under this Charge and shall be recoverable by the Chargee in the same manner as any default or breach of covenant in the Charge.

9. Final Payment and Discharge

The Chargor covenants and agrees that payment at maturity, or earlier if notice to prepay is delivered, of the Charge shall be by certified cheque, bank draft or money order. At the time of payment in full of the principal sum and all other amounts hereby provided, a discharge of the Charge and other security including any required reassignments shall be delivered by the Chargee at the cost and expense of the Chargor and such solicitor's fees shall not include attendance outside the office in order to deliver the said discharge or the attendance on a closing or registration of and the cost of registration of the said discharge.

10. Warranty - Urea Formaldehyde Foam Insulation (UFFI) and Environmental

The Chargor covenants that to the best of its knowledge, the charged property has never had "urea formaldehyde foam" insulation installed, asbestos, PCBs waste, radioactive material, noxious substances,

or any contaminant as defined in the Environmental Protection Act and that the charged property is and will be environmentally sound and there are no and will be no restrictions which would economically adversely affect any buildings on the charged property.

11. Receiver

In the event of default by the Chargor, the Chargee in addition to any other rights which it may have, shall be entitled to appoint a receiver manager or receiver, either privately or court appointed to manage the charged property and to do all things necessary as an owner would be entitled to do to sell the Property. The Chargor agrees that it shall not oppose any such appointments.

12. Farm Debt Mediation Act

The Mortgagor represents and warrants that it is not a "farmer" as defined in the Farm Debt Mediation Act. The Mortgagor further covenants and agrees that during the currency of the security to be granted, it will not engage in any activity which would have the effect of deeming it a farmer within the meaning of the Farm Debt Mediation Act. In the event that the Mortgagor fails to comply with the within provision, the Charge to be executed shall, at the Mortgagees' option, immediately become due and payable in full, together with three (3) months' interest thereon.

13. Receipt of Funds

Any payment received after 2:00 p.m. shall be deemed to have been made on the next Bank Business Day following receipt. For purposes of this paragraph, Saturdays, Sundays, and Provincial and Federal Holidays shall be deemed to be nonbusiness Bank Days.

14. Possession

In the event of default under the Charge by the Chargor and the Chargee obtains possession of the charged property and it determines, in its sole discretion, that the charged property requires work and/or improvements in order to market the Property, then the Chargee shall have the right, at its, sole option, to complete such work on such terms as it deems advisable. The cost of completion of the servicing and work by the Chargee and its agents and all expenses incidental thereto shall be added to the loan amount, together with a management fee of fifteen (15%) percent of the costs of the work and improvements completed by the Chargee. All costs and expenses, as well as the said management fee, shall bear interest at the rate as herein provided for and shall form part of the loan secured hereunder and the Chargee shall have the same rights and remedies with respect to collection of same as it would have with respect to the collection of the Charge principal and interest hereunder or at law.

15. Conflict

For greater certainty, the terms of the Commitment, as may be amended, shall be deemed to be incorporated herein; and in the event of any conflict between the terms hereof and the Commitment, the Chargee shall have the sole discretion to decide which term or provision in conflict shall govern and prevail.

16. Assignment of Rents

The Chargor hereby further agrees with the Chargee as follows:

(i) The Chargor hereby assigns and sets over to the Chargee all rents payable from time to time under all leases of the charged Property or any part thereof, whether presently existing or arising in the future, together with the benefit of all covenants, agreements and provisos contained in the said leases, in favour of the Chargee;

(ii) Forthwith after making any lease of the charged lands or any part thereof the Chargor will execute and deliver to the Chargee an assignment in registerable form, in form satisfactory to the Chargee, of all rents payable under such lease, the benefit of all covenants, agreements and provisos therein contained on the part of the tenant to be observed and performed and the reversion of such lease, and will also execute and deliver to the Chargee all such notices and other documents as may be required in order to render such assignment effectual in law;

(iii) Nothing herein contained shall make the Chargee responsible for the collection of rents payable under any lease of the charged lands or any part thereof or for the performance of any covenants, terms or conditions contained in any such lease;

- (iv) The Charges shall not by virtue of these presents be deemed a mortgagee in possession of the charged lands;
- (v) The Chargee shall be liable to account for only such rents as actually come into its hands less reasonable collection charges in respect thereof and may apply such rents to the repayment of this Charge;
- (vi) Notwithstanding anything herein contained, no lease of the charged Property or any part thereof made by the Chargor without the consent in writing of the Chargee shall have priority over this Charge; and
- (vii) The Chargee shall not exercise any rights in connection with the assignment of rents unless there has been default under the terms of this Charge and until an event of default occurs, the Chargor shall be entitled to collect all rents and exercise all rights under any lease.

17. The Chargee shall consider executing favorably upon the prior written consent of the Chargor, and without the Chargee incurring any expense whatsoever, and with the Chargor agreeing to pay all of the reasonable out of pocket costs and expenses incurred by the Chargee, all reasonable plans and other reasonable material necessary to enable the Chargor to develop the lands and will otherwise consider favourably giving such consents, releases, partial discharges, postponements or assurances as the Chargor may reasonably request in the development but on the understanding that it will be deemed not to be unreasonable for Gold to withhold its consent in the event that any of the foregoing could, in the absolute discretion of Gold, materially and adversely impact upon the fair market value of the Property and/or diminish its security. Without limiting the generality of the foregoing, and subject to the foregoing, Gold covenants and agrees that the foregoing will be applicable to the following situation, namely:

- (a) Engineering, financial and subdivision agreements required by the Municipality to be executed by the Chargee; provided the Chargee will not incur any expense currently or in the future with respect to such items and all its costs are reimbursed as noted above;
- (b) The Chargee's consent or consents required to be executed in order to have the lands certified under the Certification of Titles Act, or entered under the Land Titles System or required to register any Plan of Subdivision, Plan of Condominium or Reference Plan of the lands or any part thereof; provided Gold will not incur any expenses whatsoever presently or in the future in connection therewith, and all of its costs are reimbursed as noted above;
- (c) To execute a postponement of the Charge with respect to any easement required to be granted by the Chargor for any utility or public purpose; and
- (d) To grant, if necessary, partial discharges for the purpose of conveying or dedicating any of the said lands for public roads or for widening of existing public roads or for the purpose of conveying or dedicating any or all of the said lands that are to be conveyed by the Chargor to any Municipality or to the Province of Ontario so long as the same does not, in the discretion of the Chargee, diminish the fair market value of the remaining lands and does not result in any lands being landlocked; or to any conservation authority or water resources commission or to any public or private utility, including, without limitation, Municipal reserves, parklands, walkways, road widenings and roads, or for any other public purpose, provided that any monies paid to the Chargor will be paid down on account of the Mortgage; and provided all of the Chargees' legal expenses and disbursements and all out of pocket costs are paid for by the Chargor; and provided further, that the Chargee shall not be required to undertake or assign any financial or other obligation.

18. The Chargee shall grant a partial discharge for any lands required for a school site, park, recreational or other public area by any authority having jurisdiction, subject to Gold receiving payment on account thereof in an amount equal to the fair market value of the lands to be partially discharged; and provided the same does not result in any other lands being landlocked.

19. The Chargor, its agents, employees or contractors, may conduct building operations upon the lands including, without limiting the generality of the foregoing, demolition or removal of any existing building, surveying, grading, excavation, Installation of services and all acts incidental to the development of the lands at any time and from time to time and without payment and without such acts being deemed acts of waste.

20. The Charge is closed for prepayment or repayment from the Interest Adjustment Date to the Maturity Date.

D

This is **Exhibit “D”** referred to in the  
Affidavit of Kenneth Gold  
sworn remotely before me this  
30<sup>th</sup> day of August, 2024

A handwritten signature in blue ink, appearing to read "Brittany Lee".

---

A Commissioner for Taking Affidavits, etc.

**Properties**

*PIN* 58170 - 0498 LT  
*Description* PT LTS 1, 2 & 3 CON 4 AS IN RO1284373 EXCEPT PT 1 51R31629 TECUMSETH; S/T  
 RO318906; NEW TECUMSETH  
*Address* 7110 4TH LINE  
 TOTTENHAM

**Applicant(s)**

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

*Name* WOODINGTON ESTATES INC.  
*Address for Service* 7110 4th Line  
 Tottenham Ontario  
 LOG 1W0

I, Joseph Chetti, President, have the authority to bind the corporation.

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

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

*Name* GOLDY METALS HOLDINGS INC.  
*Address for Service* 31 Ava Crescent  
 Richmond Hill, Ontario  
 L4B 2X3

**Statements**

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

This notice may be deleted by the Land Registrar when the registered instrument, SC1615589 registered on 2019/08/12 to which this notice relates is deleted

Schedule: See Schedules

**Signed By**

Hiten Dedhia 258 Wilson Ave. acting for Signed 2019 08 12  
 Toronto Applicant(s)  
 M3H 1S6

Tel 416-636-1949

Fax 416-636-3431

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

Hiten Dedhia 258 Wilson Ave. acting for Signed 2019 08 12  
 Toronto Party To(s)  
 M3H 1S6

Tel 416-636-1949

Fax 416-636-3431

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

**Submitted By**

SCHWARTZ & SCHWARTZ 258 Wilson Ave. 2019 08 12  
 Toronto  
 M3H 1S6

Tel 416-636-1949

Fax 416-636-3431

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$64.40  
*Total Paid* \$64.40

**File Number**

*Party To Client File Number :* 19770-15

**E**

This is **Exhibit “E”** referred to in the  
Affidavit of Kenneth Gold  
sworn remotely before me this  
30<sup>th</sup> day of August, 2024

A handwritten signature in blue ink, appearing to read "Britta Lee".

---

A Commissioner for Taking Affidavits, etc.

GENERAL ASSIGNMENT OF LEASES AND RENTS

TO: **GOLDY METALS HOLDINGS INC.**

AND TO: **SCHWARTZ & SCHWARTZ PROFESSIONAL CORPORATION**

RE: Goldy Metals Holdings Inc. (the "**Lender**" or "**Chargee**") mortgage loan (the "**Loan**") to Woodington Estates Inc. (the "**Borrower**"), secured by inter alia by a Charge in second position on 7110 4<sup>th</sup> Line, Tottenham, Ontario (the "**Property**"), and guaranteed by Joseph Chetti (the "**Guarantor**"), all in accordance with a commitment letter dated July 24, 2019 (the "**Commitment Letter**").

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## 1. RECITALS

### 1.1 Description of Mortgage

By a certain mortgage (the "Mortgage") securing the sum of **FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$5,500,000.00)** (the "Loan") made by the Mortgagor of the lands and premises herein to the Mortgagees concurrent herewith and affecting the Mortgaged Premises, the Mortgagor has covenanted to repay the Loan together with interest thereon at the rate, in the manner and amounts and at the times specified in the Mortgage, and to perform the terms, covenants and provisions contained in the Mortgage.

## 2. GRANTING CLAUSES

### 2.1 Assignment to Mortgagee

To secure the payment of the Mortgage and to assure performance of the agreements contained herein and in the Mortgage subject to section 4.2 hereof, Mortgagor assigns to Mortgagee, Mortgagor's right, title and interest in:

(a) All oral and written leases, offers to lease with, or other agreements for use or occupancy made to or agreed to by any person or entity (including without limitation of the foregoing, Mortgagor and Mortgagee under the powers granted herein), and any and all amendments, extensions, renewals, modifications and replacements thereof pertaining to all or any part of the Mortgaged Premises, whether such leases or other agreements have heretofore been made or as are in the future made or agreed to (such leases, offers to lease and other use or occupancy agreements being referred to as the "Leases");

(b) The rents, issues and profits (collectively the "Rents") which may hereafter become due pursuant to any of the Leases pertaining to all or any part of the Mortgaged Premises;

(c) All rights, powers, privileges, options and other benefits (collectively the "Rights") of Mortgagor as lessor under the Leases, including without limitation the following:

(i) The immediate and continuing right to receive and collect all Rents, income, revenues, insurance proceeds, condemnation awards, moneys and security deposits or the like pursuant to any of the provisions thereof, whether as Rents or otherwise (except sums payable directly to any person other than the lessor thereunder);

(ii) The right to make all waivers and agreements, including waivers of obligations of lessees;

(iii) The right to give all notices, permissions, consents and releases, including consent to the subordination of the interest of a lessee;

(iv) The right to take such action upon the happening of a default under the Leases (including the commencement, conduct and consummation of proceedings at law or in equity) as shall be permitted under any provisions of the Leases or by law;

(v) The right to do any and all other things whatsoever which Mortgagor, as lessor, is or may become entitled to under the Leases;

(vi) The right to exercise any option; and

(d) Any and all guarantees (the "Guarantees") of any of the Leases, and the rights, powers, privileges and other benefits of the Mortgagor under the Guarantees; and Mortgagor authorizes Mortgagee in the event of Mortgagor's Default hereunder:

(e) To let and relet the Mortgaged Premises, or any part thereof according to Mortgagee's own discretion; and

(f) To enforce or take any other action in connection with the Leases in the name of either or both of Mortgagee or Mortgagor;

### 3. COVENANTS, REPRESENTATIONS AND WARRANTIES

#### 3.1 Power Coupled with Interest

This Assignment of Leases and Rents confers upon Mortgagee a power coupled with an interest and cannot be revoked by the Mortgagor.

#### 3.2 Title

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

#### 3.3 Management

The Mortgagor covenants to observe and perform all the obligations imposed upon the lessor under said Leases and not to do or permit to be done anything to impair the security thereof; to cause the Mortgaged Premises to be maintained and managed in accordance with sound business practices; not to collect any of the rent, income and profits arising or accruing under the said Leases or from the Mortgaged Premises in advance of the time when the same shall become due, save and except for prepaid rent which shall not exceed one month plus any security deposit and/or last month's rent; not to execute any other assignment of lessor's interest in said Leases or assignments of the rents arising or accruing from said Leases or from the Mortgaged Premises in priority or pari passu to this Assignment of Rents and Leases; not to subordinate said Leases to any mortgage or such other encumbrance or permit, consent or agree to such subordination in priority or pari passu to executed security in favour of the Mortgagee, not to alter, modify, amend, change or default under the terms of said Leases or give any consent, concession or waiver or exercise any option of the lessor permitted by such terms or cancel or terminate said Leases or accept the surrender thereof or convey or transfer or suffer or permit a conveyance or transfer of the premises demised thereby or of any interest therein so as to effect directly or indirectly, promptly or remotely a merger of the estates and rights of, or a termination or elimination of the obligations of lessees thereunder in priority or pari passu to executed security in favour of the Mortgagee without notice to and the consent of the Mortgagee (such consent not to be unreasonably withheld or delayed); only upon the written request of Mortgagee, to exercise any option of the lessor permitted by the terms of said Leases; not to waive, alter, modify or change the terms of any Guarantees of said Leases or cancel or terminate such Guarantees, not to consent to any assignment of or subletting under said Leases in priority or pari passu to executed security in favour of the Mortgagee, except to the extent that any such lease provides that the consent of the lessor shall not be unreasonably withheld; at the Mortgagee's request, to execute and deliver all such further assurances and assignments as the Mortgagee shall from time to time reasonably require; to cause prompt action, including legal proceedings for enforcement of any of the Leases and all other remedies available to lessor thereunder, to be commenced against any delinquent lessee as soon as reasonably necessary to protect such lessor's interest.

#### 3.4 Notice of Lessor's Default

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

#### 3.5 Mortgagee to be Creditor of Lessee

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

action and/or collect any such money, award or payment.

#### 4. DEFAULTS AND REMEDIES

##### 4.1 Defaults

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

- (a) The untruth of any representation or warranty made by the Mortgagor herein, the failure by the Mortgagor to perform in a full and timely manner any of Mortgagor's obligations of whatever nature under this Assignment of Leases and Rents or the Mortgage or the breach of any of the Mortgagor's covenants contained in this Assignment of Leases and Rents;
- (b) The default by Mortgagor under any of the Leases and such default is not cured within the time permitted in the Lease for so doing.

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

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

##### 4.3 Nature of Remedies

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

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

##### 4.4 Application of Rents

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

##### 4.5 Limitation of Mortgagee's Obligations

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

#### 4.6 Reimbursement

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

#### 4.7 Authorization to Lessees

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

#### 4.8 Discharge

At the time of delivery of a discharge of the Mortgage the Mortgagee shall also deliver a release and reconveyance of this Assignment of Leases and Rents to the Mortgagor.

### 5. MISCELLANEOUS

#### 5.1 Successors and Assigns

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

#### 5.2 No Merger Notwithstanding the conveyance or transfer of title to any or all of the

Mortgaged Premises to any lessee under any of the Leases, the lessee's leasehold estate under such lease shall not merge into the fee estate and the lessee shall remain obligated under such lease as assigned by this Assignment.

#### 5.3 Notices

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

Mortgagee:

**Goldy Metals Holdings Inc. & David Gold**  
31 Ava Crescent  
Richmond Hill, Ontario  
L4B 2X3  
**Attention: Ken Gold**

And a copy to:

**Schwartz & Schwartz PC**  
258 Wilson Avenue  
Toronto, Ontario  
M3H 1S6

**Attention: Jeffrey Schwartz**

Mortgagor:

**Woodington Estates Inc.**  
7110 4th Line,  
Tottenham, Ontario  
**Attention: Joseph Chetti**

And a copy to:

**Sheppard Brown Law**

488 Huron Street  
Toronto, Ontario  
M5R 2R3

Any notice given in the manner specified herein shall be deemed to have been given on the day it is personally delivered or two business days after it is deposited in the mail.

5.4 Governing Law

This Assignment of Leases and Rents shall be governed by and construed in accordance with the law of the Province of Ontario.

5.5 Severability

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

5.6 Captions

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

5.7 Parties

If there is more than one person or entity Mortgagor or Mortgagee herein, the word “Mortgagor” or “Mortgagee” shall be read as being plural and the masculine shall, when appropriate, include the feminine gender.

5.8 Time of the Essence

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

5.9 Electronic Registration

The Mortgagor has duly executed an Acknowledgement and Direction and by such execution agrees to be bound by this Agreement and authorizes the electronic registration of this Schedule and the document to which it is annexed.

DATED at Toronto the \_\_\_\_\_ day of August, 2019.

**WOODINGTON ESTATES INC.**

\_\_\_\_\_  
Name: **Joseph Chetti**  
Title: President

I have authority to bind the corporation.

F

This is **Exhibit “F”** referred to in the  
Affidavit of Kenneth Gold  
sworn remotely before me this  
30<sup>th</sup> day of August, 2024

A handwritten signature in blue ink, appearing to read "Brittany Lee".

---

A Commissioner for Taking Affidavits, etc.

## SECURITY AGREEMENT

For use in PPSA jurisdictions only

For valuable consideration, the undersigned (the "Debtor") agrees with **Goldy Metals Holdings Inc.** (the "Secured Party") as follows:

1. **GRANT OF SECURITY:** The Debtor mortgages, charges and assigns to the Secured Party, and the Secured Party takes, a Security Interest in the property described in the following paragraphs of this section (as applicable in accordance with the Note appearing at the end of this section), including among other things (i) any property that may be described in Schedule A and (ii) all property described in any other schedules that the Debtor may from time to time sign and provide to the Secured Party in connection with this Agreement, and in all present and future Accessions to, and all Proceeds of, any such property (collectively, the "Collateral") as a general and continuing collateral security for the due payment and performance of the Liabilities as such term is hereinafter defined:
  - a.  **Specific Personal Property;** the Personal Property described in Schedule A.
  - b.  **All Personal Property;** all of the Debtor's present and after-acquired undertaking and Personal Property but excluding Consumer Goods.
  - c.  **All Real Property;** all of the Debtor's present and after-acquired real property, together with all buildings placed, installed or erected on any such property, and all fixtures.

NOTE: Shade in appropriate box or boxes to indicate which paragraphs (a), (b) or (c) are to apply. If no box is shaded, paragraph (b) will apply.
---

2. **GOVERNING LAW.** This Agreement is governed by the laws of the Province of Ontario.

**ADDITIONAL TERMS AND CONDITIONS;** THE ADDITIONAL TERMS AND CONDITIONS (INCLUDING ANY SCHEDULES) ON THE FOLLOWING PAGES FORM PART OF THIS AGREEMENT.

The Debtor has signed this Agreement on 8<sup>TH</sup> day of August, 2019.

**Woodington Estates Inc.**



Name: **Joseph Chetti**  
Title: President

I have authority to bind the corporation.

Debtor's address: 156 Capner Court

Kleinberg, Ontario L0J 1C0

3. **PLACES OF BUSINESS.** The Debtor represents and warrants that the locations of all existing Places of Business are specified in Schedule B and agrees to promptly notify the Secured Party in writing of any additional Places of Business as soon as they are established. The Debtor agrees that, subject to section 5, the Collateral will at all times be kept at the Places of Business, and will not be removed without the Secured Party's prior written consent.
4. **COLLATERAL FREE OF CHARGES.** The Debtor represents and warrants that, except as set forth in Schedule "C", the Collateral is, and agrees that the Collateral will at all times be, free of any Charge or trust except in favour of the Secured Party or incurred with the Secured Party's prior written consent. The Secured Party may, but will have no obligation to, pay any amount or take any action required to remove or redeem any unauthorized Charge, and the Debtor will immediately reimburse the Secured Party for any amount so paid and will indemnify the Secured Party in respect of any action so taken.
5. **USE OF COLLATERAL.** The Debtor will not, without the Secured Party's prior written consent, sell, lease or otherwise dispose of any of the Collateral (other than Inventory, which may be sold, leased or otherwise disposed of in the ordinary course of the Debtor's business). All Proceeds of the Collateral (including among other things all amounts received in respect of Receivables), whether or not arising in the ordinary course of the Debtor's business, will be received by the Debtor as trustee for the Secured Party and will be immediately paid to the Secured Party.
6. **INSURANCE.** The Debtor will keep the Collateral insured to its full insurable value against loss or damage by fire and such other risks as are customarily insured for property similar to the Collateral (and against such other risks as the Secured Party may reasonably require). At the Secured Party's request, all policies in respect of such insurance will contain a loss payable clause, and if the Collateral includes real property, will contain a mortgage clause in favour of the Secured Party, and in any event the Debtor assigns all proceeds of insurance on the Collateral to the Secured Party. The Debtor will, from time to time at the Secured Party's request, deliver such policies (or satisfactory evidence of such policies) to the Secured Party. If the Debtor does not obtain or maintain such insurance, the Secured Party may, but will have no obligation to, do so. The Debtor will immediately reimburse the Secured Party for any amount so paid. The Debtor will promptly give the Secured Party written notice of any loss or damage to all or any part of the Collateral.
7. **INFORMATION AND INSPECTION.** The Debtor will from time to time furnish to the Secured Party in writing all information requested by the Secured Party relating to the Collateral, the Places of Business. The Debtor will promptly advise the Secured Party of the Serial Number, model year, make and model of each Serial Number Good at any time included in the Collateral that is held as Equipment, including in circumstances where the Debtor ceases holding such Serial Number Good as Inventory and begins holding it as Equipment. The Secured Party may from time to time inspect any Books and Records and any Collateral, wherever located, and for that purpose the Secured Party may, without charge, have access to each Place of Business where any of them may be stored or from which any of them may be retrieved. The Debtor authorizes any Person holding any Books and Records to make them available to the Secured Party, in a readable form, upon request by the Secured Party.
8. **RECEIVABLES.** If the Collateral includes Receivables, the Secured Party may advise any Person liable to make any payment to the Debtor of the existence of this Agreement, and may from time to time confirm with such Persons the existence and the amount of the Receivables. Upon Default, the Secured Party may collect and otherwise deal with the Receivables in such manner and upon such terms as the Secured Party considers appropriate.
9. **RECEIPTS PRIOR TO DEFAULT.** Until Default, all amounts received by the Secured Party as Proceeds of the Collateral will be applied on account of the Liabilities in such manner and at such times as the

Secured Party may consider appropriate or, at the Secured Party's option, may be held unappropriated in a collateral account or released to the Debtor.

#### 10. DEFAULT.

- (1) **Events of Default.** The occurrence of any of the following events or conditions will be a Default:
- a. the Debtor does not pay any of the Liabilities when due;
  - b. the Debtor does not observe or perform any of the Debtor's obligations under this Agreement or any other agreement or document existing at any time between the Debtor and the Secured Party with respect to the Property;
  - c. any representation, warranty or statement made by or on behalf of the Debtor to the Secured Party is untrue in any material respect at the time when or as of which it is made;
  - d. the Debtor ceases or threatens to cease to carry on in the normal course the Debtor's business or any material part thereof;
  - e. if the Debtor is a corporation, there is, in the Secured Party's reasonable opinion, a change in effective control of the Debtor, or if the Debtor is a partnership, there is a dissolution or change in the membership of the partnership;
  - f. the Debtor becomes insolvent or bankrupt or makes a proposal or files an assignment for the benefit of creditors under the *Bankruptcy Act* (Canada) or similar legislation in Canada or any other jurisdiction; a petition in bankruptcy is filed against the Debtor; or, if the Debtor is a corporation, steps are taken under any legislation by or against the Debtor seeking its liquidation, winding-up, dissolution or reorganization or any arrangement or composition of its debts;
  - g. a Receiver, trustee, custodian or other similar official is appointed in respect of the Debtor or any of the Debtor's property;
  - h. the holder of a Charge takes possession of all or any part of the Debtor's property, or a distress, execution or other similar process is levied against all or any part of such property; or
  - i. the Secured Party in good faith and upon commercially reasonable grounds believes that the prospect of payment or performance is or is about to be impaired or that the Collateral is or is about to be placed in jeopardy.
- (2) **Rights upon Default.** Upon Default, the Secured Party and a Receiver, as applicable, will to the extent permitted by law have the following rights:
- a. **Appointment of Receiver.** The Secured Party may by instrument in writing appoint any Person as a Receiver of all or any part of the Collateral. The Secured Party may from time to time remove or replace a Receiver, or make application to any court of competent jurisdiction for the appointment of a Receiver. Any Receiver appointed by the Secured Party will (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the Debtor's agent. The Secured Party may from time to time fix the Receiver's remuneration and the Debtor will pay the Secured Party the amount of such remuneration. The Secured Party will not be liable to the Debtor or any other Person in connection with appointing or not appointing a Receiver or in connection with the Receiver's actions or omissions.

- b. **Dealings with the Collateral.** The Secured Party or a Receiver may take possession of all or any part of the Collateral and retain it for as long as the Secured Party or the Receiver considers appropriate, receive any rents and profits from the Collateral, carry on (or concur in carrying on) all or any part of the Debtor's business or refrain from doing so, borrow on the security of the Collateral, repair the Collateral, process the Collateral, prepare the Collateral for sale, lease or other disposition, and sell or lease (or concur in selling or leasing) or otherwise dispose of the Collateral on such terms and conditions (including among other things by arrangement providing for deferred payment) as the Secured Party or the Receiver consider appropriate. The Secured or the Receiver may (without charge and to the exclusion of all other Persons including the Debtor) enter upon any Place of Business.
- c. **Realization.** The Secured Party or a Receiver may use, collect, sell, lease or otherwise dispose of, realize upon, release to the Debtor or other Persons, and otherwise deal with the Collateral in such manner, upon such terms (including among other things by arrangement providing for deferred payment) and at such times as the Secured Party or the Receiver considers appropriate, and the Secured Party or the Receiver may make any sale, lease or other disposition of the Collateral in the name of and on behalf of the Debtor or otherwise.
- d. **Application of Proceeds After Default.** All Proceeds of Collateral received by the Secured Party or a Receiver (which, for the purposes of this paragraph, will be deemed to include amounts or property derived from any collection, disposition or other realization of Collateral) may be applied to discharge or satisfy any expenses (including among other things the Receiver's remuneration and other expenses of enforcing the Secured Party's rights under this Agreement), Charges, borrowings, taxes and other outgoings affecting the Collateral or which are considered advisable by the Secured Party or the Receiver to preserve, repair, process, maintain or enhance the Collateral or prepare it for sale, lease or other disposition, or to keep in good standing any Charges on the Collateral ranking in priority to any Charge created by this Agreement, or to sell, lease or otherwise dispose of the Collateral. The balance of such Proceeds will be applied to the Liabilities in such manner and at such times as the Secured Party considers appropriate and thereafter will be accounted for as required by law.
- (3) **Other Legal Rights.** Before and after Default, the Secured Party will have, in addition to the rights specifically provided in this Agreement, the rights of a secured party under the PPSA, as well as the rights recognized at law and in equity. No right will be exclusive of or dependent upon or merge in any other right, and one or more of such rights may be exercised independently or in combination from time to time.
- (4) **Deficiency.** The Debtor will remain liable to the Secured Party for payment of any Liabilities that are outstanding following realization of all or any part of the Collateral.
11. **SECURED PARTY NOT LIABLE.** The Secured Party will not be liable to the Debtor or any other Person for any failure or delay in exercising any of its rights under this Agreement (including among other things any failure to take possession of, collect, or sell, lease or otherwise dispose of, any Collateral). None of the Secured Party, Receiver or any agent of the Secured Party (including in Alberta, any sheriff) is required to take, or will have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Chattel Paper, Securities or Instrument in possession of the Secured Party, a Receiver or the Secured Party's agent.
12. **CHARGES AND EXPENSES.** The Debtor agrees to pay on demand all reasonable costs and expenses incurred (including among other things reasonable legal fees on a solicitor and client basis) and fees charged by the Secured Party in connection with obtaining or discharging this Agreement or establishing or confirming the priority of the Charges created by this Agreement or by law,

compliance with any demand by any Person under the PPSA to amend or discharge any registration relating to this Agreement, and by the Secured Party or any Receiver in exercising any remedy under this Agreement (including among other things preserving, repairing, processing, preparing for disposition and disposing of the Collateral by sale, lease or otherwise) and in carrying on the Debtor's business. All such amounts will bear interest from time to time at the highest interest rate then applicable to any of the Liabilities and the Debtor will reimburse the Secured Party upon demand for any amount so paid.

13. **FURTHER ASSURANCES.** The Debtor will from time to time immediately upon request by the Secured Party take such action (including among other things the signing and delivery of financing statements and financing change statements, other schedules describing property included in the Collateral, further assignments and other documents, and the registration of this Agreement or any other Charge against any of the Debtor's real property) as the Secured Party may require in connection with the Collateral or as the Secured Party may consider necessary to give effect to this Agreement. If permitted by law, the Debtor waives the right to sign or receive a copy of any financing statement or financing change statement, or any statement issued by any registry that confirms any registration of a financing statement or financing change statement, relating to this Agreement. The Debtor irrevocably appoints the Secured Party as the Debtor's attorney (with full powers of substitution and delegation) to sign, upon Default, all documents required to give effect to this section. Nothing in this section affects the right of the Secured Party as a secured party, or any other Person on the Secured Party's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification agreements and other documents relating to the Collateral and this Agreement as the Secured Party or such other Person considers appropriate.
14. **DEALINGS BY THE SECURED PARTY.** The Secured Party may from time to time, grant extensions of time and other indulgences, take and give up any Charge, abstain from taking, perfecting or registering any Charge, accept compositions, grant releases and discharges and otherwise deal with the Debtor and with the Collateral and any Charges held by the Secured Party, as the Secured Party considers appropriate without affecting the Debtor's obligations to the Secured Party or the Secured Party's rights under this Agreement.
15. **DEFINITIONS.** In this Agreement:
  - a. "Accessions", "Account", "Chattel Paper", "Document of Title", "Equipment", "Goods", "Instrument", "Intangible", "Inventory", "Proceeds", "Purchase-Money Security Interest" and "Security Interest" have the respective meanings given to them in the PPSA.
  - b. "Books and Records" means all books, records, files, papers, disks, documents and other repositories of data recording, evidencing or relating to the Collateral to which the Debtor (or anyone on the Debtor's behalf) has access.
  - c. "Charge" means any mortgage, charge, pledge, hypothecation, lien (statutory or otherwise), assignment, financial lease, title retention agreement or arrangement, security interest or other encumbrance of any nature however arising, or any other security agreement or arrangement creating in favour of any creditor a right in respect of a particular property that is prior to the right of any other creditor in respect of such property.
  - d. "Consumer Goods" has the meaning given to it in the PPSA, except that, if this Agreement is governed by the laws of the Yukon, it does not include special consumer goods as that term is defined in the Yukon PPSA.
  - e. "Default" has the meaning set out in subsection 10(1).

- f. “**Liabilities**” means all present and future indebtedness and liability of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Debtor to the Secured Party under the Charge, wherever and however incurred and any unpaid balance thereof.
- g. “**Money**” has the meaning given to it in the PPSA or, if there is no such definition, means a medium of exchange authorized or adopted by the Parliament of Canada as part of the currency of Canada, or by a foreign government as part of its currency.
- h. “**Person**” means any natural person or artificial body (including among others any firm, corporation or government).
- i. “**Personal Property**” means personal property and includes among other things Inventory, Equipment, Receivables, Books and Records, Chattel Paper, Goods, Documents of Title, Instruments, Intangibles (including intellectual property), Money, and Securities, and includes all Accessions to such property.
- j. “**Place of Business**” means a location where the Debtor carries on business or where any of the Collateral is located (including any location described in Schedule B).
- k. “**PPSA**” means the legislation that applies in the province or territory noted in section 2 of this Agreement, as such legislation may be amended, renamed or replaced from time to time (and includes all regulations from time to time made under such legislation) as follows: in the case of Ontario, the *Personal Property Security Act*, R.S.O. 1990 c.P.10; in the case of Alberta, British Columbia, Manitoba, Prince Edward Island, Saskatchewan and the Yukon Territory, the *Personal Property Security Act*; and in the case of any other province or territory, such legislation as deals generally with Charges on personal property.
- l. “**Receivables**” means all debts, claims and choices in action (including among other things Accounts and Chattel Paper) now or in the future due or owing to or owned by the Debtor.
- m. “**Receiver**” means a receiver or a receiver and manager.
- n. “**Securities**” has the meaning given to it in the PPSA or, if there is no such definition and the PPSA defines “security” instead, it means the plural of that term.
- o. “**Serial Number**” means the number that the Person who manufactured or constructed a Serial Number Good permanently marked or attached to it for identification purposes or, if applicable, such other number as the PPSA stipulates as the serial number or vehicle information number to be used for registration purposes of such Serial Number Good.
- p. “**Serial Number Good**” means a motor vehicle, trailer, mobile home, aircraft airframe, aircraft engine or aircraft propeller, boat or an outboard motor for a boat.

## 16. GENERAL.

- (1) **Reservation of the Last Day of any Lease.** The Charges created by this Agreement do not extend to the last day of the term of any lease or agreement for lease; however, the Debtor will hold such last day in trust for the Secured Party and, upon the exercise by the Secured Party of any of its rights under this Agreement following Default, will assign such last day as directed by the Secured Party.
- (2) **Attachment of Security Interest.** The Security Interest created by this Agreement are intended to attach (a) to existing Collateral when the Debtor signs this Agreement, and (b) to Collateral

subsequently acquired by the Debtor, immediately upon the Debtor acquiring any rights in such Collateral. The parties do not intend to postpone the attachment of any Security interest created by this Agreement.

- (3) **Purchase-Money Security Interest.** If the Secured Party gives value for the purpose of enabling the Debtor to acquire rights in or to any of the Collateral, the Debtor will in fact apply such value to acquire those rights (and will provide the Secured Party with such evidence in this regard as the Secured Party may require), and the Debtor grants the Secured Party a Purchase-Money Security Interest in such Collateral to the extent that the value is applied to acquire such rights. A certificate or affidavit of any of the Secured Party's authorized representatives is admissible in evidence to establish the amount of any such value.
- (4) **Description of Collateral in Schedule A.** The fact that box (b) or box (c) of section 1 has been shaded without there being any property described in Schedule A does not affect the nature or validity of the Secured Party's security in the Collateral.
- (5) **Entire Agreement.** The Secured Party has not made any representation or undertaken any obligation in connection with the subject matter of this Agreement other than as specifically set out in this Agreement, and in particular nothing contained in this Agreement will require the Secured Party to make, renew or extend the time for payment of any loan or other credit accommodation to the Debtor or any other Person.
- (6) **Additional Security.** The Charges created by this Agreement are in addition and without prejudice to any other Charge now or later held by the Secured Party. No Charge held by the Secured Party will be exclusive of or dependent upon or merge in any other Charge, and the Secured Party may exercise its rights under such Charges independently or in combination.
- (7) **Joint and Several Liability.** If more than one Person signs this Agreement as the Debtor, the obligations of such Persons will be joint and several.
- (8) **Severability; Headings.** Any provision of this Agreement that is void or unenforceable in any jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions of this Agreement. The headings in this Agreement are for convenience only and do not limit or extend the provisions of this Agreement.
- (9) **Interpretation.** When the context so requires, the singular will be read as the plural, and vice versa.
- (10) **Copy of Agreement.** The Debtor acknowledges receipt of a copy of this Agreement.
- (11) **Waivers.** If this Agreement is governed by the laws of Saskatchewan and the Debtor is a corporation, the Debtor agrees that *The Limitation of Civil Rights Act*, *The Land Contracts (Action) Act* and Part IV (excepting only section 46) of the *Saskatchewan Farm Security Act* do not apply insofar as they relate to actions as defined in those Acts, or insofar as they relate to or affect this Agreement, the rights of the Secured Party under this Agreement, or any instrument, Charge, security agreement or other document of any nature that renews, extends or is collateral to this Agreement.
- (12) **Notice.** The Secured Party may send to the Debtor, by prepaid regular mail addressed to the Debtor at the Debtor's address last known to the Secured Party, copies of any document required by the PPSA to be delivered by the Secured Party to the Debtor. Any document mailed in this manner will be deemed to have been received by the Debtor upon the earlier of actual receipt by the Debtor and the expiry of ten (10) mailing days after the mailing date.

- (13) **Enurement; Assignment.** This Agreement will enure to the benefit of and be binding upon (i) the Secured Party, its successors and assigns, and (ii) the Debtor and the Debtor's heirs, executors, administrators, successors and permitted assigns. The Debtor will not assign this Agreement without the prior written consent of the Secured Party.

## **SCHEDULE A**

The following is a description of property:

PT LTS 1, 2 & 3 CON 4 AS IN RO1284373 EXCEPT PT 1 51R31629 TECUMSETH; S/T RQ318906;  
NEW TECUMSETH  
PIN # 58170-0498 (LT)

All contracts, chattels, fixtures and leasehold improvements located at or upon or relating to the real property described as follows:

## **SCHEDULE B**

The following are the Places of Business:

- 1) 7110 4<sup>th</sup> Line, Tottenham, Ontario
- 2) 156 Capner Court, Kleinberg, Ontario L0J 1C0

G

This is **Exhibit “G”** referred to in the  
Affidavit of Kenneth Gold  
sworn remotely before me this  
30<sup>th</sup> day of August, 2024

A handwritten signature in blue ink, appearing to read "Britta Lee".

---

A Commissioner for Taking Affidavits, etc.

*Land Registration Reform Act*  
**SET OF STANDARD CHARGE TERMS**  
 (Electronic Filing)

DYE & DURHAM CO. INC.  
 Form No. 300E

Filed by  
 Dye & Durham Co. Inc.

Filing Date: November 3, 2000

Filing number: 200033

*The following Set of Standard Charge Terms shall be applicable to documents registered in electronic format under Part III of the Land Registration Reform Act, R.S.O. 1990, c. L.4 as amended (the "Land Registration Reform Act") and shall be deemed to be included in every electronically registered charge in which this Set of Standard Charge Terms is referred to by its filing number, as provided in Section 9 of the Land Registration Reform Act, except to the extent that the provisions of this Set of Standard Charge Terms are modified by additions, amendments or deletions in the schedule. Any charge in an electronic format of which this Set of Standard Charge Terms forms a part by reference to the above-noted filing number in such charge shall hereinafter be referred to as the "Charge".*

- |   |  |
|---|--|
| <i>Exclusion of Statutory Covenants</i> | 1. The implied covenants deemed to be included in a charge under subsection 7(1) of the <i>Land Registration Reform Act</i> as amended or re-enacted are excluded from the Charge.   |
| <i>Right to Charge the Land</i>         | 2. The Chargor now has good right, full power and lawful and absolute authority to charge the land and to give the Charge to the Chargee upon the covenants contained in the Charge.   |
| <i>No Act to Encumber</i>               | 3. The Chargor has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the land, or any part or parcel thereof, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise, except as the records of the land registry office disclose.   |
| <i>Good Title in Fee Simple</i>         | 4. The Chargor, at the time of the delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the land and the premises described in the Charge and in every part and parcel thereof without any manner of trusts, reservations, limitations, provisos, conditions or any other matter or thing to alter, charge, change, encumber or defeat the same, except those contained in the original grant thereof from the Crown.  |
| <i>Promise to Pay and Perform</i>       | 5. The Chargor will pay or cause to be paid to the Chargee the full principal amount and interest secured by the Charge in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same.   |
| <i>Interest After Default</i>           | 6. In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, and both before and after default and judgement, shall bear interest at the rate provided for in the Charge. In case the interest and compound interest are not paid within the interest calculation period provided in the Charge from the time of default a rest shall be made, and compound interest at the rate provided for in the Charge shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the land.  |
| <i>No Obligation to Advance</i>         | 7. Neither the preparation, execution or registration of the Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the principal amount secured bind the Chargee to advance any unadvanced portion thereof, but nevertheless the security in the land shall take effect forthwith upon delivery for registration of the Charge by the Chargor. The expenses of the examination of the title and of the Charge and valuation are to be secured by the Charge in the event of the whole or any balance of the principal amount not being advanced, the same to be charged hereby upon the land, and shall be, without demand therefor, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable.  |
| <i>Costs Added to Principal</i>         | 8. The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the land, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the land and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in leasing or selling the land or in exercising the power of entering, lease and sale contained in the Charge) shall be, with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the land, which payments with interest at the rate provided for in the Charge shall likewise be a charge upon the land in favour of the Chargee. Provided, and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and on default all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all powers in the Charge conferred shall become exercisable.  |
| <i>Power of Sale</i>                    | 9. The Chargee on default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice in writing given to the Chargor, enter on and lease the land or sell the land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the <i>Mortgages Act</i> . In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by leaving it with a grown-up person on the land, if occupied, or by placing it on the land if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargor at his last known address, or by publishing it once in a newspaper published in the county or district in which the land is situate; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained or under disability. Provided further, that in case default be made in the payment of the principal amount or interest or any part thereof and such default continues for two months after any payment of either falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law. It is hereby further agreed that the whole or any part or parts of the land may be sold by public auction or private contract, or partly |

one or partly the other; and that the proceeds of any sale hereunder may be applied first in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the land or by reason of non-payment or procuring payment of monies, secured by the Charge or otherwise, and secondly in payment of all amounts of principal and interest owing under the Charge; and if any surplus shall remain after fully satisfying the claims of the Chargee as aforesaid same shall be paid as required by law. The Chargee may sell any of the land on such terms as to credit and otherwise as shall appear to him most advantageous and for such prices as can reasonably be obtained therefor and may make any stipulations as to title or evidence or commencement of title or otherwise which he shall deem proper, and may buy in or rescind or vary any contract for the sale of the whole or any part of the land and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as he shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder.

*Quiet Possession*

10. Upon default in payment of principal and interest under the Charge or in performance of any of the terms or conditions hereof, the Chargee may enter into and take possession of the land hereby charged and where the Chargee so enters on and takes possession or enters on and takes possession of the land on default as described in paragraph 9 herein the Chargee shall enter into, have, hold, use, occupy, possess and enjoy the land without the let, suit, hindrance, interruption or denial of the Chargor or any other person or persons whomsoever.

*Right to Distrain*

11. If the Chargor shall make default in payment of any part of the interest payable under the Charge at any of the dates or times fixed for the payment thereof, it shall be lawful for the Chargee to distrain therefor upon the land or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the land, so much of such interest as shall, from time to time, be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. Provided that the Chargee may distrain for arrears of principal in the same manner as if the same were arrears of interest.

*Further Assurances*

12. From and after default in the payment of the principal amount secured by the Charge or the interest thereon or any part of such principal or interest or in the doing, observing, performing, fulfilling or keeping of some one or more of the covenants set forth in the Charge then and in every such case the Chargor and all and every other person whosoever having, or lawfully claiming, or who shall have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the land shall, from time to time, and at all times thereafter, at the proper costs and charges of the Chargor make, do, suffer, execute, deliver, authorize and register, or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devises, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying and assuring the land unto the Chargee as by the Chargee or his solicitor shall or may be lawfully and reasonably devised, advised or required.

*Acceleration of Principal and Interest*

13. In default of the payment of the interest secured by the Charge the principal amount secured by the Charge shall, at the option of the Chargee, immediately become payable, and upon default of payment of instalments of principal promptly as the same mature, the balance of the principal and interest secured by the Charge shall, at the option of the Chargee, immediately become due and payable. The Chargee may in writing at any time or times after default waive such default and any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default.

*Unapproved Sale*

14. If the Chargor sells, transfers, disposes of, leases or otherwise deals with the land, the principal amount secured by the Charge shall, at the option of the Chargee, immediately become due and payable.

*Partial Releases*

15. The Chargee may at his discretion at all times release any part or parts of the land or any other security or any surety for the money secured under the Charge either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the land or any person from the Charge or from any of the covenants contained in the Charge and without being accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. It is agreed that every part or lot into which the land is or may hereafter be divided does and shall stand charged with the whole money secured under the Charge and no person shall have the right to require the mortgage monies to be apportioned.

*Obligation to Insure*

16. The Chargor will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Chargee, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Chargee. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Chargee, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Chargee. Evidence of continuation of all such insurance having been effected shall be produced to the Chargee at least fifteen (15) days before the expiration thereof; otherwise the Chargee may provide therefor and charge the premium paid and interest thereon at the rate provided for in the Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Chargee may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Chargee and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefor shall be payable forthwith by the Chargor with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Chargee as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.

*Obligation to Repair*

17. The Chargor will keep the land and the buildings, erections and improvements thereon, in good condition and repair according to the nature and description thereof respectively, and the Chargee may, whenever he deems necessary, by his agent enter upon and inspect the land and make such repairs as he deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate provided for in the Charge shall be added to the principal amount and be payable forthwith and be a charge upon the land prior to all claims thereon subsequent to the Charge. If the Chargor shall neglect to keep the buildings, erections and improvements in good condition and repair, or commits or permits any act of waste on the land (as to which the Chargee shall be sole judge) or makes default as to any of the covenants, provisos, agreements or conditions contained in the Charge or in any charge to which this Charge is subject, all monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable, and in default of payment of same with interest as in the case of payment

before maturity the powers of entering upon and leasing or selling hereby given and all other remedies herein contained may be exercised forthwith.

- Building Charge** 18. If any of the principal amount to be advanced under the Charge is to be used to finance an improvement on the land, the Chargor must so inform the Chargee in writing immediately and before any advances are made under the Charge. The Chargor must also provide the Chargee immediately with copies of all contracts and subcontracts relating to the improvement and any amendments to them. The Chargor agrees that any improvement shall be made only according to contracts, plans and specifications approved in writing by the Chargee. The Chargor shall complete all such improvements as quickly as possible and provide the Chargee with proof of payment of all contracts from time to time as the Chargee requires. The Chargee shall make advances (part payments of the principal amount) to the Chargor based on the progress of the improvement, until either completion and occupation or sale of the land. The Chargee shall determine whether or not any advances will be made and when they will be made. Whatever the purpose of the Charge may be, the Chargee may at its option hold back funds from advances until the Chargee is satisfied that the Chargor has complied with the holdback provisions of the *Construction Lien Act* as amended or re-enacted. The Chargor authorizes the Chargee to provide information about the Charge to any person claiming a construction lien on the land.
- Extensions not to Prejudice** 19. No extension of time given by the Chargee to the Chargor or anyone claiming under him, or any other dealing by the Chargee with the owner of the land or of any part thereof, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the money secured by the Charge, and the Charge may be renewed by an agreement in writing at maturity for any term with or without an increased rate of interest notwithstanding that there may be subsequent encumbrances. It shall not be necessary to deliver for registration any such agreement in order to retain priority for the Charge so altered over any instrument delivered for registration subsequent to the Charge. Provided that nothing contained in this paragraph shall confer any right of renewal upon the Chargor.
- No Merger of Covenants** 20. The taking of a judgment or judgments on any of the covenants herein shall not operate as a merger of the covenants or affect the Chargee's right to interest at the rate and times provided for in the Charge; and further that any judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as provided in the Charge until the judgment shall have been fully paid and satisfied.
- Change in Status** 21. Immediately after any change or happening affecting any of the following, namely: (a) the spousal status of the Chargor, (b) the qualification of the land as a family residence within the meaning of Part II of the *Family Law Act*, and (c) the legal title or beneficial ownership of the land, the Chargor will advise the Chargee accordingly and furnish the Chargee with full particulars thereof, the intention being that the Chargee shall be kept fully informed of the names and addresses of the owner or owners for the time being of the land and of any spouse who is not an owner but who has a right of possession in the land by virtue of Section 19 of the *Family Law Act*. In furtherance of such intention, the Chargor covenants and agrees to furnish the Chargee with such evidence in connection with any of (a), (b) and (c) above as the Chargee may from time to time request.
- Condominium Provisions** 22. If the Charge is of land within a condominium registered pursuant to the *Condominium Act* (the "Act") the following provisions shall apply. The Chargor will comply with the Act, and with the declaration, by-laws and rules of the condominium corporation (the "corporation") relating to the Chargor's unit (the "unit") and provide the Chargee with proof of compliance from time to time as the Chargee may request. The Chargor will pay the common expenses for the unit to the corporation on the due dates. If the Chargee decides to collect the Chargor's contribution towards the common expenses from the Chargor, the Chargor will pay the same to the Chargee upon being so notified. The Chargee is authorized to accept a statement which appears to be issued by the corporation as conclusive evidence for the purpose of establishing the amounts of the common expenses and the dates those amounts are due. The Chargor, upon notice from the Chargee, will forward to the Chargee any notices, assessments, by-laws, rules and financial statements of the corporation that the Chargor receives or is entitled to receive from the corporation. The Chargor will maintain all improvements made to the unit and repair them after damage. In addition to the insurance which the corporation must obtain, the Chargor shall insure the unit against destruction or damage by fire and other perils usually covered in fire insurance policies and against such other perils as the Chargee requires for its full replacement cost (the maximum amount for which it can be insured). The insurance company and the terms of the policy shall be reasonably satisfactory to the Chargee. This provision supersedes the provisions of paragraph 16 herein. The Chargor irrevocably authorizes the Chargee to exercise the Chargor's rights under the Act to vote, consent and dissent.
- Discharge** 23. The Chargee shall have a reasonable time after payment in full of the amounts secured by the Charge to deliver for registration a discharge or if so requested and if required by law to do so, an assignment of the Charge and all legal and other expenses for preparation, execution and registration, as applicable to such discharge or assignment shall be paid by the Chargor.
- Guarantee** 24. Each party named in the Charge as a Guarantor hereby agrees with the Chargee as follows:
- (a) In consideration of the Chargee advancing all or part of the Principal Amount to the Chargor, and in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Chargee to the Guarantor (the receipt and sufficiency whereof are hereby acknowledged), the Guarantor does hereby absolutely and unconditionally guarantee to the Chargee, and its successors, the due and punctual payment of all principal moneys, interest and other moneys owing on the security of the Charge and observance and performance of the covenants, agreements, terms and conditions herein contained by the Chargor, and the Guarantor, for himself and his successors, covenants with the Chargee that, if the Chargor shall at any time make default in the due and punctual payment of any moneys payable hereunder, the Guarantor will pay all such moneys to the Chargee without any demand being required to be made.
- (b) Although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guaranteed, as between the Guarantor and the Chargee, the Guarantor shall be considered as primarily liable therefor and it is hereby further expressly declared that no release or releases of any portion or portions of the land; no indulgence shown by the Chargee in respect of any default by the Chargor or any successor thereof which may arise under the Charge; no extension or extensions granted by the Chargee to the Chargor or any successor thereof for payment of the moneys hereby secured or for the doing, observing or performing of any covenant, agreement, term or condition herein contained to be done, observed or performed by the Chargor or any successor thereof; no variation in or departure from the provisions of the Charge; no release of the Chargor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Chargee or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before maturity of the Charge and both before and after default and judgment, until the said moneys are fully paid and satisfied.
- (c) Any payment by the Guarantor of any moneys under this guarantee shall not in any event be taken to affect



H

This is **Exhibit “H”** referred to in the  
Affidavit of Kenneth Gold  
sworn remotely before me this  
30<sup>th</sup> day of August, 2024

A handwritten signature in blue ink, appearing to read "Britton Lee".

---

A Commissioner for Taking Affidavits, etc.

ACKNOWLEDGMENT

TO: **GOLDY METALS HOLDINGS INC.**


TO: **SCHWARTZ & SCHWARTZ PROFESSIONAL CORPORATION**

RE: Goldy Metals Holdings Inc. (the "Lender" or "Chargee") mortgage loan (the "Loan") to Woodington Estates Inc. (the "Borrower"), secured by inter alia by a Charge in second position on 7110 4<sup>th</sup> Line, Tottenham, Ontario (the "Property"), and guaranteed by Joseph Chetti (the "Guarantor"), all in accordance with a commitment letter dated July 24, 2019 (the "Commitment Letter").

The Borrower/Chargor hereby acknowledges receipt of a copy of the attached set of Standard Charge Terms filed as No. 200033 prior to signing the Charge and the Chargor agrees to be bound by the provisions of the Standard Charge Terms.

DATED at Toronto the 8<sup>th</sup> day of August, 2019.

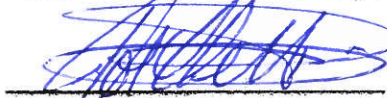
**Woodington Estates Inc.**



Name: **Joseph Chetti**

Title: **President**

I have authority to bind the corporation.



**Joseph Chetti - Guarantor**



Witness

I

This is **Exhibit "I"** referred to in the  
Affidavit of Kenneth Gold  
sworn remotely before me this  
30<sup>th</sup> day of August, 2024

A handwritten signature in blue ink, appearing to read "Brittany Lee".

---

A Commissioner for Taking Affidavits, etc.

**GUARANTEE AND POSTPONEMENT OF CLAIM**

THIS INDENTURE made in duplicate as of the 8<sup>TH</sup> day of August, 2019.

BY: **JOSEPH CHETTI**

the "Guarantor",

IN FAVOUR OF: **GOLDY METALS HOLDINGS INC.**

the "Lender".

WHEREAS the Lender issued a Commitment Letter in favour of Woodington Estates Inc. (the "Borrower") accepted July 24, 2019 (the "Commitment Letter"), respecting the provision of mortgage financing (the "Loan") of the property legally described on Schedule "A" hereto (the "Property");

AND WHEREAS pursuant to the Commitment Letter, the Borrower has given a Charge/Mortgage in favour of the Lender in the principal sum of **FIVE MILLION FIVE HUNDRED DOLLARS (\$5,500,000.00)** (the "Mortgage") and other security and assurances (collectively, the "Security Documents") respecting the Property;

AND WHEREAS, for good and valuable consideration, the Guarantor herein has agreed to guarantee the due payment and performance of the obligations of the Borrower to the Lender set out in certain security documents required by the Lender as additional security for the repayment of the Loan;

AND WHEREAS capitalized but undefined terms used herein shall have the meanings ascribed thereto in the Mortgage.

NOW THEREFORE THIS INDENTURE WITNESSETH THAT, in consideration of the Lender making the Loan and the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Lender to the Guarantor (the receipt and sufficiency of which is hereby acknowledged by the Guarantor), the Guarantor does hereby covenant and agree with the Lender, as principal debtor and not as surety and, if more than one Guarantor, on a joint and several basis, that it will pay or cause to be paid to the Lender all monies payable under or pursuant to the Mortgage and the Security Documents as and when same fall due, as well as reasonable costs, legal costs as between a solicitor and their own client, charges and expenses which may become due or payable to the Lender pursuant to the Security Documents or enforcement thereof, and that the Guarantor will well and truly observe and perform all of the covenants, terms and conditions of the Security Documents to be observed and performed by the Borrower (all of which promises to pay, observe and perform being hereinafter collectively referred to as the "Liabilities");

AND, in furtherance of the foregoing:

1. The Guarantor hereby undertakes and agrees to indemnify and hold harmless the Lender from and against any and all Liabilities, reasonable costs or expenses, including reasonable legal fees on a solicitor and client basis, which it may suffer, incur or sustain by reason of the default of the Borrower under the Mortgage and/or the Security Documents.
2. As between the Guarantor and the Lender, the Guarantor is and shall continue to be liable as a principal debtors, notwithstanding the bankruptcy of the Borrower or any act in connection with this guarantee, any agreement between the Lender and the Borrower or any security held by the Lender, whereby the Guarantor would otherwise be released or exonerated from his

obligations under this guarantee including, without limitation, the granting of time or other indulgences to the Borrower, the giving up, discharging, releasing, abandoning, modification, variation, exchange, renewal, assigning, or abstinence from perfecting or taking advantage of any security given or to be given to the Lender by the Borrower or the Guarantor, in whole or in part, the discharge of any part or parts of or acceptance of any composition or arrangement or realization upon any security given or to be given to the Lender by the Borrower or the Guarantor, or any neglect or omission with respect to any security given to the Lender by the Borrower or the Guarantor. No release of the Borrower or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Lender or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before maturity of the Mortgage and both before and after default and judgment, until the Liabilities are fully paid and satisfied.

3. The Guarantor shall continue to remain liable on this guarantee notwithstanding:
  - (i) Any extension of time or extensions of time from time to time which may be given by the Lender to the Borrower for payment, observance, performance or fulfilment of any liabilities, indebtedness, agreements or obligations hereby guaranteed and the Guarantor hereby covenant and agree with the Lender that payment shall be made in accordance with such extension or extensions of time and that if payments are not made in accordance with such extension or extensions of time the Guarantor shall make or cause to be made the payments in accordance with such extension of time;
  - (ii) Realization of any securities now or hereafter held by the Lender; and
  - (iii) Doing or omitting to do any other act, matter or thing whatsoever with relation to the Liabilities hereby guaranteed or any security or securities now or hereafter held in respect thereof or any part of same.

The Liabilities of the Guarantor shall continue and be binding on the Guarantor, and as well after as before default and after as before maturity of the Mortgage, until the Liabilities are fully paid and satisfied.

4. Any account settled or stated by or between the Lender and the Borrower or admitted by or on behalf of the Borrower may be adduced by the Lender and shall in that case be accepted by the Guarantor as prima facie evidence subject to manifest error that the balance or amount thereof thereby appearing is due by the Borrower to the Lender.
5. The Guarantor will not at any time claim to be subrogated in any manner to the position of the Lender and will not claim the benefit of any security at any time held by the Lender unless the liabilities have been paid to the Lender by the Guarantor or any of them.
6. The Lender shall not be bound to exhaust its recourses against the Borrower before requiring payment from the Guarantor and the Lender may enforce all available remedies and realize upon securities held or any part thereof in the order that it may determine.
7. Any change or changes in the name of the Borrower shall not affect or in any way limit or lessen the liability of the Guarantor hereunder.

8. The Guarantor agree that:
- a. The covenants of the Guarantor hereunder shall continue for the full term of the Mortgage including any renewal thereof, unless a release in writing has been executed by the Lender and shall be binding upon the successors and permitted assigns of the Guarantor;
  - b. It is the intention of the parties that if for any reason the Borrower has no legal existence and is or becomes under no legal obligation to discharge the monies secured by the Mortgage or if any monies owing by the Borrower to the Lender become irrecoverable from the Borrower by operation of law or for any reason whatsoever, this covenant and the covenants, agreements and obligations of the Guarantor contained herein shall nevertheless be binding upon the Guarantor as principal debtor until such time as the Indebtedness owing by the Borrower to the Lender have been paid in full and the liabilities secured by the Mortgage have been discharged.
  - c. This covenant shall be in addition to and not in substitution for any other guarantees or other securities which the Lender may now or hereafter hold in respect of the monies secured by the Mortgage and the Lender shall be under no obligation to marshal in favour of the Guarantor any other covenants or other securities or any monies or other assets which the Lender may be entitled to receive or may have a claim upon; and no loss of or in respect of or unenforceability of any other covenants or other securities which the Lender may now or hereafter hold in respect of the monies secured by the Mortgage and the Security Documents whether occasioned by the fault of the Lender or otherwise shall in any way limit or lessen the Guarantor' liability;
  - d. The Guarantor agree that the Lender shall not be obliged to make any demand upon, or take any proceedings, or action against the Borrower or any other person before pursuing its rights against the Guarantor pursuant hereto. In the event that Lender in their absolute discretion makes demand upon the Guarantor, the Guarantor shall be held and be bound to the Lender directly as principal debtor in respect of the payment of the amounts hereby guaranteed; and
  - e. The Guarantor shall not raise, in any proceedings concerning the enforcement of the Security Documents or this Guarantee, any defences relating to any alleged invalidity or unenforceability of any of the Security Documents, or any of the provisions thereof. This provision may be pleaded by the Lender as an estoppel in any such proceedings.
9. Should the Lender receive from the Guarantor a payment or payments in full or on account of its liability under this guarantee, the Guarantor shall not be entitled to claim repayment against the Borrower or the Borrower's estate until the liabilities have been paid in full and in case of the liquidation, winding up or bankruptcy of the Borrower (whether voluntary or compulsory) or if the Borrower makes a bulk sale of any of its assets within the provisions of any Bulk Sales Act or any composition with creditors or scheme of arrangements, the Lender shall have the right to rank for its full liabilities and receive all dividends or other payments in respect thereof until its liabilities has been paid in full, and the Guarantor shall continue liable up to the amount guaranteed (less any payments made by the Guarantor) for any balance of the liabilities unpaid and which may be owing to the Lender, such valuation and/or

retention shall not, as between the Lender and the Guarantor, be considered as a purchase of such security or as payment or satisfaction or reduction of the Borrower's liability to the Lender or any part thereof.

10. The Guarantor shall make payments to the Lender of the amount of the Liabilities forthwith after demand therefor made in writing, and such demand shall be deemed to have been effectually made when an envelope containing it addressed to the Guarantor at the last address of any of the Guarantor known to the Lender is sent by registered mail and the liability of the Guarantor shall bear interest at the same rate.
11. Intentionally deleted.
12. The Guarantor hereby represents and warrants that: (a) it is in the Guarantor' direct interest to assist the Borrower in procuring credit, because the Guarantor is an affiliate of the Borrower, furnishes goods or services to the Borrower, purchases or acquires goods or services from the Borrower, and/or otherwise has a direct or indirect corporate or business relationship with the Borrower; (b) this Guarantee has been duly and validly authorized, executed and delivered and constitutes the binding obligation of the Guarantor, enforceable in accordance with its terms; and (c) the execution and delivery of this Guarantee does not violate or constitute a default under any order, judgment, decree, instrument or agreement to which the Guarantor is a party or by which it or its property are affected or bound. No action or proceeding brought or instituted under this guarantee and no recovery in pursuance thereof shall be a bar or defence to any further action or proceeding which may be brought under this guarantee by reason of any further default or defaults hereunder and/or in payment of the debts and liabilities of the Borrower referred to herein.
13. There are no representations, collateral agreements or conditions with respect to this instrument or affecting the liability of the Guarantor hereunder, other than as contained herein and no modification of this guarantee shall be effective unless the same be in writing and signed by the Guarantor and by the Lender.
14. All indebtedness and liability, present and future, of the Borrower to the Guarantor are hereby assigned to the Lender and postponed to the repayment of the Mortgage and all monies received by the Guarantor in respect thereof shall be received in trust for the Lender, the whole without limiting or lessening the liabilities of the Guarantor under this guarantee and this assignment and postponement is independent of the said guarantee and shall remain in full effect until repayment in full to the Lender of the Mortgage notwithstanding that the liabilities of the Guarantor under the said guarantee may have been discharged or terminated, the Guarantor acknowledges the assignment to the Lender as set forth herein shall not impose upon the Lender any obligation to do anything to realize on the assigned debts and claims or to ensure that those debts or claims do not become statute barred by the operation of law relating to limitation of actions or otherwise.
15. The Guarantor's guarantee hereunder shall be on a joint and several basis with the Borrower and any other Guarantor of the Liabilities not named herein, if any.
16. This Guarantee shall be read and construed with all changes of gender and number of the party or parties referred to in each case as required by the context. This Guarantee shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the parties hereto hereby attorn to the jurisdiction of the Province of Ontario.

17. The Guarantor acknowledges receipt of this Guarantee, the Commitment Letter, the Mortgage, the Standard Charge Terms and all other Security Documents.

This Guarantee, together with all rights, entitlements, duties and obligations arising from the same, shall extend to, be binding upon and ensure to the benefit of the parties hereto and their respective heirs, legal personal representatives, successors and assigns.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee.

WITNESS:

Thomas Deppa )  
Name: (print) ) Joseph Chetti

**SCHEDULE "A"**  
**LEGAL DESCRIPTION OF PROPERTIES**

**7110 4th Line, Tottenham, Ontario**

PT LTS 1, 2 & 3 CON 4 AS IN RO1284373 EXCEPT PT 1 51R31629 TECUMSETH; S/T RO318906;  
NEW TECUMSETH  
PIN # 58170-0498 (LT)

J

This is **Exhibit “J”** referred to in the  
Affidavit of Kenneth Gold  
sworn remotely before me this  
30<sup>th</sup> day of August, 2024

A handwritten signature in blue ink, appearing to read "Britta Lee".

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A Commissioner for Taking Affidavits, etc.



258 Wilson Avenue  
Toronto, Ontario  
M3H 1S6  
Telephone: (416) 636-1949  
Facsimile: (416) 636-3431  
[jeffrey@schwartzandschwartz.ca](mailto:jeffrey@schwartzandschwartz.ca)

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SAUL SCHWARTZ (1924-2015)  
JEFFREY J. SCHWARTZ  
DAVID E. KELMAN  
LAWRENCE B. GOLDAPPLE, COUNSEL

June 27, 2023

Woodington Estates Inc.  
7110 4<sup>th</sup> Line,  
Tottenham, Ontario  
LOG 1W0

Attention: Joseph Chetti

Dear Sir:

**Re Goldy Metals Holdings Inc.  
2<sup>nd</sup> mortgage on 7110 4<sup>th</sup> Line, Tottenham (the "Property")  
Our File No.: 19770-15**

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As you know, we are the solicitors for Goldy Metals Holdings Inc., for the 2<sup>nd</sup> mortgagee. This loan has matured on August 12, 2020 and our lender has instructed us to write to you to advise that they will not be renewing or extending the term and expect payout in full on August 12<sup>th</sup>, 2023.

At this time, we are enclosing:

1. Discharge Statement signed by the lender;
2. Our Statement of Legal Account.

We are holding signed paperwork to register the required discharge both of the mortgage security and the notices filed under the PPSA.

We will be ready to proceed in completing the discharge upon receipt of funds as noted in the attached, on or before the maturity date.

Yours very truly,

**SCHWARTZ & SCHWARTZ  
PROFESSIONAL CORPORATION**

Jeffrey J. Schwartz  
JJS:ss

cc: Joseph Chetti  
156 Capner Court,  
Kleinburg, Ontario L0J 1C0

cc: Thomas Sheppard

**MORTGAGE DISCHARGE STATEMENT**

**GOLDY METALS HOLDINGS INC.**  
2<sup>nd</sup> mortgage loan to  
**WOODINGTON ESTATES INC.**  
on 7110 4th Line, Tottenham, Ontario

As of August 12, 2023

File 19770-15

Principal balance **\$5,500,000.00**  
Interest Adjustment from July 12<sup>th</sup> to August 12<sup>th</sup>, 2023 **\$53,040.96**

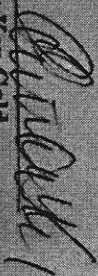
Total due and Payable to Goldy Metals Holdings Inc. \* **\$5,553,040.96**  
Per Diem \$1,657.53 from 1 PM on August 12<sup>th</sup>, 2023

*NB\*\* This statement is valid and based on the interest payment due July 12, 2023, being honored.*

*Note: If required, you are hereby authorized and directed that amounts due in accordance with this statement, may be paid to our solicitors, SCHWARTZ & SCHWARTZ, IN TRUST, so long as such funds are wired or direct deposited by certified lawyer's trust cheque together with an additional \$100.00 + HST for lawyer accounting fees for banking and certification.*

DATED the 24 day of June, 2023.

Goldy Metals Holdings Inc.

Per:   
Name: Ken Gold  
Title: President  
I have authority to bind the Corporation

E & O E

**LEGAL FEES STATEMENT**

**GOLDY METALS HOLDINGS INC.  
 2<sup>nd</sup> mortgage loan to  
 WOODINGTON ESTATES INC.  
 on 7110 4th Line, Tottenham, Ontario**

**As of August 12<sup>th</sup>, 2023**

File 19770-15

Our HST Registration No. R85682 9965 RT0001

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Discharge preparation, attendance and execution fee	T\$350.00
Preparation of Statement	T\$350.00
Paid registration of E-Reg Discharge	\$82.00
HST on items marked 'T'	<u>\$91.00</u>
<b>TOTAL FEE PAYABLE TO SCHWARTZ &amp; SCHWARTZ</b>	<b><u><u>\$873.00</u></u></b>

**Note: If the payment of discharge funds are wired or direct deposited by certified lawyer's trust cheque add \$100.00 + HST for additional accounting fees for banking and certification.**

E. & O.E.

**K**

This is **Exhibit “K”** referred to in the  
Affidavit of Kenneth Gold  
sworn remotely before me this  
30<sup>th</sup> day of August, 2024

A handwritten signature in blue ink, appearing to read "Brittany Lee".

---

A Commissioner for Taking Affidavits, etc.

TO: the parties shown on Schedule "A"

**NOTICE OF SALE UNDER MORTGAGE**

TAKE NOTICE that default has been made in payment of moneys due under a certain mortgage registered on the 12<sup>th</sup> day of August, 2019, in the Land Registry Office for the Land Titles Division of Simcoe County (51), as Instrument No. SC1615589

**BETWEEN:**

**WOODINGTON ESTATES INC.**

MORTGAGOR

and

**JOSEPH CHETTI**

GUARANTOR

and

**GOLDY METALS HOLDINGS INC.**

MORTGAGEE

on the security of those lands and premises described as PT LTS 1, 2 & 3 CON 4 AS IN RO1284373 EXCEPT PT 1 51R31629 TECUMSETH; S/T RO318906; NEW TECUMSETH being all of PIN # 58170-0498 (LT)

AND we hereby give you notice that the amount now due on the mortgage for principal money, interest, taxes, insurance premiums, common expenses, prior mortgage arrears and costs, respectively, are made up as follows:

Principal	\$5,500,000.00
Interest from June 12, 2023 to August 9 <sup>th</sup> 2023	\$97,794.52
Late Payment Fee	\$350.00
Bankruptcy & Insolvency Notice	\$565.00
Costs (such costs being for the preparation and service of this notice and inclusive of HST)	\$2,942.57
<b>TOTAL</b>	<b><u>\$5,601,652.09</u></b>

AND unless the said sums are paid on or before the 18<sup>th</sup> day of September, 2023, we shall sell the property covered by the said mortgage under the provisions contained in it.

This notice is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

DATED AT Toronto the 9<sup>th</sup> day of August, 2023.

**GOLDY METALS HOLDINGS INC.**

**by their Solicitors**

**SCHWARTZ & SCHWARTZ**

Professional Corporation

258 Wilson Avenue

Toronto, Ontario

M3H 1S6

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

Jeffrey Joel Schwartz

## Schedule "A"

TO:	<b>WOODINGTON ESTATES INC.</b> 156 Capner Court Kleinberg, Ontario L0J 1C0
AND TO:	<b>WOODINGTON ESTATES INC.</b> 7110 4 <sup>th</sup> Line Tottenham, Ontario L0G 1W0
AND TO:	<b>JOSEPH CHETTI</b> 156 Capner Court Kleinberg, Ontario L0J 1C0
AND TO:	<b>MELVYN EISEN</b> 70 Bond Street Suite 200 Toronto, Ontario M5B 1X3
AND TO:	<b>WINDSOR II LIMITED PARTNERSHIP</b> 28 Hazelton Avenue Suite 200 Toronto, Ontario M5R 2E2

**L**

This is **Exhibit “L”** referred to in the  
Affidavit of Kenneth Gold  
sworn remotely before me this  
30<sup>th</sup> day of August, 2024

A handwritten signature in blue ink, appearing to read "Brittany Lee".

---

A Commissioner for Taking Affidavits, etc.

**From:** [Tom Sheppard](#)  
**To:** [Jeffrey Schwartz](#); [Heather Monteiro](#)  
**Cc:** [Joe Chetti](#)  
**Subject:** RE: Goldy Metals 2nd mortgage to Woodington Estates  
**Date:** Wednesday, August 30, 2023 11:08:38 AM

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I have met with my client this morning to review your letter and he has instructed me to advise you that he/it accepts your terms and will deliver the cheques for July , August, September and October to your office today together with a cheque for \$ 700 for late payments and a cheque for your fees of \$ 3507.57. Please confirm this arrangement back to me for my records once you receive to cheques.

Thomas M. Sheppard  
Sheppard Brown  
Barristers & Solicitors  
[Practicing in Association]  
488 Huron Street  
Toronto, Ontario M5R 2R3  
Canada  
Telephone: (416) 966-6885  
Facsimile: (416) 966-6837  
E-Mail: [tsheppard@ssbrlaw.com](mailto:tsheppard@ssbrlaw.com)

\*\*\*\*\*

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**From:** Jeffrey Schwartz <[jeffrey@schwartzandschwartz.ca](mailto:jeffrey@schwartzandschwartz.ca)>  
**Sent:** Thursday, August 24, 2023 10:24 AM  
**To:** Heather Monteiro <[hmonteiro@ssbrlaw.com](mailto:hmonteiro@ssbrlaw.com)>; Tom Sheppard <[tsheppard@ssbrlaw.com](mailto:tsheppard@ssbrlaw.com)>  
**Subject:** RE: Goldy Metals 2nd mortgage to Woodington Estates

Tom, I am overseas. Ken Gold contacted me to be in touch with you before I leave tomorrow for a cruise where I will not have availability from tomorrow thru the whole of next week. I am sending this remotely. This email is a result of a number of discussion exchanges with Ken. Your client should be made aware that the terms below were reviewed and approved by Mr Gold.

If you are not acting for either Mr Chetti or the borrower, please advise immediately so we can formally communicate with him directly.

The borrower failed to make a payment due July 12 and despite demand and advice that the loan was in arrears, matured and due, the borrower failed to deal with any one of the defaults. Notice of

Sale was sent out and expires mid-September.

Mr Chetti contacted Mr Gold, in the last couple of days and advised he would provide cheques for interest due for July and August 12 respectively. Mr Gold has instructed me to outline the terms accepting the cheques. These terms are without prejudice pending your acknowledgment, on behalf of the borrower and guarantor, that the terms are agreed to:

1. The payments for interest up to August 12 are without prejudice to the enforcement under the Notice of Sale – the notice is to be deemed valid and extant, subject only to the forbearance terms outlined herein;
2. In addition to the outstanding interest due up to August 12, your client will provide 2 additional post-dated cheques for interest due September 12 and October 12;
3. Your client will provide, with the payment noted in 1., an additional \$700.00 for late payments;
4. Your client will, with the payment of item 1. And 3., provide our office with a cheque for \$3,507.57 for our costs up to and including the issuance of the Notice of Sale;
5. Your client will pay, on the payout of the mortgage, an additional 2% fee, deemed earned and owing;
6. The payments to the lender of the interest and late payment fees, delivery of the 2 pd cheques and payment of our legals is to be made on or before September 1<sup>st</sup>. In consideration, the Lender agrees to forbear further steps in the enforcement until after October 31, 2023 (the “Forbearance Date”). If payout does not occur on or before the Forbearance Date, the lender shall be entitled to continue with the exercise of its power of sale and take any further and additional steps its deems appropriate to recover its loan.
7. An amended Discharge Statement and Legal Account will be provided at least 5 days prior to the Forbearance Date. Our legal account will include our additional time for matters relating to dealing with this forbearance arrangement

Please acknowledge receipt and before your 5PM today that the terms and conditions are accepted by your clients. I will be essentially off line from then which is midnight for me.

Jeffrey J. Schwartz  
Schwartz & Schwartz  
Professional Corporation  
258 Wilson Avenue  
Toronto, Ontario  
M3H 1S6  
PH: 416-636-1949  
FX: 416-636-3431

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THIS COMMUNICATION IS SOLICITOR/CLIENT PRIVILEGED AND CONTAINS CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE PERSONS TO WHOM IT IS ADDRESSED. ANY OTHER DISTRIBUTION, COPYING OR DISCLOSURE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE NOTIFY US IMMEDIATELY AND DELETE THIS MESSAGE WITHOUT

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**M**

This is **Exhibit “M”** referred to in the  
Affidavit of Kenneth Gold  
sworn remotely before me this  
30<sup>th</sup> day of August, 2024

A handwritten signature in blue ink, appearing to read "Britta Lee".

---

A Commissioner for Taking Affidavits, etc.

Ministry of Public and  
Business Service Delivery

## Profile Report

1000682864 ONTARIO INC. as of August 26, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	1000682864 ONTARIO INC.
Ontario Corporation Number (OCN)	1000682864
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	October 17, 2023
Registered or Head Office Address	156 Capner Court, Kleinburg, Ontario, L0J 1C0, Canada

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

A handwritten signature in black ink, appearing to read "V. Quintanilla W.".

Director/Registrar

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

## Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	JOSEPH CHETTI
Address for Service	156 Capner Court, Kleinburg, Ontario, L0J 1C0, Canada
Resident Canadian	Yes
Date Began	October 17, 2023

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

*V. Quintanilla W.*

Director/Registrar

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

**Active Officer(s)**

There are no active Officers currently on file for this corporation.

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

*V. Quintanilla W.*

Director/Registrar

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

**Corporate Name History**

**Name**

1000682864 ONTARIO INC.

**Effective Date**

October 17, 2023

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

*V. Quintanilla W.*

Director/Registrar

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

**Active Business Names**

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

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

*V. Quintanilla W.*

Director/Registrar

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

**Expired or Cancelled Business Names**

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

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

*V. Quintanilla W.*

Director/Registrar

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

## Document List

## Filing Name

BCA - Articles of Incorporation

## Effective Date

October 17, 2023

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

*V. Quintanilla W.*

Director/Registrar

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**N**

This is **Exhibit "N"** referred to in the  
Affidavit of Kenneth Gold  
sworn remotely before me this  
30<sup>th</sup> day of August, 2024

A handwritten signature in blue ink, appearing to read "Britta Lee".

---

A Commissioner for Taking Affidavits, etc.

# Agreement of Purchase and Sale Commercial

## Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 3 day of January, 2023

**BUYER:** 1000682864 ONTARIO INC. IN TRUST, agrees to purchase from  
(Full legal names of all Buyers)

**SELLER:** Goldy Metals Holdings Inc Under Pos, the following  
(Full legal names of all Sellers)

**REAL PROPERTY:**

Address 7110 4th Line N

fronting on the NORTH side of 4TH LINE

in the Town of New Tecumseth

and having a frontage of 0.00 more or less by a depth of 447.48 more or less

and legally described as  
CON 4 PT LOTS 12+3RP 51R235 PART 51 TO 3RP51R2531 PART 1651 R9747 PT151R13112PT2

(Legal description of land including easements not described elsewhere)

**PURCHASE PRICE:**

Dollars (CDN\$) \$21,250,000.00 ~~\$22,000,000.00~~ 20,000,000.00

Twenty Million ~~Two~~ Million Two Hundred + Fifty Dollars  
Thousand

**DEPOSIT:** Buyer submits upon acceptance  
(Herewith/Upon Acceptance/as otherwise described in this Agreement)  
One Million Two Hundred Fifty Thousand Dollars (CDN\$) 1,250,000.00

by negotiable cheque payable to.. SUTTON GROUP ADMIRAL REALTY INC., BROKERAGE "Deposit Holder"  
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

**Buyer agrees to pay the balance as more particularly set out in Schedule A attached.**

**SCHEDULE(S) A** A1 + R attached hereto form(s) part of this Agreement.

**1. IRREVOCABILITY:** This offer shall be irrevocable by Buyer until 6:00 on  
(Seller/Buyer) (a.m./p.m.)  
the 6TH day of January, 2024, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

**2. COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 15 day of January, 2024. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

**INITIALS OF BUYER(S):**

**INITIALS OF SELLER(S):**

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **The Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the Buyer (multiple representation) or where the Buyer or the Seller is a self-represented party.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: 416-739-9367  
(For delivery of Documents to Seller)

FAX No.: 416-739-9367  
(For delivery of Documents to Buyer)

Email Address: bKerbel@rogers.com  
(For delivery of Documents to Seller)

Email Address: bKerbel@rogers.com  
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:** AS IS BASIS

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:** AS IS BASIS

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

AS IS BASIS

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 12<sup>th</sup> day of JANUARY, 2024 (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there

are no outstanding work orders or deficiency notices affecting the property, that its present use (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;  
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the *Canadian Payments Act (R.S.C., 1985, c. C-21)*, as amended from time to time.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein. SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) [Signature] (Buyer/Authorized Signing Officer) [Signature] (Seal) (Date) JAN 03/2024

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer. SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) [Signature] (Seller/Authorized Signing Officer) [Signature] (Seal) (Date) Jan 6, 2024

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 5:50 (a.m./p.m.) this 6th day of January, 2024

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S) Listing Brokerage SUTTON GROUP ADMIRAL REALTY INC. 416-739-7200 OFFICE BARRY KERBEL (tel.No.) CELL 416-996-5900 (Salesperson/Broker/Broker of Record Name) Co-op/Buyer Brokerage SUTTON GROUP ADMIRAL REALTY INC. 416-739-7200 OFFICE BARRY KERBEL (tel.No.) CELL 416-996-5900 (Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

[Signature] (Seller) (Date) Jan 6, 2024

(Seller) (Date) Address for Service

(tel. No.) Seller's Lawyer JEFFREY JOEL SCHARTZ

Address 258 WILSON AVENUE, TORONTO

Email (Tel. No.) (Fax No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) (Date)

(Buyer) (Date) Address for Service

(tel. No.) Buyer's Lawyer DAVID M. POMER

Address 4000 STEELES AVE WEST, WOODBRIDGE

Email david.pomer@pomerandpoccia.com 416-213-7450 ext 2301 905-850-8086 (Tel. No.) (Fax No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale: In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by: [Signature] (Authorized to bind the Listing Brokerage) [Signature] (Authorized to bind the Co-operating Brokerage)

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This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER:** 1000682864 ONTARIO INC IN TRUST, and

**SELLER:** GOLDY METALS HOLDINGS INC, UNDER POWER OF SALE

for the purchase and sale of 7110 4th LINE, TOWN OF TOTTENHAM, ONTARIO.

dated the 3rd day of JANUARY, 2024

Buyer agrees to pay the balance as follows:

THE BUYER AGREES TO PAY THE BALANCE OF THE PURCHASE PRICE, SUBJECT TO ADJUSTMENTS, TO THE SELLER ON COMPLETION OF THIS TRANSACTION, WITH FUNDS DRAWN ON A LAWYER'S TRUST ACCOUNT IN THE FORM OF A BANK DRAFT, CERTIFIED CHEQUE OR WIRE TRANSFER USING THE LYNX HIGH VALUE PAYMENT SYSTEM AS SET OUT AND PRESCRIBED BY THE CANADIAN PAYMENTS ACT (R.S.C., 1985, c. C-21) AS AMENDED FROM TIME TO TIME.

~~THE SELLER AGREES TO DISCHARGE ANY MORTGAGES OR LIENS OR OTHER ENCUMBRANCES REGISTERED AGAINST THE PROPERTY ON OR BEFORE CLOSING AT HIS OWN EXPENSE EITHER FROM THE PROCEEDS OF THE SALE OR BY SOLICITOR'S UNDERTAKING.~~

BUYER ACKNOWLEDGES THAT THE BUYER IS PURCHASING THE PROPERTY ON AS IS - WHERE IS BASIS. No Warranty or Bill of Sale or Representation regarding ownership or rights to any chattels, equipment, leaseholds, will be given

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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## SCHEDULE "B"

1. The Purchaser acknowledges that the Vendor are selling the lands and premises to the Purchaser in exercise of the Power of Sale provisions contained in a mortgage the Vendor holds on the property. The Purchaser agrees to accept title pursuant to the rights of the Vendor under their mortgage and in accordance with Section III of The Mortgages Act, S.O., 1990.

2. The Vendor represents herein that there is a default under the terms of their mortgage as of the date hereof which default entitles the Vendor to exercise their rights of power of sale. The only evidence of default which the Vendor will supply and which the Purchaser is entitled to shall be a Statutory Declaration of the Vendor in compliance with Section III of The Mortgages Act, S.O., 1990, which sets forth the basis upon which the Vendor are entitled to sell under power of sale, the names of persons upon whom the Notice of Sale has been served and the Declaration that default under the mortgage entitling the Vendor to exercise power of sale has continued up to and including the date of acceptance of this Offer to Purchase. In the event that the subject lands and premises are registered in a jurisdiction that provides for electronic registration ("Teraview"), then the Vendor shall only be obliged to produce an E-Reg Transfer of Land under Power of Sale that complies with the requirements of Teraview and Purchaser shall accept same in full satisfaction of evidence of compliance.

3. The Purchaser shall purchase the property as it exists at the present time without representation, warranty or condition with respect to the fitness, condition, zoning or lawful use of the property. The Vendor makes no representation or warranty with respect to any defects in workmanship, state of repair, location of structures, walls, retaining walls or fences (free standing or otherwise). The Vendor shall have no responsibility whatsoever to remedy any defect, comply with any work orders, or complete any unfinished work. The Purchaser acknowledges that they have relied entirely on their own inspections and investigations with respect to the quantity, quality and value of the property. The Vendor shall not be required to discharge any mortgages, liens or encumbrances registered subsequent to the Charge/Mortgage of Land under which the Power of Sale is being exercised.

4. The Purchaser agrees to accept the property regardless of any order affecting the property regarding its conditional use (including deficiency or other notices, work or other orders) as well as any registered restriction agreements or covenants which run with the land. Without limiting the generality of the foregoing the Purchaser agrees to accept any minor easements in favour of Bell Canada, Public Utility and further agrees to accept any standard municipal, regional or federal land use or subdivision or other agreements, with, registered on title to the property providing such have been complied with, or providing security has already been posted (but not by the Vendor) to ensure compliance and completion, as evidenced by a letter from the relevant Municipality or Utility.

5. In the event any issue is raised with respect to the exercise of the power of sale by the Vendor, the Vendor may at their option extend the closing date for a period or periods of time not exceeding 60 days in total. If the Vendor are unable to resolve any such issue by the expiry of the extension period or periods the Vendor at their sole option may terminate this agreement.

6. Notwithstanding any other clauses set out in this Agreement, the purchase price herein shall not include any chattels. The Vendor agrees to sell only such interest as they may have in the fixtures and chattels if referred to in the Agreement of Purchase and Sale and does not guarantee title to the chattels nor do they warrant the condition or state of repair of the chattels. The Vendor shall deliver possession of the said fixtures and chattels found on the property on closing without warranty or title documentation and shall make not further adjustments in the purchase price with respect thereto.



7. The Vendor covenants that they have done no act to encumber the property as at the date hereof and the Vendor covenants that they shall do no act to encumber the property from the date of acceptance hereof to the date of closing. The Vendor shall not sell or dispose of the property between the date hereof and the date of closing. The Vendor shall not be required to furnish or produce any abstract, deed, declaration or other document or evidence of the title except those in their possession.

8. Where a Court of competent jurisdiction prevents the completion of the within sale by an interim, interlocutory, permanent injunction or otherwise, then the Vendor (mortgagee) is not obligated to complete the said transaction and the agreement is to be terminated as being null and void and the deposit shall be returned to the Purchaser without interest or deduction. In no event shall the Vendor be responsible for any costs, expenses, loss or damages incurred or suffered by the Purchaser and in any way related to this agreement.

9. In the event the Purchaser requires vacant possession of the property and such vacant possession cannot be provided by the closing date, the Vendor may at their sole option extend the closing date for any period or periods not exceeding in total 60 days. If the Vendor are unable to provide vacant possession by the expiry of the extension period or periods, the Purchaser may accept the property with the existing occupants or tenants or terminate the agreement without penalty.

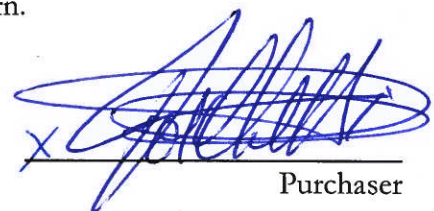
10. Where the Purchaser agrees to or is required to assume existing tenancies, the Vendor shall provide to the Purchaser on closing any documentation relating to those tenancies which they have in their possession. The Vendor shall not be required to provide any documentation signed by the tenants confirming the status of the tenancies. The Vendor shall further not be obliged to credit on closing any current or pre-paid rental, other adjustments in favour of the Purchaser other than for rent actually received by the Vendor.

11. Notwithstanding any other clauses in this agreement, the Vendor has no knowledge and makes not representation whatsoever as to whether the property has been insulated with Urea Formaldehyde Foam Insulation.

12. The Vendor shall not supply any Warranty, Statutory Declaration or Certificate with respect to the subject property's status as a used residential property or as to whether this transaction is an exempt supply in accordance with the provisions of the Excise Tax Act (Part VII)(H.S.T.).

13. Notwithstanding any statement to the contrary contained in the Agreement of Purchase and Sale, the Vendor shall not be obliged to obtain or provide any Survey of the subject property save as may actually be in the possession of the Vendor.

14. Where the provisions of this Schedule conflict with any terms in the Agreement of Purchase and Sale, the parties agree that the provisions of this schedule shall govern.

 x  
Purchaser

\_\_\_\_\_  
Purchaser



**Form 540**

for use in the Province of Ontario

**This is an Exclusive Buyer Representation Agreement**

**BETWEEN:**

**BROKERAGE:** SUTTON GROUP ADMIRAL REALTY INC. (the "Brokerage"),

**ADDRESS:** 1881 STEELES AVE, WEST, TORONTO, ONTARIO  
M3x 5y4 Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

**AND**

**BUYER:** 1000682864 ONTARIO INC. IN TRUST (the "Buyer"),

**ADDRESS:** \_\_\_\_\_

**DESIGNATED REPRESENTATIVE(S):** BARRY KERBEL / SUTTON GROUP ADMIRAL REALTY  
INC. 416-739-7200 cell 416-996-5900  
(Name of Salesperson/Broker/Broker of Record)

This Buyer Representation Agreement is a designated representation agreement where the Brokerage has designated Salesperson/Broker/Broker of Record as the Designated Representative(s) and all parties understand it is the Designated Representative(s) who will be providing services and representation to the Buyer, and the Brokerage provides services but not representation.

The Buyer hereby gives the Brokerage the **exclusive and irrevocable authority** to act as the Buyer's agent

commencing at 9:00 on the 2nd day of JANUARY, 202024,  
(a.m./p.m.)

and expiring at 11:59 p.m. on the 31<sup>st</sup> day of JANUARY, 2024 (Expiry Date)

{ Buyer acknowledges that the time period for this Agreement is negotiable between the Buyer and the Brokerage, however, in accordance with the Trust in Real Estate Services Act, 2002 (TRESA), the Brokerage must obtain the Buyer's initials. }

  
(Buyer's Initials)

for the purpose of locating a real property meeting the following general description:

Property Type (Use): C.O.L.E. COURSE

Geographic Location: \_\_\_\_\_

The Buyer hereby warrants that the Buyer is not a party to a representation agreement with any other registered real estate brokerage for the purchase of a real property of the general description indicated above.

  
(Buyer's Initials)

**1. DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Agreement ("Mandate"):

"Buyer" includes purchaser and a "seller" includes a vendor or a prospective seller or vendor. A "real property" includes real estate as defined in the Trust in Real Estate Services Act (2002). "Self-represented assistance" shall mean assistance provided to a self-represented party. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or an agreement to purchase or transfer shares or assets. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For the purposes of this Agreement, the definition of "Buyer" in the phrase "any property of interest to the Buyer that came to the Buyer's attention from any source whatsoever" shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shows the property. "Public Marketing" shall have the same meaning as set out in REALTOR® Cooperation Policy as published by the Canadian Real Estate Association.

**2. SERVICES PROVIDED BY THE BROKERAGE:** It is understood that the Brokerage may assist the Buyer with any or all of the following services, and any other services, as agreed to between the Buyer and the Brokerage:

- to identify the needs of the Buyer.
- to locate available properties that may meet the Buyer's needs.
- to assist the Buyer in negotiations for the purchase of any property of interest to the Buyer (subject to the special provisions for Multiple Representation described below).
- Other: (Attach Schedule if additional space is required)

**INITIALS OF BROKERAGE:** 

**INITIALS OF BUYER(S):** 

- 3. RESPONSIBILITIES OF THE BUYER:** In consideration of the Brokerage undertaking to assist the Buyer, the Buyer agrees to:
- co-operate with the Brokerage with respect to the Brokerage providing any or all of the services described above, as agreed to between the Buyer and the Brokerage.
  - work exclusively with the Brokerage for the purchase of a real property that meets the Buyer's needs.
  - advise the Brokerage immediately of any property of interest to the Buyer that came to the Buyer's attention from any source whatsoever during the currency of this Agreement.
  - submit through the Brokerage all offers by the Buyer during the currency of this Agreement to purchase a real property of the general description indicated above.
  - submit through the Brokerage all offers by the Buyer within ..... days after expiration of this Agreement for the purchase of any property that came to the Buyer's attention from any source whatsoever during the currency of this Agreement.

The Buyer agrees the Brokerage is entitled to be paid a commission of .....

The Buyer authorizes the Brokerage to receive payment of commission from the seller of the property or the seller's agent. Should the Brokerage be unable to obtain an agreement in writing from the seller or the seller's agent to pay the full commission described above, the Buyer will be so informed in writing prior to submitting an offer to purchase and the Buyer will pay the commission for the transaction, or any deficiency in the amount of commission described above, directly to the Brokerage.

The Buyer agrees to pay such commission as described above even if a transaction contemplated by an agreement to purchase agreed to or accepted by the Buyer or anyone on the Buyer's behalf is not completed, if such non-completion is owing or attributable to the Buyer's default or neglect. The Buyer understands that a failure to negotiate and submit offers through the Brokerage as described herein will make the Buyer liable for payment of commission to the Brokerage. The payment of commission by the seller to the Brokerage will not make the Brokerage the agent for the seller. All amounts set out as commission are to be paid plus applicable taxes on such commission.

- 4. REPRESENTATION:** The Buyer acknowledges that the Brokerage has provided the Buyer with written information explaining agency relationships, including information on Seller Representation, Sub-Agency, Buyer Representation, Multiple Representation and Self-Represented Party assistance. The Brokerage shall assist the Buyer in locating a real property of the general description indicated above and shall represent the Buyer in an endeavour to procure the acceptance of an agreement to purchase such a property.

The Buyer acknowledges that the Buyer may not be shown or offered all properties that may be of interest to the Buyer.

The Buyer hereby agrees that the terms of any buyer's offer or agreement to purchase the property will not be disclosed to any other buyer. The Buyer further acknowledges that the Brokerage may be entering into buyer representation agreements with other buyers who may be interested in the same or similar properties that the Buyer may be interested in buying and the Buyer hereby consents to the Brokerage entering into buyer representation agreements with other buyers who may be interested in the same or similar properties without any claim by the Buyer of conflict of interest. The Buyer hereby appoints the Brokerage as agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase a property negotiated by the Brokerage.

**MULTIPLE REPRESENTATION:** The Buyer hereby acknowledges that the Brokerage may be entering into listing agreements with sellers of properties the Buyer may be interested in buying. In the event that the Brokerage has entered into or enters into a listing agreement with the seller of a property the Buyer may be interested in buying, the Brokerage will require the Buyer's written consent to represent both the Buyer and the seller for the transaction.

The Buyer understands and acknowledges that the Brokerage must be impartial when representing both the Buyer and the seller and equally protect the interests of the Buyer and the seller in the transaction. The Buyer understands and acknowledges that when representing both the Buyer and the seller, the Brokerage shall have a duty of full disclosure to both the Buyer and the seller, including a requirement to disclose all factual information about the property known to the Brokerage.

However, The Buyer further understands and acknowledges that the Brokerage shall not disclose:

- that the seller may or will accept less than the listed price, unless otherwise instructed in writing by the seller;
- that the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- the motivation of or personal information about the Buyer or seller, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the Buyer should offer or the price the seller should accept; and
- the Brokerage shall not disclose to the Seller the terms of any other offer by the Buyer.

However, it is understood that factual market information about comparable properties and information known to the Brokerage concerning potential uses for the property will be disclosed to both Buyer and seller to assist them to come to their own conclusions.

The Brokerage shall not be appointed or authorized to be agent for either the Buyer or the seller for the purpose of giving and receiving notices where the Brokerage represents both the Buyer and the seller (multiple representation) or where the seller or the buyer is a self-represented party.

**MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION:** The Buyer understands and agrees that the Brokerage may provide client limited services and representation to other buyers and sellers. The Buyer understands and acknowledges that when representing both the Buyer and the seller, where one or both the Buyer and seller are receiving limited services and representation the Brokerage shall have a duty of services and representation and disclosure to one or both the Buyer and the seller, as more particularly set out in the agreement with the respective Buyer or seller. If the Brokerage provides client limited services and representation to more than one buyer or seller for the same trade, the Brokerage shall, in writing, inform all buyers and sellers of the nature of the Brokerage's relationship to each buyer and seller, and will require consent in writing for such multiple representation.

**MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION:** The Buyer understands and acknowledges where both the Buyer and seller are represented by a designated representative of the Brokerage, multiple representation will not result, unless that designated representative represents more than one client in the same trade, and will require consent in writing for such multiple representation. In the event of multiple representation and designated representation, the Brokerage duty of disclosure to both the buyer and the seller client, is as more particularly set out in the agreement with the respective buyer or seller.

- 5. FINDERS FEES:** The Buyer acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Buyer consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.

- 6. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/ or personal information may be referred to in connection with this transaction.

INITIALS OF BROKERAGE:

INITIALS OF BUYER(S):

- 7. **INDEMNIFICATION:** The Brokerage and representatives of the Brokerage are trained in dealing in real estate but are not qualified in determining the physical condition of the land or any improvements thereon. The Buyer agrees that the Brokerage and representatives of the Brokerage will not be liable for any defects, whether latent or patent, to the land or improvements thereon. All information supplied by the seller or the listing brokerage may not have been verified and is not warranted by the Brokerage as being accurate and will be relied on by the Buyer at the Buyer's own risk. The Buyer acknowledges having been advised to make their own enquiries to confirm the condition of the property.
- 8. **ENVIRONMENTAL INDEMNIFICATION:** The Buyer agrees to indemnify and save harmless the Brokerage and representatives of the Brokerage from any liability, claim, loss, cost, damage or injury as a result of any property of interest to the Buyer being affected by any contaminants or environmental problems.
- 9. **USE AND DISTRIBUTION OF INFORMATION:** The Buyer consents to the collection, use and disclosure of personal information by the Brokerage for such purposes that relate to the real estate services provided by the Brokerage to the Buyer including, but not limited to: locating, assessing and qualifying properties for the Buyer; advertising on behalf of the Buyer; providing information as needed to third parties retained by the Buyer to assist in a transaction (e.g., financial institutions, building inspectors, etc.); and such other use of the Buyer's information as is consistent with the services provided by the Brokerage in connection with the purchase or prospective purchase of the property.  
The Buyer agrees that the sale and related information regarding any property purchased by the Buyer through the Brokerage may be retained and disclosed by the Brokerage and/or real estate board(s) (if the property is an MLS® Listing) for reporting, appraisal and statistical purposes and for such other use of the information as the Brokerage and/or board deems appropriate in connection with the listing, marketing and selling of real estate, including conducting comparative market analyses.  
The Buyer acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.
- 10. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any provisions added to this Agreement, shall constitute the entire Authority from the Buyer to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
- 11. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 12. **ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Buyer by electronic means shall be deemed to confirm the Buyer has retained a true copy of the Agreement.
- 13. **ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c17 as amended from time to time.
- 14. **SCHEDULE(S)** ..... attached hereto form(s) part of this Agreement.

**THE BROKERAGE AGREES TO REPRESENT THE BUYER IN LOCATING A REAL PROPERTY OF THE GENERAL DESCRIPTION INDICATED ABOVE IN AN ENDEAVOUR TO OBTAIN THE ACCEPTANCE OF AN AGREEMENT TO PURCHASE A PROPERTY ON TERMS SATISFACTORY TO THE BUYER.**

.....  
 (Authorized to bind the Brokerage) ..... Jan. 2, 2024 ..... Barry Kerbel  
 (Date) ..... (Name of Person Signing)

**THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL.** Any representations contained herein are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

1000682864 ONTARIO INC.  
 (Name of Buyer)  
 .....  
 (Signature of Buyer/Authorized Signing Officer) ..... JAN 02/24 ..... 4-454-9871  
 (Seal) (Date) ..... (Tel. No.)  
 .....  
 (Signature of Buyer/Authorized Signing Officer) ..... (Seal) (Date) ..... (Tel. No.)

**DECLARATION OF INSURANCE**

The Salesperson/Broker/Broker of Record Barry Kerbel  
 (Name of Salesperson/Broker/Broker of Record)  
 hereby declares that he/she is insured as required by TRESA.  
 .....  
 (Signature(s) of Salesperson/Broker/Broker of Record)

**ACKNOWLEDGEMENT**

**The Buyer(s) hereby acknowledge that the Buyer(s) fully understand the terms of this Agreement and have received a copy of**

**this Agreement on the** 2ND ..... **day of** JANUARY ..... **, 20** 24

.....  
 (Signature of Buyer/Authorized Signing Officer) ..... (Date) JANUARY 02/24  
 .....  
 (Signature of Buyer/Authorized Signing Officer) ..... (Date)

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# Confirmation of Co-operation and Representation Buyer/Seller

**BUYER:** 100682864 Ontario Inc. in Trust

**SELLER:** Goldy Metals Holdings Inc. Under Power of Sale

For the transaction on the property known as: 7110 4th Line, New Tecumseth, ON L0G 1W0

**DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, landlord, lessor or a prospective seller, vendor, landlord or lessor and "Buyer" includes a purchaser, tenant, lessee or a prospective buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

**DECLARATION OF INSURANCE:** The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Trust in Real Estate Services Act, 2002 (TRESA).

### 1. LISTING BROKERAGE

- a)  The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
  - 1)  The Listing Brokerage is not representing the Buyer and has not entered into an agreement with the Buyer to provide service. (If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
  - 2)  The Listing Brokerage is providing assistance to the Buyer and the Buyer is a self-represented party.
- b)  **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer. However, the Listing Brokerage shall not disclose:
  - that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
  - that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
  - the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
  - the price the buyer should offer or the price the Seller should accept; and
  - the Listing Brokerage shall not disclose to the buyer the terms of any other offer, unless otherwise directed in writing by the Seller.
 However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.
- c)  **MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION:** The Listing Brokerage is representing both the Seller and the Buyer, where one or both the Seller and Buyer are receiving limited services and representation the Listing Brokerage shall have a duty of services and representation and disclosure to one or both the Seller and the Buyer, as more particularly set out in the agreement with the respective Seller or Buyer.
- d)  **MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION:** Where the Seller and the Buyer are represented by a designated representative of the Brokerage, multiple representation will not result unless that designated representative represents more than one client in the same trade.
  - 1)  The Listing Brokerage designated representative(s) represents more than one client in the same trade resulting in multiple representation and the duty of disclosure to both the Seller and the Buyer client is as more particularly set out in the agreement with the respective Seller and Buyer.
  - 2)  The Seller client and Buyer client are each separately represented by different designated representatives of the same brokerage and there is no multiple representation.
  - 3)  The designated representative(s) is providing representation to the Seller client and the Brokerage is providing services to the Seller client.

Additional comments and/or disclosures by Listing Brokerage: (e.g., The Listing Brokerage represents more than one Buyer offering on this property.)

.....  
.....  
.....

**INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)**

  
**BUYER**

  
**CO-OPERATING/BUYER BROKERAGE**

  
**SELLER**

  
**LISTING BROKERAGE**

2. PROPERTY SOLD BY BUYER BROKERAGE

- a)  The Brokerage represents the Buyer and the Brokerage will be paid;
  - 1)  by the Buyer directly
  - 2)  by the Seller in accordance with a Seller Limited Services Representation Agreement.
- b)  **MULTIPLE REPRESENTATION:** The Brokerage has entered into a Limited Client Agreement with the Seller and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Brokerage has a duty of full disclosure to both the Buyer and the Seller. However, the Brokerage shall not disclose:
  - that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
  - that the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
  - the motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
  - the price the Buyer should offer or the price the Seller should accept; and
  - the Brokerage shall not disclose to the Buyer the terms of any other offer, unless otherwise directed in writing by the Seller.
 However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.
- c)  **MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION:** The Brokerage is representing both the Seller and the Buyer, where one or both the Seller and Buyer are receiving limited services and representation the Brokerage shall have a duty of services and representation and disclosure to one or both the Seller and the Buyer, as more particularly set out in the agreement with the respective Seller or Buyer.
- d)  **MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION:** Where the Buyer and the Seller are represented by a designated representative of the Brokerage, multiple representation will not result unless that designated representative represents more than one client in the same trade.
  - 1)  The Buyer and Seller understand and acknowledges that the Brokerage designated representative(s) represents more than one client in the same trade resulting in multiple representation and the duty of disclosure to both Buyer and Seller client is as more particularly set out in the agreement with the respective Buyer and Seller.
  - 2)  The Buyer client and Seller client are each separately represented by different designated representatives of the same brokerage and there is no multiple representation.
  - 3)  The designated representative(s) is providing representation to the Buyer client and the Brokerage is providing services to the Buyer client.

Additional comments and/or disclosures by Buyer Brokerage: (e.g., The Buyer Brokerage represents more than one Buyer offering on this property.)

3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

- a)  **CO-OPERATING BROKERAGE - REPRESENTATION:**
  - 1)  The Co-operating Brokerage represents the interests of the Buyer in this transaction.
  - 2)  The Co-operating Brokerage, who has a Seller Limited Services Representation Agreement with Seller client, is providing assistance to the Buyer as a self-represented party in this transaction.
- b)  **CO-OPERATING BROKERAGE - COMMISSION:**
  - 1)  The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property ..... to be paid from the amount paid by the Seller to the Listing Brokerage.  
(Commission As Indicated In MLS® Information)
  - 2)  The Co-operating Brokerage will be paid as follows:  
*Buyer will paid ~~1000000~~ PLUS HST.*  
*SK \$1,062,500.00*

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

*[Handwritten initials]*  
BUYER

*[Empty oval]*  
CO-OPERATING/BUYER BROKERAGE

*[Handwritten initials]*  
SELLER

*[Handwritten initials]*  
LISTING BROKERAGE

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

**SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)**

SUTTON GROUP-ADMIRAL REALTY INC.  
(Name of Co-operating/Buyer Brokerage)  
1206 CENTRE STREET THORNHILL ON L4J3M9  
Tel.: (416) 739-7200 Fax: .....  
32  
(Authorized to bind the Co-operating/Buyer Brokerage) (Date) Jan 2, 2024  
Barry Kerbal  
(Print Name of Salesperson/Broker/Broker of Record)

(Name of Listing Brokerage)  
.....  
Tel.: ..... Fax: .....  
(Authorized to bind the Listing Brokerage) (Date)  
(Print Name of Salesperson/Broker/Broker of Record)

**CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)**


The Buyer and Seller consent with their initials to their Brokerage representing more than one client for this transaction.

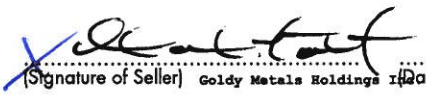
  
INITIALS OF BUYER(S)

  
INITIALS OF SELLER(S)

**ACKNOWLEDGEMENT**

I have received, read, and understand the above information.

  
(Signature of Buyer) 100682864 Ontario In Trust (Date)  
(Signature of Buyer) (Date)

  
(Signature of Seller) Goldy Metals Holdings Inc. (Date) Jan 6, 2024 Under Power of Sale  
(Signature of Seller) (Date)



Schedule A1  
Buyer Representation Agreement

Form 303

for use in the Province of Ontario

This Schedule is attached to and forms part of the Buyer Representation Agreement (Agreement) between:

**BROKERAGE:** ..... Sutton Group-Admiral Realty Inc. ...., and

**BUYER:** ..... 1000682864 Ontario Inc. In Trust .....

for the property known as ..... 7110 4th Line ..... Town of Tottenham .....

..... dated the 3rd day of January, 2024 .....

The brokerage is not providing representation to the client. The brokerage will:

- protect each client's confidential information, including ensuring that a designated representative does not disclose any confidential information of the designated representative's client to any other agent employed by the brokerage or other person, unless the disclosure is authorized by the client or required by law;
- treat the interests of all the brokerage's clients that have entered into designated representation agreements in an objective and impartial manner;
- supervise every designated representative to ensure they fulfill their duties under the designated representation agreement; and
- in the event that a designated representative is not able to represent a client, designate a different agent employed by the brokerage to be the designated representative for the client if the client so agrees.


The designated representative will:

- protect and promote the best interests of the client;
- keep the client advised of all significant steps taken in the course of representing them; and
- protect the confidential information of every client represented by the designated representative, including by not disclosing a client's confidential information to any other agent employed by the same brokerage or any other person, unless the disclosure is authorized by the client or required by law.

This form must be initialed by all parties to the Agreement.

INITIALS OF BROKERAGE: 

INITIALS OF BUYER(S): 

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O

This is **Exhibit “O”** referred to in the  
Affidavit of Kenneth Gold  
sworn remotely before me this  
30<sup>th</sup> day of August, 2024

A handwritten signature in blue ink, appearing to read "Kristin Lee".

---

A Commissioner for Taking Affidavits, etc.



258 Wilson Avenue  
Toronto, Ontario  
M3H 1S6  
Telephone: (416) 636-1949  
Facsimile: (416) 636-3431  
[jeffrey@schwartzandschwartz.ca](mailto:jeffrey@schwartzandschwartz.ca)

---

SAUL SCHWARTZ (1924-2015)  
JEFFREY J. SCHWARTZ  
DAVID E. KELMAN  
LAWRENCE B. GOLDAPPLE, COUNSEL

Sent by email

January 15, 2024

Pomer & Boccia Professional Corporation  
Barristers & Solicitors  
4000 Steeles Avenue West  
Suite 215  
Woodbridge, Ontario  
L4L 4V9

Attention: David Michael Pomer

Dear Sir:

**RE:** Goldy Metals Holdings Inc. (Under Power of Sale) (the "Vendor") sale to 1000682873 Ontario Ltd. (wrongly described in the Offer as "Inc.") (the "Purchaser")  
7110 4<sup>th</sup> Line, Tottenham  
Closing Date: January 15, 2024  
Your File Number.: 031931001  
Our File No.: 19770-15-1A

---

As you are well aware, the closing of this transaction is set for today in accordance with the purchase agreement between our respective clients.

Yesterday, we met with our client to sign sale documentation. Lecia has separately sent you pdf copies of the closing documents. We also confirm that we have in place the e-reg discharge from the 1<sup>st</sup> mortgagee, their discharge statement, and a tri-party DRA signed by our office and the lawyer representing the 1<sup>st</sup> mortgagee. You will receive that with our materials.

We have determined the outstanding realty taxes and our firm will provide its undertaking in this regard to remit, from the closing funds, the amount required to satisfy the arrears, the interest and current taxes as per the Statement of Adjustments.

Our client is ready, willing and able to close.

Yesterday through the afternoon and evening, the listing agent, Barry Kerbel, advised that over the weekend, the buyer representative(s) had indicated that they were unable to close today and were looking for an extension of the closing, on terms, to a date in mid-February. This was conveyed to our client and several calls and exchanges took place. It is noted that no one, either from your office or otherwise, has formally requested an extension, aside from a suggestion in an email that an extension of a day or so would likely be requested. Again, the Vendor stands ready, willing and able to close today.

On a without prejudice basis, pending acceptance of all the terms outlined below, our client has instructed us to make the following proposal for such an extension. Some of the terms outlined below require an acknowledgment by the Listing Broker, by the Offeror on the Purchase Agreement, by the directed Purchaser and by the existing 1<sup>st</sup> and 3<sup>rd</sup> mortgagees (the latter because any potential surplus resulting from the sale will be adversely affected). We are told that during yesterday's calls, the Purchaser had communicated terms to the mortgagees and would be agreeable to the general terms outlined below:

1. The new closing date is to be 2PM on Friday February 16, 2024 (the "Extended Closing Date");
2. The deposit of \$1,250,000.00 currently held by Sutton Group is to be released upon the acceptance by the Purchaser of this extension offer, and will be directed to Pomer Boccia, in trust (PB). Such release of funds does not and is not intended to terminate the Purchase Agreement;
3. PB shall, within 24 hours of receipt of the deposit, immediately arrange to wire \$250,000.00 of the deposit funds to Schwartz & Schwartz, in trust;
4. PB shall confirm that it holds and will continue to hold the balance of the deposit, \$1,000,000.00 in trust;
5. The \$250,000.00 portion of the deposit wired to our firm is to be non-refundable and released to the Vendor less \$25,000.00 + HST paid to our firm as an interim amount on account of an agreed legal account of \$50,000.00 plus HST and applicable disbursements;
6. Adjustments are to remain as of January 15, 2024; in this regard, Purchaser is to be responsible for realty taxes as of this date. In the event a Notice of Tax Arrears is registered by the Town after January 15, the costs of such Notice and its removal will be the responsibility and cost of the Purchaser; Vendor acknowledges and agrees that it is responsible as per the Statement of Adjustments, for the realty taxes and arrears up to January 15 out of the closing proceeds;

7. Purchaser is responsible to provide an additional adjustment on the extended closing date for per diem interest accruing on the 1<sup>st</sup> mortgage that is to be paid out, from January 15. If there are any additional costs imposed by the 1<sup>st</sup> mortgagee, these costs shall also be borne by the Purchaser as an adjustment on the Extended Closing Date;
8. Purchaser waives its right to tender and the right to any further requisitions;
9. In the event the Purchaser fails to close by 2PM on the Extended Closing Date, it is agreed that the Deposit funds held by PB are irrevocably directed to be immediately wired, without deduction, abatement or adjustment, from PB to this firm in trust and the Deposit funds are deemed forfeited to the Vendor. No release by or from the Vendor or other direction or authorization is required;
10. Time to continue to remain as of the essence and all other terms and provisions in the Agreement of Purchase and Sale to remain valid and binding.

If the terms of this proposed extension are agreed to, then we require the signatures of all the parties below to be provided by no later than 3PM today. Failing that, the deliveries made by our office to yours that are to follow, we will be our evidence of the tender by the Vendor of its being ready, willing and able to close.

Yours very truly,

**SCHWARTZ & SCHWARTZ**  
**PROFESSIONAL CORPORATION**

Jeffrey J. Schwartz  
 JJS:lk

Terms and provisions as hereinbefore set out are agreed to and have been communicated to the 1<sup>st</sup> and 3<sup>rd</sup> Mortgagees who are agreeable thereto.

**1000682873 Ontario Ltd.**

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

I have the authority to bind the Corporation.

P

This is **Exhibit "P"** referred to in the  
Affidavit of Kenneth Gold  
sworn remotely before me this  
30<sup>th</sup> day of August, 2024

A handwritten signature in blue ink, appearing to read "Brittany Lee".

---

A Commissioner for Taking Affidavits, etc.

# Amendment to Agreement of Purchase and Sale

## Form 120

for use in the Province of Ontario

**BETWEEN:**

**BUYER:** ..... 1000682864 ONTARIO INC. IN TRUST

**AND**

**SELLER:** ..... Goldy Metals Holdings Inc Under Pos

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 3rd day of January, 2024,

concerning the property known as 7110 4th Line N

New Tecumseth ..... as more particularly described in the aforementioned Agreement.

**The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:**

Insert

Deposit payable to David Pomer in trust

Closing Date: ~~January 15th~~, 2024

February 16th

Delete:

Deposit payable to Sutton Group Admiral Realty Inc., Brokerage.

Closing Date: ~~February 16th~~, 2024

January 15th

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer until 11:59 (a.m./p.m.) on the 15 day of January, 2024, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor. Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) [Signature]

(Buyer/Seller) [Signature]

(Seal) (Date) Jan 15, 2024

(Witness) \_\_\_\_\_

(Buyer/Seller) \_\_\_\_\_

(Seal) (Date) \_\_\_\_\_

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) [Signature]

(Buyer/Seller) [Signature]

(Seal) (Date) Jan 15, 2024

(Witness) \_\_\_\_\_

(Buyer/Seller) \_\_\_\_\_

(Seal) (Date) \_\_\_\_\_

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

(Witness) \_\_\_\_\_

(Spouse) \_\_\_\_\_

(Seal) (Date) \_\_\_\_\_

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at \_\_\_\_\_ this 15 day of January, 2024.

(a.m./p.m.) 3 (Signature of Seller or Buyer) [Signature]

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) [Signature] (Date) Jan 15, 2024

(Buyer) [Signature] (Date) Jan 15, 2024

(Seller) \_\_\_\_\_ (Date) \_\_\_\_\_

(Buyer) \_\_\_\_\_ (Date) \_\_\_\_\_

Address for Service \_\_\_\_\_ (Tel. No.) \_\_\_\_\_

Address for Service \_\_\_\_\_ (Tel. No.) \_\_\_\_\_

Seller's Lawyer \_\_\_\_\_

Buyer's Lawyer \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Email \_\_\_\_\_

(Tel. No.) \_\_\_\_\_ (Fax. No.) \_\_\_\_\_

(Tel. No.) \_\_\_\_\_ (Fax. No.) \_\_\_\_\_

Q

This is **Exhibit “Q”** referred to in the  
Affidavit of Kenneth Gold  
sworn remotely before me this  
30<sup>th</sup> day of August, 2024

A handwritten signature in blue ink, appearing to read "Brittany Lee".

---

A Commissioner for Taking Affidavits, etc.

Acknowledgment

**TO:** Goldy Metals Holdings Inc. (“Goldy”)

**AND TO:** Schwartz & Schwartz PC (solicitors for Goldy)

**RE:** Goldy Metals Holdings Inc. 2<sup>nd</sup> mortgage to Woodington Estates Inc., personally guaranteed by Joseph Chetti

**AND RE:** Goldy Metals Holdings Inc. (Under Power of Sale) (the “Vendor”) sale to 1000682873 Ontario Ltd. (wrongly described in the Offer as “Inc.”) (the “Purchaser”) (the “Sale Transaction”)

**PROPERTY:** 7110 4<sup>th</sup> Line, Tottenham, Ontario (the “Property”)

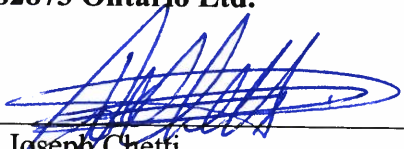
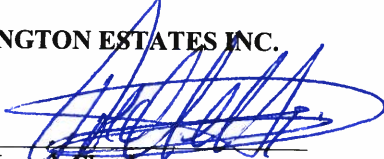
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1. Woodington Estates Inc. (“Woodington”), Joseph Chetti (“Chetti”) and 1000682873 Ontario Ltd. (“1000”), are all parties referenced in the subject matters above, as either mortgagor, guarantor or purchaser and all are under the authority of Chetti to bind in regard to the transactions referred to in the subject matters above and herein;
2. All of Woodington, Chetti and 1000 acknowledge that they are in default in regard to the mortgage in favour of Goldy and/or the purchase agreement with Goldy for the sale, under power of sale of the Property;
3. All of Woodington, Chetti and 1000 acknowledge that statements have been provided, none of which has been challenged or disputed, and updated as requested by each of us in order to afford us an opportunity to make an offer to reinstate the Sale Transaction and/or arrange to either discharge or take an assignment of the Goldy security (the latter, without recourse). We have failed to do so as of the date hereof.
4. Attached hereto as Schedules “A”, “B and “C” are a Consolidated Statement, Goldy Discharge Statement and Statement of Legal Fees, as at April 30, 2024. We acknowledge and confirm each of these is accurate and indisputable as of that date. We further acknowledge that since April 30, 2024, Goldy and its lawyers have continued to accrue, interest and legal fees, including additional legal fees from and after April 30<sup>th</sup>, including for seeking and retaining outside legal counsel. We acknowledge that we are and will be jointly and severally responsible for such additional interest, costs and expenses from April 30, 2024 including any and all further additional steps to enforce Goldy’s security against any or all of us and others (all of which are collectively referred to as the “Indebtedness”).
5. We acknowledge and confirm all prior arrangements agreed to by Goldy as set out in correspondence with our lawyers and confirm that the Purchaser has no legal or equitable right to enforce the terms of the original (as amended), Agreement of Purchase and Sale. This includes, inter alia, no right of tender and no right of further requisition.
6. Notwithstanding our default, we have advised Goldy that we wish to make a prepayment of **\$1,000,000.00** (the “Without Prejudice payment”) to Goldy for the purposes of application against outstanding and accruing interest, costs and paydown of principal owing, all as Goldy shall decide in its sole and absolute discretion.
7. The Without Prejudice payment is to be made on or before **1PM on Friday May 17, 2024** by depositing with Goldy’s lawyers in trust, a bank draft, money order or certified cheque. The Without Prejudice payment is non-refundable and subject only to an accounting by Goldy of the application of the funds.
8. In consideration of the receipt of the Without Prejudice payment, and for other good and valuable consideration, Goldy agrees that it shall take no other or further steps in its enforcement of its security and rights, for a period of time, expiring **1PM on Friday June 14, 2024** (the “Forbearance Limit”). Thereafter, Goldy will be entitled to carry on and take any and all further steps in its rights of enforcement. In the event

- that the parties hereto, on or before the expiry of the Forbearance Limit, repay in full, the balance owing to Goldy for its outstanding balance at that time, together with its legal fees and disbursements (including any unknown, as of the date hereof, counsel fees to Goldy to the date of this agreement), Goldy will cease further enforcement and consent where required to the termination of any listing, court action or otherwise, and will provide discharges of all its security.
9. Other than the ongoing and usual business operations carried on at the Property, the parties agree not to enter into any lease, tenancy agreements or any like agreement or part with possession of the Property or any part thereof, in any matter whatsoever, without the consent of Goldy.
  10. The parties confirm that the Indebtedness is due and owing to Goldy and they do not claim any right of set off or equities in respect of the indebtedness secured by the Charge and additional security that was granted to Goldy under the terms of the original loan, or any other amounts set forth herein including legal costs and agree not to assert any such claims.
  11. The parties all acknowledge and agree that they will not take any proceedings in any court which may hinder or prevent Goldy from exercising any of its rights.
  12. In addition to any other rights, it is agreed that a default shall also include, without limitation:
    - a) Any of Woodington, Chetti or 1000 filing a notice of intention to make a proposal pursuant to the *Bankruptcy and Insolvency Act* or seeking protection or otherwise attempting to compromise any obligations pursuant to the *Bankruptcy and Insolvency Act* or pursuant to any other legislation whatsoever;
    - b) In the absolute opinion of Goldy or their managers and agents, there is a material adverse change in the condition of the Property or any of Woodington, Chetti or 1000 in Goldy's rights, remedies, priority under or in respect of any of the security or in the value of the Property subject to its security or if in the opinion of Goldy, the Property or any part thereof is about to be impaired or placed in jeopardy.
  13. Notwithstanding the terms of this forbearance, each of Woodington and Chetti confirm that all the security referred to herein in favour of Goldy is binding upon them and is valid and enforceable and in full priority, in accordance with the terms and registration of such security.
  14. That in consideration of the agreements of Goldy contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Woodington, Chetti and 1000, on behalf of each of themselves and their respective successors, assignments and other legal representatives, hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges Goldy and all of its officers, directors, employees, representatives and advisors (hereinafter collectively called the "Releasees") of and from all demands, actions, causes of action, suits, covenants, contracts, agreements, promises and any and all other claims, counterclaims, defences, rights of set-off, demands and liabilities whatsoever of every nature and kind, known or unknown, suspected or unsuspected, both arising in law and in equity which any one of them and any of their respective successors, assigns or their legal representatives may now hold, have or claim they have as against any of the Releasees or any of them for, upon or by reason of any circumstance, action, cause or thing whatsoever which arises at any time or prior to the day and date of this agreement.
  15. This Agreement will be binding upon and enure to the benefit of the parties hereto and their respective successors, assigns or legal representatives, and will be governed by and construed in accordance with the laws of the Province of Ontario. This Agreement will not discharge or constitute novation of any debt, obligation, covenant or agreement contained in the Charge, the General Assignment of Rents, General Security Agreement, the Guarantee and Postponement of Claim or any other agreement, or indemnity, but same shall remain in full force and effect, save to the extent same are amended by the provisions of this agreement.

- 16. This Agreement is personal to Woodington, Chetti and 1000 and cannot be assumed by anyone.
- 17. Time shall be of the essence hereof.
- 18. This Forbearance Agreement may be transmitted by fax or electronic mail and shall be binding upon the parties hereto as if executed in the original.
- 19. It is acknowledged and agreed that this Forbearance Agreement may be executed in several counterparts, each of which shall be deemed to be an original and that such separate counterparts shall together constitute one and the same instrument.
- 20. The parties hereto acknowledge that they are under no threat, compulsion or undue pressure. Each of Woodington, Chetti and 1000 has the right and has been encouraged to seek independent legal advice as to the nature and effect of this Agreement.
- 21. The parties hereto acknowledge and accept the terms and conditions of the foregoing.

Dated the 16<sup>th</sup> day of May, 2024

<p><b>1000682873 Ontario Ltd.</b></p> <p>Per: </p> <p>Joseph Chetti</p> <p>I have the authority to bind the Corporation</p>	<p><b>WOODINGTON ESTATES INC.</b></p> <p>Per: </p> <p>Joseph Chetti</p> <p>I have the authority to bind the Corporation.</p>
--	--

witness: 

  
**JOSEPH CHETTI**

The above is acknowledged and agreed to by the undersigned as of the 16<sup>th</sup> day of May, 2024

**GOLDY METALS HOLDINGS INC.**

Per: \_\_\_\_\_  
 Ken Gold

I have the authority to bind the Corporation.

## LEGAL STATEMENT OF ACCOUNT

**GOLDY METALS HOLDINGS INC.**  
 2<sup>nd</sup> mortgage loan to  
**WOODINGTON ESTATES INC.**  
 on 7110 4th Line, Tottenham, Ontario

File 19770-15-1A

HST Registration No. 856829965 RT0001

Legal Fees as negotiated and agreed to by buyer and parties related to owner - as of Jan 15/24	T \$50,000.00
Additional Legal Fees as negotiated and agreed to by buyer and parties related to owner - as of Feb 14/24	T \$5,000.00
Additional Legal Fees from and after Feb 14/24	T \$7,500.00
Paid to obtain tax certificate	\$114.00
Law Society Transaction Levy Surcharge	\$65.00
Miscellaneous including courier, wire charges	T \$200.00
Additional subsearches - Teranet	\$107.77
HST on items marked "T"	\$8,151.00
Total Fee & Disb	\$62,662.77
<i>Less pd on acct</i>	<i>-\$28,250.00</i>
<b>BALANCE DUE SCHWARTZ &amp; SCHWARTZ</b>	<b>\$42,887.77</b>

**GOLDY METALS HOLDINGS INC.**  
**2<sup>nd</sup> mortgage loan to**  
**WOODINGTON ESTATES INC.**  
**on 7110 4th Line, Tottenham, Ontario**

**As of April 30, 2024**

File 19770-15-1A

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Principal balance	\$5,500,000.00
Retainer paid for Appraisals	\$25,000.00
Interest Adjustment from October 12 <sup>th</sup> , 2023 to January 15 <sup>th</sup> , 2024	\$160,780.41
Interest on \$5,439,030.41 from January 15, 2024 to April 30, 2024 @ \$1,639.16/diem for 106 days	\$173,750.96
2% Deferred Lender Extension Fee	\$110,000.00
Received on Account - credited \$160,780.41 to interest - credited \$60,969.59 to principal	(\$221,750.00)
Due and Payable payout of the 2 <sup>nd</sup> mortgage	<u>\$5,747,781.37</u>
<b>Liquidated Damages due</b>	<b>\$25,000.00</b>
<b>TOTAL DUE AND PAYABLE TO GOLDY METALS HOLDINGS INC.</b>	<b><u>\$5,772,781.37</u></b>

Per Diem \$1,639.16 from 1PM on April 30, 2024

DATED the \_\_\_\_\_ day of April, 2024.

**GOLDY METALS HOLDINGS INC.**



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

Name: Ken Gold

Title: President

I have authority to bind the Corporation

E. & O. E.

**101**  
**CONSOLIDATED STATEMENT**

**GOLDY METALS HOLDINGS INC.**  
**2<sup>nd</sup> mortgage loan to**  
**WOODINGTON ESTATES INC.**  
**on 7110 4th Line, Tottenham, Ontario**

*As at April 30, 2024*

File No. 19770-15-1A

H. S. T. Registration No. 856829965 RT0001

Funds in trust		\$334.59
Required to repay Goldy Metals - <i>Statement Attached</i>	\$5,772,781.37	
Required to reimburse for appraisals paid	\$24,876.02	
Required Real Estate commission owed to Sutton Group-Admiral Realty Inc. - <i>Commission Statement attached</i>	\$1,200,625.00	
Legal Fees and Disbursements for Schwartz & Schwartz - <i>Statement attached</i>	* \$42,887.77	
<b>Funds required for a Discharge *</b>		<b>* \$7,040,835.57</b>
	<b>\$7,041,170.16</b>	<b>\$7,041,170.16</b>

E. & O.E.

**\* NB: does not include a Discharge fee and registration nor legal fees and disbursements incurred from and after April 30, 2024**



R

This is **Exhibit "R"** referred to in the  
Affidavit of Kenneth Gold  
sworn remotely before me this  
30<sup>th</sup> day of August, 2024

A handwritten signature in blue ink, appearing to read "Brittany Lee".

---

A Commissioner for Taking Affidavits, etc.

June 5, 2024

**VIA EMAIL AND REGISTERED MAIL**

Woodington Estates Inc.  
7110 4<sup>th</sup> Line  
Tottenham Ontario  
L0G1W0

Attention: Joseph Chetti, President

Joseph Chetti  
156 Capner Court  
Kleinberg, Ontario  
L0J 1C0

Dear Mr. Chetti:

**Re: Indebtedness of Woodington Estates Inc. (the “Borrower”) to Goldy Metals Holdings Inc. (the “Lender”)**

We have been retained as litigation counsel for the Lender. We are writing to you both in your capacity as President of the Borrower and as personal guarantor of the Indebtedness, as defined below.

As you are aware, the Lender loaned the Borrower the principal amount of \$5,500,000, pursuant to a Commitment Letter dated July 24, 2019 (the “**Loan**”), secured by a mortgage (the “**Mortgage**”) against the lands and premises described as PT LTS 1, 2 & 3 CON 4 AS IN RO1284373 EXCEPT PT 1 51R31629 TECUMSETH; S/TRO318906; NEW TECUMSETH being all of PIN # 58170-0498 (LT) and known municipally as 7110 4<sup>th</sup> Line, Tottenham, Ontario (the “**Property**”). The Mortgage, which bears registration number SC1615589, was registered against the Property in second priority on August 12, 2019.

The Borrower’s obligations with respect to the Loan are further secured by a General Assignment of Rents in respect of the Property, a General Security Agreement, and a guarantee provided by you personally, dated August 8, 2019 (the “**Personal Guarantee**”).

The Borrower defaulted on its obligations under the Loan in or about June 2023, following which the Lender delivered to the Borrower a Notice of Sale dated August 9, 2023, indicating that the Borrower would sell the Property pursuant to the provisions of the Mortgage unless the total

amount then owing (\$5,601,652.09, including unpaid interest, fees and costs) was paid on or before September 18, 2023.

Notwithstanding that this amount was not paid in a timely fashion and the Loan remains in default, the Borrower has refrained from selling the Property on the basis of repeated (but regrettably unfulfilled) promises by you that the Loan would be repaid. In particular, our client accepted a purchase offer from 1000682873 Ontario Inc. (“873”), which we understand to be a corporation under your control. Although the sale transaction was initially scheduled to close on January 15, 2024, 873 was unable to secure the funds to close. Accordingly, our client granted an indulgence and agreed to extend the closing until February 16, 2024. Again, 873 failed to complete the transaction, despite the fact that our client was willing and able to close. At that time, 873 and/or the Borrower wrongfully caused a deposit of \$1,000,000 that was intended to be held in trust for the benefit of our client to be diverted to other parties.

Since then, our client has provided you with yet further indulgences, all in a good faith effort to resolve this issue. In particular, on Thursday, May 16, 2024, you executed a forbearance agreement on behalf of both 873 and the Borrower, in which you agreed to make a without prejudice payment of \$1,000,000 to our client by 1:00 pm on Friday, May 17, 2024, in exchange for the Lender’s agreement to refrain from taking steps to sell the Property or otherwise enforce its security until June 14, 2024. This promise to pay was also not fulfilled.

You have subsequently promised again and again to make an initial payment of \$1,000,000 by various dates, including by May 22 and May 27, 2024, all in an effort to persuade our client to forbear from taking further steps to enforce its rights. Sadly, each of these promises and assurances has proven to be hollow and so, not surprisingly, our client’s patience is now at an end.

As of June 5, 2024, the Borrower is indebted to the Lender in the total amount of \$5,878,581.15, including unpaid interest, fees and costs, all as set out in the attachment hereto (the “**Indebtedness**”).

Accordingly, unless the Indebtedness is repaid in full forthwith, please be advised that we have been instructed to take any and all steps necessary to enforce the Lender’s rights under the Mortgage and ancillary security documents, including by selling the Property and/or commencing proceedings against you in your personal capacity, pursuant to the terms of the Personal Guarantee.

We trust that our client’s position is clear.

**Goodmans**<sup>LLP</sup>

Yours truly,

**Goodmans LLP**

*Tom Friedland*

Tom Friedland

Attachment

MORTGAGE STATEMENT OF ARREARS

**GOLDY METALS HOLDINGS INC.**  
**2<sup>nd</sup> mortgage loan to**  
**WOODINGTON ESTATES INC.**  
**on 7110 4th Line, Tottenham, Ontario**


**As of June 5, 2024**

Principal		\$5,500,000.00
Retainer paid for Appraisals		\$25,000.00
Interest on \$5,500,000.00 from October 12 <sup>th</sup> , 2023 to January 15 <sup>th</sup> , 2024		\$160,780.41
Received Jan 15/24 \$250,000.00 - credited \$160,780.41 to interest owing - credited \$60,969.59 to principal reduction - credited \$28,250.00 to lender's legal fees	\$221,750.00	
Interest on \$5,439,030.41 from January 15, 2024 to June 5, 2024 @ \$1,639.16/diem for 141 days		\$231,121.56
2% Deferred Lender Extension Fee - August 2023		\$110,000.00
Deferred Lender Extension Fee - February, 2024		\$25,000.00
Outstanding Legal Fees due Schwartz & Schwartz		\$48,763.77
Credit funds in trust	\$334.59	
<b>TOTAL DUE</b>	<b>\$5,878,581.15</b>	
	\$6,100,665.74	\$6,100,665.74

Per Diem \$1,639.16 from 1PM on June 5, 2024

DATED the 5<sup>th</sup> day of June, 2024.

**GOLDY METALS HOLDINGS INC.**

Per:   
Name: Ken Gold  
Title: President

I have authority to bind the Corporation

E. & O. E.

S

This is **Exhibit “S”** referred to in the  
Affidavit of Kenneth Gold  
sworn remotely before me this  
30<sup>th</sup> day of August, 2024

A handwritten signature in blue ink, appearing to read "Kristin Lee".

---

A Commissioner for Taking Affidavits, etc.

FORBEARANCE AGREEMENT

This Forbearance Agreement made as of the 25<sup>th</sup> day of June, 2024 (the “**Effective Date**”).

B E T W E E N:

**GOLDY METALS HOLDINGS INC.**  
(the “**Lender**”)

- and -

**WOODINGTON ESTATES INC.**  
(the “**Chargor**” or “**Borrower**”)

- and -

**JOSEPH CHETTI**  
(the “**Guarantor**”)

- and -

**GAETANA CHETTI**  
(“**Mrs. Chetti**”)

RECITALS:

- A. Pursuant to a Commitment Letter dated July 24, 2019 (as the same may have been amended from time to time, the “**Commitment Letter**”), the Lender agreed to make available to the Borrower a loan in the principal amount of \$5,500,000 (the “**Loan**”);
- B. The Borrower agreed to secure its obligations under the Commitment Letter and the Loan by granting a Charge/Mortgage to the Lender over the lands and premises described in Schedule A attached hereto (the “**Property**”) in the principal amount of \$5,500,000.00, which Charge/Mortgage was registered on the 12<sup>th</sup> day of August, 2019, in the Land Registry Office for the Land Titles Division of Simcoe County (51), as Instrument No. SC1615589 (the “**Charge**”);
- C. The Charge was unconditionally guaranteed by the Guarantor pursuant to a Guarantee dated August 8, 2019 (the “**Guarantee**”);
- D. As additional security for the obligations of the Chargor, the Chargor entered into a General Security Agreement with the Lender dated August 8, 2019 (the “**GSA**” and, together with the Charge and the Guarantee, collectively, the “**Security**”);

- E. As of the Effective Date, the Chargor and the Guarantor are in default under the Commitment Letter, the Security and the Loan by reason of the failure to pay in full the outstanding indebtedness owed on maturity, which outstanding indebtedness comprises the principal amount of the Loan, together with unpaid interest, fees, costs and expenses owing as of the Effective Date and as set out in Schedule B hereto (the “**Current Indebtedness**”). The Current Indebtedness set out in Schedule B hereto, together with additional interest, costs, expenses and disbursements that continue to accrue and/or that are incurred by the Lender, in each case, after the Effective Date, being collectively, the “**Outstanding Indebtedness**”;
- F. The Lender is and has been entitled to take any and all action to enforce the Security by reason of the default by the Chargor and the Guarantor as described above. The Lender has taken certain enforcement steps under the Charge, by issuing a Notice of Sale under Mortgage pursuant to the *Mortgages Act*, and issuing a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*;
- G. The Borrower and the Guarantor have requested that the Lender provide additional time for them to arrange to repay the Outstanding Indebtedness, in full, to the Lender. In particular, the Borrower and the Guarantor have requested that the Lender forbear from taking any further steps to enforce the Security during the Forbearance Period (as defined below), which forbearance is to include suspension of a listing agreement for the sale of the Property;
- H. The Lender has agreed, so long as the terms herein are fulfilled and the Collateral Security (as defined below) is provided to the Lender, to accommodate the request of the Borrower and the Guarantor upon the terms and conditions hereinafter set forth;
- I. The Borrower, the Guarantor and Mrs. Chetti (collectively, the “**Borrower Parties**”) have agreed to perform or fulfil, or cause to be performed or fulfilled, all of the covenants, agreements, undertakings and conditions contained in this Forbearance Agreement in consideration of entering into this Forbearance Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree with each other as follows:

1. The parties acknowledge and agree that the foregoing recitals are true and correct. The Borrower Parties specifically acknowledge the amount of the Current Indebtedness as accurate and agree that following the Effective Date, the Current Indebtedness will be subject to any and all additional unpaid interest, costs, fees and expenses that may or will be incurred by the Lender and the Guarantor. The Borrower Parties confirm that none of them claim any right of set-off or equities in respect of the Outstanding Indebtedness or any other amounts set forth herein including legal costs, costs, expenses, and agree not to assert any such claims.

2. The Borrower Parties hereby confirm, acknowledge and agree that all of the Security is fully enforceable by the Lender against each party thereto in accordance with its terms unaltered, that the Borrower and the Guarantor are in default and that the Lender is entitled to exercise all of its rights and remedies under the Security and at law. The Borrower Parties hereby further acknowledge and agree that the Lender has provided reasonable notice to the Borrower and the Guarantor in respect of the exercise of all such rights and remedies and that no further notice shall be required prior to such exercise at any time in the future. To the extent permitted by law, the Borrower Parties hereby waive all defenses and claims against the Lender in connection with the exercise of the said rights and remedies by or on behalf of the Lender.
3. The Borrower Parties hereby represent and warrant to the Lender, and acknowledge that the Lender is relying upon all of such representations and warranties in entering into this Forbearance Agreement, as follows:
  - a. all corporate action on the part of the Borrower necessary for the authorization, execution, delivery and performance of this Forbearance Agreement by the Borrower has been duly authorized and taken;
  - b. this Forbearance Agreement, when duly executed and delivered by the Borrower Parties will constitute a legal, valid and binding obligation, enforceable against the Borrower Parties in accordance with its terms;
  - c. there is no charter or by-law provision or directors' or shareholders' resolution of the Borrower which would be contravened by the execution and delivery of this Forbearance Agreement, or by the performance of any provision, condition, covenant or other term hereof; and
  - d. there is no provision of any indenture or agreement, written or oral, to which the Borrower Parties are a party or under which the Borrower Parties are obligated and, to the knowledge of the Borrower Parties, there is no statute, rule, regulation, judgment, decree or order of any court or agency binding the Borrower Parties, which would be contravened by the execution and delivery of this Forbearance Agreement, or by the performance of any provision, condition, covenant or other term hereof.
4. Except as otherwise specifically provided herein, the Lender hereby covenants and agrees to refrain, during the Forbearance Period, from further enforcing its rights and remedies. In this Forbearance Agreement, "**Forbearance Period**" shall mean the period commencing upon the Effective Date and ending upon the earlier of: (a) August 30, 2024, and (b) the termination of the Forbearance Period by the Lender in accordance with this Forbearance Agreement. Upon and after the expiration or termination of the Forbearance Period, the Lender shall have no obligations whatsoever pursuant to this Forbearance Agreement but in all other respects this Forbearance Agreement and all of the obligations of the Borrower

Parties hereunder shall survive and continue in full force and effect.

5. None of the covenants and agreements of the Lender in this Forbearance Agreement, nor the performance thereof at any time, shall constitute, or be deemed or implied to be, a waiver by the Lender of any default, either hereunder or under the Security that has occurred to the Effective Date or any other subsequent or similar default.
6. The Borrower Parties hereby covenant and agree with the Lender, and acknowledge that the Lender is relying upon all of such covenants and agreements in entering into this Forbearance Agreement, which covenants shall be separate and cumulative and in addition to all other covenants in this Forbearance Agreement, that:
  - a. Mrs. Chetti, the spouse of the Guarantor, shall provide to the Lender, a limited recourse guarantee (the “**Limited Recourse Guarantee**”) and a collateral mortgage (the “**Collateral Mortgage**”) on the family residence located at 156 Capner Court, Kleinberg, Ontario L0J 1C0 (the “**Collateral Property**”) and which Collateral Mortgage will be subject only to the existing encumbrances and liens as noted on the property parcel PIN as of May 29, 2024 for the Collateral Property attached hereto as Schedule C. Mrs. Chetti will execute all required documents, acknowledgments and directions with a lawyer retained independently of the Borrower and the Guarantor. In addition to the receipt of signed and witnessed documents as required, the Lender and its counsel shall also receive a certificate and acknowledgment of independent legal advice from the lawyer of Mrs. Chetti, as well as from an independent lawyer for the Guarantor, as consenting spouse, both in a form and content required by the Lender and its counsel. The Limited Recourse Guarantee and the Collateral Mortgage shall form part of and comprise additional Security provided to the Lender (and not in replacement of the Charge, the Guarantee or the GSA) and for the Outstanding Indebtedness, for all other amounts that become due and payable to the Lender after the Effective Date and for the due performance of the Borrower Parties of the terms contained herein;
  - b. The Lender and the Borrower Parties agree that from and after the Effective Date, interest charged on the Outstanding Indebtedness and on other fees, costs, expenses and disbursements of the Lender will be at the rate of 13% per annum, calculated and payable monthly, not in advance. The Lender is to receive monthly payments of interest in the amount of \$63,493.75, the first such payment being due 30 days from the Effective Date;
  - c. Upon registration of the Collateral Mortgage, the Borrower and the Guarantor shall cause to be delivered to the Lender 2 post-dated cheques for \$63,493.75; and
  - d. The Borrower Parties shall not enter into any lease, tenancy agreements or any like agreement or part with possession of the Property or the Collateral Property or any part thereof, in any matter whatsoever, without the consent of the Lender.

7. The Borrower and the Guarantor shall have until the expiry of the Forbearance Period to arrange and complete the refinancing and corresponding repayment of the Outstanding Indebtedness and discharge the Security.
8. The Borrower Parties hereby further jointly and severally covenant and agree with the Lender, and acknowledge that the Lender is relying upon all of such covenants in entering into this Forbearance Agreement, which covenants shall be separate and cumulative and in addition to all other covenants in this Forbearance Agreement, that at all times from and after the Effective Date and until the payment and performance of all of the Outstanding Indebtedness in full, the Borrower Parties shall:
  - a. pay or cause to be paid to the Lender when due any and all amounts required by this Forbearance Agreement to be paid to Lender;
  - b. at all times maintain the corporate existence of the Borrower and take all prudent action necessary or desirable to preserve and protect all of the rights, powers, privileges and goodwill owed by the Borrower;
  - c. not permit the Borrower, without first obtaining the written consent of the Lender, to consolidate, amalgamate or merge with any other corporation or acquire the shares of any corporation, firm or partnership or acquire the assets of any corporation, firm or partnership outside of the ordinary course of its business; and
  - d. not, without first giving notice to the Lender, allow the Borrower to change its name.
9. The Borrower Parties shall be deemed to be in default hereunder ("**Default**") if:
  - a. any representation or warranty of a Borrower Party in this Forbearance Agreement is at the Effective Date, or shall at any time after the Effective Date, become untrue, inaccurate or incomplete in any respect;
  - b. a Borrower Party breaches or defaults in performing, complying with or fulfilling any covenant, agreement, undertaking, condition or obligation in, under or pursuant to this Forbearance Agreement;
  - c. any condition, step, act or thing required to be completed, performed, fulfilled, executed or delivered by a Borrower Party under this Forbearance Agreement shall not be so completed, performed, fulfilled, executed or delivered as, when and in the form required by the Lender or stipulated hereunder;
  - d. there occurs at any time default in the payment or performance of any of the Outstanding Indebtedness as and when any portion of it falls due;

- e. in the sole and absolute discretion of the Lender, there is a material adverse change in the condition of any Borrower Party or the Lender's rights, remedies, or priority under or in respect of any of the Security or in the value of the Property or the Collateral Property is about to be impaired or placed in jeopardy; or
  - f. if a Borrower Party consents to, or acquiesces in, the appointment of a trustee, receiver or other custodian for such Borrower Party or any property thereof, or, in the absence of such application, consent or acquiescence, a trustee, receiver or other custodian is appointed for such Borrower Party or for any property thereof, or if the Borrower Party makes a general assignment for the benefit of creditors, or if a bankruptcy, insolvency, reorganization, readjustment, arrangement, composition, moratorium or other case or proceeding seeking similar relief, or any dissolution, liquidation or winding-up proceeding, under any bankruptcy, insolvency, moratorium, corporate or other analogous law or provision is commenced in respect of the Borrower Party or any property thereof, or, if such case or proceeding is not commenced by the Borrower Party, is consented to or acquiesced in by such Borrower Party or if the Borrower Party takes any corporate or other action to authorize, or in furtherance of, any of the foregoing.
10. In the sole and absolute discretion of the Lender, upon the occurrence of any Default at any time during the Forbearance Period, or upon the expiration of the Forbearance Period:
- a. the Forbearance Period shall end;
  - b. all of the Outstanding Indebtedness, and all other amounts payable hereunder, shall become immediately due and payable without further notice, presentment, demand or request;
  - c. any or all of the rights and remedies available to the Lender under the Security (as amended herein) may be immediately exercised; and
  - d. the Borrower Parties shall forthwith perform and make payment in full of all of the Outstanding Indebtedness which remain outstanding at that time, without any further notice, presentment, demand or request for payment from the Lender, failing which the Borrower Parties hereby consent to the immediate enforcement by the Lender of all of the Security, including without limitation, the appointment of an agent, a receiver, a manager and/or a receiver and manager, as the Lender may see fit in its sole absolute discretion without any further notice, presentment, demand or request for payment, and the Borrower Parties hereby further agrees to assign the Borrower Parties into bankruptcy or to consent to the making of an interim or final receiving order against the Borrower Parties if so requested by the Lender.

**PROVIDED THAT NO FORBEARANCE ON THE PART OF THE LENDER WITH RESPECT TO ANY OCCURRENCE OF ANY DEFAULT HEREIN SPECIFIED WILL CONSTITUTE OR BE DEEMED OR IMPLIED TO BE A WAIVER BY THE LENDER OF SUCH DEFAULT OR ANY OTHER, SUBSEQUENT OR SIMILAR DEFAULT.**

11. The Borrower Parties acknowledge and agree that this Forbearance Agreement does not in any way prejudice or jeopardize the Lender's rights of enforcement and does not constitute a waiver of default or accommodation or agreement to waive such default or any proceedings.
12. The Borrower Parties acknowledge and agree to not take any proceedings in any court which may hinder or prevent the Lender from exercising its rights under the Security.
13. Notwithstanding the terms of this Forbearance Agreement, the Borrower Parties confirm that all the Security referred to herein in favour of the Lender is binding upon them and is valid and enforceable and in full priority according to their terms and registration.
14. The Borrower Parties, on behalf of each of themselves and their respective successors, assigns and other legal representatives, hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges each of the Lender and its officers, directors, employees, representatives and advisors (hereinafter collectively called the "**Releasees**") of and from all demands, actions, causes of action, suits, covenants, contracts, agreements, promises and any and all other claims, counterclaims, defences, rights of set-off, demands and liabilities whatsoever of every nature and kind, known or unknown, suspected or unsuspected, both arising in law and in equity which the Borrower Parties and any of their respective successors, assigns or their legal representatives may now hold, have or claim they have as against any of the Releasees for, upon or by reason of any circumstance, action, cause or thing whatsoever which arises at any time including prior to the day and date of this Forbearance Agreement.
15. This Forbearance Agreement will be binding upon and enure to the benefit of the parties hereto and their respective successors, assigns or legal representatives, and will be governed by and construed in accordance with the laws of the Province of Ontario. This Forbearance Agreement will not discharge or constitute novation of any debt, obligation, covenant or agreement, the Security or any other agreement, or indemnity, but same shall remain in full force and effect, save to the extent same are amended by the provisions of this Forbearance Agreement.
16. This Forbearance Agreement is personal to the Borrower Parties and cannot be assumed by anyone and is not to vary any rights as against subsequent encumbrancers.

17. The Borrower Parties shall provide from time to time upon the request of the Lender, such other documents or assurances that may be necessary or desirable in the Lender's opinion to preserve, protect and perfect the Lender's security interests against the Property and the Collateral Property and the assets of the Borrower and the Guarantor.
18. Time shall be of the essence hereof.
19. This Forbearance Agreement may be transmitted by fax or electronic mail and shall be binding upon the parties hereto as if executed in the original.
20. It is acknowledged and agreed that this Forbearance Agreement may be executed in several counterparts, each of which shall be deemed to be an original and that such separate counterparts shall together constitute one and the same instrument.
21. If any provision hereof is held to be illegal, invalid or unenforceable in any jurisdiction, such provision shall be deemed to be severed from the remainder of this Forbearance Agreement with respect only to such jurisdiction and the remaining provisions of this Forbearance Agreement shall not be affected thereby and shall continue in full force and effect.
22. In the event of an inconsistency between the provisions of this Forbearance Agreement and the provisions of the Security, the provisions of this Forbearance Agreement shall govern and prevail; provided that, to the extent that either this Forbearance Agreement and/or Security shall be silent in respect of any particular matter or issue, the Security or this Forbearance Agreement, as the case may be, shall govern with respect to such matter or issue. Subject to the foregoing, this Forbearance Agreement constitutes the entire agreement between the Lender and the Borrower Parties with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between such parties other than as expressly set forth herein. No modification or amendment of any provision of this Forbearance Agreement shall in any event be effective, unless the same shall be in writing and duly executed by the parties hereto or thereto and then such modification or amendment shall be effective only in the specific instance and for the purpose for which it was given.
23. The parties hereto acknowledge and accept the terms and conditions of the foregoing.

*[The balance of the page is intentionally left blank]*

**IN WITNESS WHEREOF** each of the parties has executed this Forbearance Agreement on the date first above written.

**WOODINGTON ESTATES INC.**

Per: \_\_\_\_\_  
**JOSEPH CHETTI - President**

I have authority to bind the Corporation.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**JOSEPH CHETTI – Guarantor**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**GAETANO CHETTI**

Acknowledged and agreed to by each Lender, this \_\_\_\_\_ day of June, 2024.

**GOLDY METALS HOLDINGS INC.**

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

I have authority to bind the Corporation

**SCHEDULE A**  
LEGAL DESCRIPTION

PT LTS 1, 2 & 3 CON 4 AS IN RO1284373 EXCEPT PT 1 51R31629 TECUMSETH; S/T  
RO318906; NEW TECUMSETH - PIN # 58170-0498 (LT)

## SCHEDULE B

MORTGAGE STATEMENT OF ARREARS

**GOLDY METALS HOLDINGS INC.**  
**2<sup>nd</sup> mortgage loan to**  
**WOODINGTON ESTATES INC.**  
**on 7110 4th Line, Tottenham, Ontario**

**As of June 25, 2024**

Principal		\$5,500,000.00
Retainer paid for Appraisals		\$25,000.00
Interest on \$5,500,000.00 from October 12 <sup>th</sup> , 2023 to January 15 <sup>th</sup> , 2024		\$160,780.41
Received Jan 15/24 \$250,000.00 - credited \$160,780.41 to interest owing - credited \$60,969.59 to principal reduction - credited \$28,250.00 to lender's legal fees	\$221,750.00	
Interest on \$5,439,030.41 from January 15, 2024 to June 25, 2024 @ \$1,639.16/diem for 161 days		\$263,904.76
2% Deferred Lender Extension Fee - August 2023		\$110,000.00
Deferred Lender Extension Fee - February, 2024		\$25,000.00
Outstanding Legal Fees due Schwartz & Schwartz - as of May/24		\$48,763.77
Credit funds in trust	\$334.59	
<b>TOTAL DUE</b>	<b>\$5,911,363.60</b>	
	\$6,133,448.94	\$6,133,448.94

Per Diem \$1,639.16 from 1PM on June 25, 2024

DATED the 25<sup>th</sup> day of June, 2024.

**GOLDY METALS HOLDINGS INC.**

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

Name: Ken Gold

Title: President

I have authority to bind the Corporation

E. & O. E.

**SCHEDULE C**



# Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND  
REGISTRY  
OFFICE #65

03323-0199 (LT)

PAGE 1 OF 2  
PREPARED FOR Jeffrey01  
ON 2024/05/29 AT 15:49:24

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

PROPERTY DESCRIPTION: PCL 65-1 SEC 65M2862; LT 65 PL 65M2862 ; VAUGHAN, S/T RT FOR 5 YRS FROM THE DATE OF DELIVERY, AS IN LT1318758

PROPERTY REMARKS:

ESSTATE/QUALIFIER:  
FEE SIMPLE  
ABSOLUTE

RECENTLY:  
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:  
1997/04/07

OWNERS' NAMES  
CHETTI, GAETANA

CAPACITY SHARE  
BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/04/07 ON THIS PIN**						
**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1997/04/07**						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
LT760994	1991/06/19	NO SUB AGREEMENT			THE CORPORATION OF THE CITY OF VAUGHAN	C
5M2862	1991/07/29	PLAN SUBDIVISION				C
REMARKS: LT772417						
TR975307	1994/05/16	NOTICE				C
REMARKS: LT760994						
LT1162842	1996/08/09	APL ANNEX REST COV				C
REMARKS: EXPIRED - DELETED 2024/05/14 - C. MURPHY RSO						
YR162787	2002/06/24	TRANSFER	\$2	GAGEVIEW ESTATES INC.	CHETTI, GAETANA	C
REMARKS: CONSENT CITY OF VAUGHAN						
YR41597	2006/06/29	CHARGE	\$1,800,000	CHETTI, GAETANA	J.A. MACFARLANE ENGINEERING COMPANY LIMITED	C
YR850042	2006/07/14	TRANSFER OF CHARGE		J.A. MACFARLANE ENGINEERING COMPANY LIMITED	ROYAL BANK OF CANADA	C
REMARKS: YR41597						
YR905026	2006/11/02	TRANSFER OF CHARGE		ROYAL BANK OF CANADA	J.A. MACFARLANE ENGINEERING COMPANY LIMITED	C
REMARKS: YR850042, YR41597						
YR1459888	2010/03/31	TRANSFER OF CHARGE		J.A. MACFARLANE ENGINEERING COMPANY LIMITED	FCC MORTGAGE ASSOCIATES INC.	C
REMARKS: YR905026.						
YR1460023	2010/03/31	NOTICE	\$2,000,000	CHETTI, GAETANA	FCC MORTGAGE ASSOCIATES INC.	C
REMARKS: YR41597						
YR1573201	2010/11/10	TRANSFER OF CHARGE		FCC MORTGAGE ASSOCIATES INC.	J.A. MACFARLANE ENGINEERING COMPANY LIMITED	C

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

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Ontario ServiceOntario

LAND REGISTRY OFFICE #65  
03323-0199 (LIT)  
PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER  
PAGE 2 OF 2  
PREPARED FOR jeffrey01  
ON 2024/05/29 AT 15:49:24  
\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR1903166	2012/10/25	LIEN	\$134,689	HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		C
REMARKS: YR841997.						
YR2113192	2014/04/04	TRANSFER OF CHARGE		J. A. MACFARLANE ENGINEERING COMPANY LIMITED	1062694 ONTARIO LIMITED	C
REMARKS: YR841997						
YR2365385	2015/10/01	TRANSFER OF CHARGE		1062694 ONTARIO LIMITED	J. A. MACFARLANE ENGINEERING COMPANY LIMITED	C
REMARKS: YR841997.						
YR2648598	2017/04/03	LIEN	\$161,725	HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		C
REMARKS: TAX LIEN						
YR2648616	2017/04/03	LIEN	\$59,681	HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		C
REMARKS: TAX LIEN						
YR3053713	2020/01/08	LIEN	\$32,331	HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		C
REMARKS: TAX LIEN						
YR3053729	2020/01/08	LIEN	\$56,245	HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		C
REMARKS: TAX LIEN						
YR3056263	2020/01/15	LIEN	\$56,245	HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		C
REMARKS: TAX LIEN						

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

**T**

This is **Exhibit “T”** referred to in the  
Affidavit of Kenneth Gold  
sworn remotely before me this  
30<sup>th</sup> day of August, 2024

A handwritten signature in blue ink, appearing to read "Kristin Lee". The signature is written in a cursive style with a horizontal line extending from the end.

---

A Commissioner for Taking Affidavits, etc.



July 26th, 2024

Letter of Intent

RE: First (1st) MORTGAGE ON WOODINGTON LAKE GOLF CLUB, 7110 4TH LINE, TOWN OF NEW TECUMSETH, (TOTTENHAM), ONTARIO, CANADA. PT LTS 1, 2 & 3 CON 4 AS IN RO1284373 EXCEPT PT 1 51R316629 TECUMSETH; S/T RO318906; NEW TECUMSETH

We are pleased to offer you the following letter of intent for your consideration.

---

VALUED AT: \$38,300,000.00 AS IS

LOAN AMOUNT: \$22,000,000.00

BORROWERS(S): Woodington Lake Golf Club

GUARANTOR(S): Mr. Joe Chetti

INTEREST RATE: 8.50%

TERM: One (1) Year, Fully Open After Six (6) Months

MONTHLY PAYMENT: \$155,833.33 per month, Interest Only

CLOSING DATE: TBD - Time is of the essence

FEES: Lender Fee: \$550,000.00 (2.5%)  
 Brokerage Fee: \$440,000.00 (2%)  
 Legal Fees (Estimate):

STANDBY FEE: N/A

CONDITIONS:

- a. Appraisal on the property located at 7110 4th Line, Tottenham ON L0G 1W0 by an appraiser acceptable to the Lender, addressed to the Lender, showing a minimum value of \$38,300,000.00 to be used by the Lender for the purpose of First Mortgage financing. Appraisal to be dated within 30 days from acceptance.
- b. Receipt of current First & Second Mortgage Statement for 7110 4th Line, Tottenham ON L0G 1W0 to show both Mortgages are up to date and in good standing, not to exceed \$12,000,000.00 & \$6,000,000.00 respectively.

Lic #13157  
 210 - 5800 Ambler Drive  
 Mississauga ON L4W 4J4  
 Ph: 416-459-3331; Fx: 416-981-3331



- exceed \$12,000,000.00 & \$6,000,000.00 respectively. Any Mortgage arrears are to be paid in full from the proceeds for this advance.
- c. Receipt of current Property Tax Bill for 7110 4th Line, Tottenham ON L0G 1W0, to show Property Taxes are up to date and in good standing. Any Property tax arrears are to be paid in full from the proceeds of this mortgage.
  - d. Articles of Incorporation
  - e. 2023/2022 Audited Financial Statements
  - f. Jan 2024 - June 2024 (YTD) Corporate Bank Statements
  - g. Confirmation no Corporate Taxes owing
  - h. 2 pieces of Photo ID (Guarantor)
  - i. The Borrower(s) agree to provide such other information and documentation as reasonably requested by the Lender or their Solicitor to further secure their position.
  - j. Any legal fees incurred any the Lender present and future to be paid by the Borrower(s).
  - k. Pay to the Lender their fee of \$550,000.00, should the Borrower(s) be given a Lender signed commitment and fail to close on that commitment if it is comparable to this letter of intent through no fault of the Lender, as pre-estimated of their liquidated damage and interest will accrue at the contract rate.
  - l. The Borrower(s) shall provide a fire insurance policy for the full replacement value of the buildings at 7110 4th Line, Tottenham ON L0G 1W0, with loss payable to the Lender, as the First Mortgagee, containing a standard mortgage clause and rent loss provision, where applicable. Copy of insurance policy or interim binder shall be supplied prior to the advance of funds, to the satisfaction of the Lender and its solicitors.
  - m. A Legal Retainer in the amount of \$1,000.00 to be provided upon Commitment payable to the Lender's Lawyer. This retainer will be applied towards legal fees at closing.

**CONDITIONS PRECEDENT TO FUNDING:**

- a. All security is in place to the satisfaction of the Lender and their Solicitor.
- b. Evidence of satisfactory title to be provided.
- c. Valid Title Insurance Policy to be provided.
- d. Satisfactory review and approval of this Commitment Letter and the security by the Lender's and Borrower(s)' solicitor.
- e. Personal Net Worth, Credit Application and Current Credit Bureau of the Borrower(s) and Guarantor(s) pulled by Westgate Mortgages Inc.
- f. Original Notice of Assessments for the Borrower(s) to be supplied showing no Income Tax Arrears. Any Income Tax Arrears are to be paid from the proceeds of this advance.



- g. Original HST Assessment for the Borrower(s) Company Woodington Lake Golf Club to be supplied showing no HST Arrears. Any HST Arrears are to be paid from the proceeds of this advance.
- h. Property to be inspected by Lender and found suitable for mortgage financing after all requested information is provided and approved.
- i. Anything else that the Lender or their Solicitor may reasonably require before closing, upon review of above.

All costs incurred by either the Borrowers or the Lender including legal, survey, appraisal as well as those others which may be identified as time progresses shall be the responsibility of the borrower and deducted from any advance.

This letter should not be considered a commitment, but only as an indication of our interest (letter of intent).

Yours very truly,

Westgate Mortgages Inc.

A handwritten signature in blue ink, appearing to be "Paul Rai", written over a horizontal line.

Rai, Paul  
Principal Broker

THIS IS A LETTER OF INTENT AND NOT A COMMITMENT TO FUND ACCEPTANCE.

I the undersigned, hereby accept the terms and conditions as set out above.

Dated at VAUGHAN this 26<sup>TH</sup> day of July, 2024

 A handwritten signature in black ink, written over a horizontal line.
 

Woodington Lake Golf Club, Signing Officer

 A handwritten signature in black ink, written over a horizontal line.
 

Joe Chetti

Lic #13157  
210 - 5800 Ambler Drive  
Mississauga ON L4W 4J4  
Ph: 416-459-3331; Fx: 416-981-3331

**MELVYN EISEN, TRUSTEE**  
Applicant

- and - **WOODINGTON ESTATES INC.**  
Respondent

Court File No: CV-24-00725570-00CL

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

Proceeding Commenced at Toronto

**AFFIDAVIT OF KENNETH GOLD**

**GOODMANS LLP**

Barristers & Solicitors  
Bay Adelaide Centre  
333 Bay Street, Suite 3400  
Toronto, ON M5H 2S7

**Tom Friedland** LSO No. 31848L

[tfriedland@goodmans.ca](mailto:tfriedland@goodmans.ca)

Tel: 416.597.4218

**L. Joseph Latham** LSO No. 32326A

[jlatham@goodmans.ca](mailto:jlatham@goodmans.ca)

Tel: 416.597.4211

**Brittini Tee** LSO No. 85001P

[btee@goodmans.ca](mailto:btee@goodmans.ca)

Tel: 416.849.6954

Lawyers for Goldy Metals Holdings Inc.

**MELVYN EISEN, TRUSTEE**

Applicant

- and - **WOODINGTON ESTATES INC.**

Respondent

Court File No: CV-24-00725570-00CL

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

Proceeding Commenced at Toronto

**RESPONDING APPLICATION RECORD  
OF GOLDY METALS HOLDINGS INC.**

**GOODMANS LLP**

Barristers & Solicitors  
Bay Adelaide Centre  
333 Bay Street, Suite 3400  
Toronto, ON M5H 2S7

**Tom Friedland** LSO No. 31848L

[tfriedland@goodmans.ca](mailto:tfriedland@goodmans.ca)

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[jlatham@goodmans.ca](mailto:jlatham@goodmans.ca)

Tel: 416.597.4211

**Brittini Tee** LSO No. 85001P

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Tel: 416.849.6954

Lawyers for Goldy Metals Holdings Inc.