

COURT FILE NO.: CV-24-00000019-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

THE TORONTO-DOMINION BANK

Plaintiff

and

1000108549 ONTARIO INC. AND NOORALLAH NAWROZADA

Defendants

**MOTION RECORD
OF THE PLAINTIFF**

DATED February 23, 2024

KESTENBERG LITIGATION LLP
1600-2300 Yonge Street
Toronto, Ontario M4P 1E4

MICHAEL R. KESTENBERG (16005H)
michael@kestenberglitigation.com
BEVERLY C. JUSKO (31122C)
beverly@kestenberglitigation.com

(416) 549-8077

Lawyers for the Plaintiff

TO: **1000108549 Ontario Inc.**
219 Rorke Avenue
Haileybury, ON P0H 1K0

AND TO: **1000108549 Ontario Inc.**
7263 Second Line West
Mississauga, ON L5W 1M7

AND TO: **Noorallah Nawrozada**
7263 Second Line West
Mississauga, ON L5W 1M7

AND TO: **Syed Fazil Abbas**
15 Petworth Road,
Brampton, ON L6Z 4C5

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TAB 1

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

THE TORONTO-DOMINION BANK

Plaintiff

and

1000108549 ONTARIO INC. AND NOORALLAH NAWROZADA

Defendants

NOTICE OF MOTION

THE Plaintiff will make a motion on March 8, 2024 at 3:00 PM, or as soon after that time, as the motion can be heard, virtually by zoom, coordinates to be provided.

PROPOSED METHOD OF HEARING: The motion is to be heard:

- in writing under subrule 37.12.1 (1) because it is (insert one of on consent, unopposed or made without notice);
- in writing as an opposed motion under subrule 37.12.1 (4);
- in person;
- by telephone conference; or
- by videoconference.

THIS MOTION IS FOR:

1. An order appointing Albert Gelman Inc. (“AGI”) as Receiver, without security, of certain assets, undertakings, and properties of the defendant, 1000108549 Ontario Inc. (the “Company”), substantially in the form of the draft Order attached hereto as Schedule “A”.
2. An order validating service, dispensing and/or abridging the time for service of this Motion, if necessary.
3. Costs on a substantial indemnity basis.
4. such further and other relief as counsel for the Plaintiff may request and this Honourable Court deems just.

GROUNDINGS FOR THE MOTION ARE:

1. 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.
2. Rules 3.02, 16.04 and 41 of the Rules of Civil procedure R.R.O. 1990, Reg 194, as amended.
3. the Plaintiff (the “Bank”) established an operating loan with a credit limit of \$100,000.00 and two term loans totalling \$4,290,000.00 for the benefit of the Company to finance the acquisition of the property municipally known as 219 Rourke Avenue and 456 Albert Street, Haileybury, Ontario, with an Esso gas station, a Country Style Coffee and Subway/ convenience store attached.

4. an appraisal was provided and relied upon by the Bank from Colliers International Realty Advisors Inc. valuing the Property at \$6,960,000.00, as of January 5, 2022.
5. the transaction closed on or about August 26, 2022.
6. as security for the financing, the Bank obtained, amongst other security, the following:
 - i. a collateral mortgage registered on title to the Property as Instrument No.: DT83808 in the sum of \$4,340,000.00 with interest thereon at prime plus 2%;
 - ii. a general security agreement dated April 6, 2022 (the "GSA");
 - iii. an assignment of rents and leases registered August 26, 2022, on title to the Property as Instrument No.: DT83809;
 - iv. an assignment of term deposit and credit balances dated April 6, 2022, in the sum of \$50,000.00;
 - v. an unlimited guarantee from the Defendant, principal Noorallah Nawrozada.
7. There was default under the credit facilities which included the following:
 - vi. frequent account excesses above the overdraft limit;
 - vii. a total of 13 late payments under both term loans;

- viii. despite repeated attempts by the Bank to speak with the principal / guarantor of the Company, there has been no response;
 - ix. a decrease in deposits indicating a downturn in business activity;
 - x. the return of large cheques since mid-December, 2023;
 - xi. an electrical surge which resulted in the gas station being temporarily closed, caused by improper wiring from when the gas station was built. A full rewiring was required to bring the building to code with no indication of the timeline nor cost to remediate; and
 - xii. the Subway is closed and the Country Style coffee is not open full time.
8. On February 1, 2024, the Bank served the Company and the guarantor with Notices of Intention to Enforce Security (“NITES”) pursuant to the Bankruptcy and Insolvency Act.
9. Despite the NITES, the defendants have not issued any payment in response.
10. The defendants have been unable or unwilling to fulfill their obligations.
11. As of February 1, 2024, the sum of \$4,190,705.06 plus interest thereafter and costs is due and owing.
12. Given that the Company operates a gas station, it is just and equitable for a Receiver to be appointed.

13. AGI is a licensed trustee and has consented to the appointment as Receiver of the Company.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE MOTION:

1. the affidavit of Ben Schu sworn February 23, 2024; and
2. such further and other evidence as counsel for the Plaintiff may advise.

DATED February 23, 2024

KESTENBERG LITIGATION LLP
1600-2300 Yonge Street
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AND TO: **Syed Fazil Abbas**
15 Petworth Road,
Brampton, ON L6Z 4C5

SCHEDULE A

ON READING the affidavit of Ben Schu sworn February 23rd, 2024, and the Exhibits thereto and on hearing the submissions of counsel for the Plaintiff, no one else appearing for any other person although duly served as appears from the affidavit of service of _____ sworn February ____, 2024, and on reading the consent of Albert Gelman Inc. to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Albert Gelman Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to

safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a

purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the

environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

12. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming

into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

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

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

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

FUNDING OF THE RECEIVERSHIP

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$200,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the

"Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

SERVICE AND NOTICE

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

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

mail, on the third business day after mailing.

GENERAL

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

25. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

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

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

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

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

The Toronto-Dominion Bank

and

1000108549 Ontario Inc. et al

Court File No.: CV-24-00000019-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**PROCEEDING COMMENCED IN
HAILEYBURY**

ORDER

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Lawyers for the Plaintiff

TAB 2

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

THE TORONTO-DOMINION BANK

Plaintiff

and

1000108549 ONTARIO INC. AND NOORALLAH NAWROZADA

Defendants

AFFIDAVIT OF BEN SCHU
(sworn February 23, 2024)

I, **Ben Schu**, of the city of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am an Account Manager, TD Business Banking with the Toronto-Dominion Bank (the "Bank"), the Plaintiff in this action and as such have knowledge of the matters hereinafter deposed. Where the information is sworn on information and belief, I have stated the source of that information and I believe that information to be true.

2. In or around March 2022, 1000108549 Ontario Inc. (the "Company") sought and obtained financing from the Bank for the acquisition of the property municipally known as 219 Rourke Avenue and 456 Albert Street, Haileybury, Ontario, with an ESSO gas station, a Country Style coffee and Subway / convenience store attached (the "Property"). The Company provided the Bank with an Appraisal from Colliers International Realty Advisors Inc., valuing the Property as of January 5, 2022, at \$6,960,000.00. Attached as **Exhibit "A"** is a true copy of the Appraisal.

THE LOANS

3. By letter agreement dated March 14, 2022, amended August 4, 2022, the Bank agreed to establish various credit facilities for the benefit of the Company (collectively hereinafter referred to as the "Agreement"). The following, amongst others, were the terms of the Agreement:

- a. The Bank would establish two credit facilities for the benefit of the Company;
- b. The first credit facility would be an operating loan with a credit limit of \$100,000.00 with interest thereon at prime plus 2% per year until paid, repayable on demand, to be used for the Company's daily cashflow;
- c. The Bank would establish a term loan for the benefit of the Company to finance the acquisition of the Property in the amount of \$4,290,000.00;
- d. The term loan would be drawn down in two tranches, each tranche representing a separate loan;
- e. The first tranche of the term loan would be for up to \$3,290,000.00 and the second tranche of the term loan would be for up to \$1,000,000.00;
- f. Interest on the term loans would be at the prime rate of interest charged by the Bank from time to time plus 2% per year until paid;
- g. The term loans would be repayable in equal payments of principal and interest, payable monthly;
- h. Monthly payments under the first tranche would be \$31,571.94;
- i. Monthly payments under the second tranche would be \$9,637.76.
- j. The events of default included but were not limited to the non-payment of principal outstanding under the Agreement when due, the non-payment of interest or fees outstanding under the Agreement, non-performance of any terms or conditions of the Agreement, or if a material adverse change occurred in the financial conditions of the business operations of the borrower or guarantor; and
- k. In the event of default under the Agreement, the Bank's expenses in enforcing

its security would be added to the outstanding debt on a substantial indemnity basis.

Attached hereto and marked as **Exhibit “B”** are true copies of the Letter Agreement and the Amending Agreement.

4. The transaction closed on or about August 26, 2022. In accordance with the terms of the Agreement, the credit facilities were established. The first tranche of the term loan was advanced to the Company on August 26, 2022, and the second tranche of the term loan was advanced to the Company on September 27, 2022. The Company began making monthly payments under both term loans in the sum of \$31,571.94 and \$9,637.76 respectively.
5. As security for the credit facilities, the Company provided the Bank with the following:
 - i. General Security Agreement (“GSA”) dated April 6, 2022, attached as **Exhibit “C”**;
 - ii. Collateral mortgage in the sum of \$4,340,000.00 plus interest at prime plus 2%, registered on title to the Property on August 26, 2022, instrument number DT8308, attached as **Exhibit “D”**;
 - iii. Assignment of Rents and Leases registered on title to the Property on August 26, 2022, instrument No. DT83809, attached as **Exhibit “E”**;
 - iv. Assignment of term deposits and credit balances registered in the Company’s name in the sum of \$50,000.00 dated April 6, 2022, attached as **Exhibit “F”**;
 - v. Postponement and assignment of creditors claim executed by the company from 2492029 Ontario Inc., 2516077 Ontario Inc., and 2846256 Ontario Inc., each dated April 6, 2022, attached as **Exhibit “G”**; and
 - vi. Environmental Indemnity Agreement dated April 6, 2022, attached as **Exhibit “H”**;

6. In addition to the above security, an unlimited guarantee was obtained from the principal of the company, Noorallah Nawrozada (“Noor”). Attached as **Exhibit “1”** is a true copy of the unlimited guarantee.

DEFAULT

7. Subsequently, there was default under the terms of the Agreement for the following amongst other reasons:
 - a. There were six late payments under the first term loan and seven late payments under the second term loan;
 - b. There was a decrease in deposits for the October – December 2023 period indicating a downturn in business activity;
 - c. Since November 2023, the Bank noted twenty-nine instances where the operating line was in excess;
 - d. The operating loan limit has been overdrawn since December 27, 2023;
 - e. The Bank has been returning all cheques since mid-December 2023 and the excesses have not been rectified to date;
 - f. The Company has increased the use of its operating line given the excesses, which has caused the average balance of its account to be above the limit of the facility in at least six of the last twelve months;
 - g. I am advised by Siddique Zia (“Zia”), the Bank’s Branch Relationship Manager , that on or about December 26, 2023, Noor notified him that an electrical surge caused the gas station to temporarily close. The surge affected the gas pumps and until fixed the gas station remains temporarily closed. The Company has not been able to rectify

the electrical issues. Zia advised that it was explained to him that the cause of the surge was improper wiring from when the gas station was built, and a full re-wiring is required to bring it up to building code. Moreover, there was no indication of timeline and cost to remediate the issue.

8. Given the default by the Company, on or about January 12, 2024, the loan was assigned to the Financial Restructuring Group with the Bank. I am advised by Zia that since January 15, 2024, he sent emails, text messages and left voice mail messages for Noor to discuss the issues however, to date he has failed to respond. Zia requested several times that Noor contact him to schedule a meeting without any response. By email dated January 25, 2024, Zia asked Noor whether the gas pumps were operating, and the electrical remedial work completed with no response. Attached as **Exhibit "J"** are copies of Zia's emails.
9. I am advised by Zia that on January 26, 2024, he unsuccessfully attempted to contact Noor and the manager of the gas station, Britney. Zia then called the convenience store and spoke with Stephanie who advised that the electricity had been restored. Zia asked Stephanie to have Britney call him. I am advised by Zia that he did not receive a call back from Britney.
10. I am advised by Erica Foster, a branch manager of the Bank in New Liskeard, that she attended at the Property on February 1, 2024, and that the gas pumps were not operating. The employees at the gas station advised Erica that the gas tanks were empty. Erica advised that: (i) the Subway was temporarily closed, (ii) the employees advised that they did not get shipments, (iii) the Country Style was closed at 2 p.m. every day, as per a sign displayed by the gas station; and (iv) only the gas station convenience store that sells items such as chocolate bars and chips was open. Attached as **Exhibit "K"** are copies of Erica Foster's email and pictures.

11. As a result of the default by the Company under the terms of the Agreement, on or about February 1, 2024, the following demands were issued:
- a. Bankruptcy and Insolvency Notice seeking payment in the sum of \$4,190,705.06. Attached as **Exhibit “L”** is a copy of the Notice dated February 1, 2024.
 - b. Demand letter to the Company for the said amount. Attached as **Exhibit “M”** is a copy of the demand letter dated February 1, 2024;
 - c. Demand letter to the Noor as guarantor for the said amount. Attached as **Exhibit “N”** is a copy of the demand letter dated February 1, 2024;
12. On or about February 14, 2024, the Bank engaged Albert Gelman Inc. (‘AGI’) as a consultant for the purpose of reviewing and assessing the assets, financial position, business and operations of the Company and advising the Bank in connection with the Company’s indebtedness to the Bank. Attached as **Exhibit “O”** is a copy of the engagement letter.
13. I am advised by Bryan Gelman, the Managing Director of AGI that an inspector was retained to attend onsite at the Property to observe and report back on its findings. I reviewed an email received from the inspector, Debbie Parkhill who attended at the Property earlier this week and observed the following: (i) there were very few customers coming in and out of the convenience store, (ii) convenience store goods could only be purchased with cash, (iii) the display shelves within the convenience store were either sparse or completely empty of saleable goods, (iv) the Subway and Country Style coffee were closed, (v) there was only diesel gas available at the pumps, (vi) customers complaining to the cashier about the pumps not having gas, that there was no stock on the shelves, and that it was cash only, (vii) responses from the cashier to customers (or potential customers) responded that she knew and had heard similar complaints before, (viii) following correspondence with the cashier regarding the Subway, the cashier advised that she did not know what they were doing, (ix)

signs in the windows advising customers that the Subway and Country Style coffee were closed, and that the convenience store was cash only. Attached as **Exhibit “P”** are true copies of pictures taken by Debbie Parkhill.

14. I have reviewed a further email received from Debbie Parkhill, where she advised that she went back into the convenience store, there was a different employee who advised that she was terminating her employment because she found a job elsewhere, that the owner had attended the Property once in 1 ½ years and there was no communication with the owner. Attached as **Exhibit “Q”** is a copy of the further email received from Debbie Parkhill.

15. It appears that but for the convenience store, which is sparsely stocked with saleable goods and operating cash only, the rest of the amenities on the Property remain closed. Despite repeated attempts to contact Noor, he has failed to respond. Given the above, and that there has been no communication from Noor since in or around early January, there are safety and vandalism concerns.

16. In addition, the Bank’s security is being jeopardized as the gas station remains closed. If the convenience store is somewhat operating, then the Bank would like to collect the rents if rent is being paid.

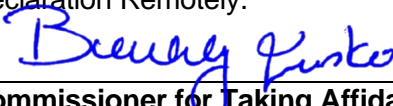
17. Given the above, the nature of the Company’s business which is a gas station, which raises environmental concerns, the Bank would like to appoint AGI as Receiver, without security, of certain assets, undertakings, and properties of the Company. AGI is a licensed insolvency trustee and has consented to the appointment as Receiver of the Company. Attached as **Exhibit “R”** is a copy of the Consent.

18. A subsearch of the Property was conducted on February 21, 2024, which revealed that the only other encumbrance on title to the Property is a subsequent mortgage for \$250,000.00, in favour of Syed Fazil Abbas. Attached as **Exhibit “S”** is a copy of the parcel register and

charge registered on August 18, 2023, as instrument number DT88421.

19. This Affidavit is sworn in support of a motion for the appointment of AGI as Receiver.

SWORN remotely by BEN SCHU at Toronto before me at Toronto, on the ____ day of February 2024, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

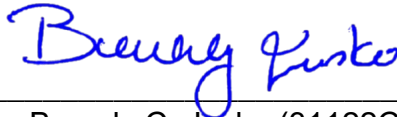


**Commissioner for Taking Affidavits
Beverly C. Jusko (31122C)**

Ben Schu

BEN SCHU

This is Exhibit "A" referred to in the
Affidavit of **BEN SCHU** sworn before me, this
23rd day of February, 2024



Beverly C. Jusko (31122C)

A Commissioner for Taking Affidavits



Narrative Appraisal

Gas Station & C-Store

219 Rorke Avenue & 456 Albert Street

Haileybury, Ontario

Effective Date: January 5, 2022

Report Date: January 18, 2022

Prepared For

Noorallah Narozada
To be Incorporated

Prepared By

Hadley Duncan, AACI, P. App
Executive Director, Toronto West
Valuation & Advisory Services



Our File: TOW210761

January 18, 2022

To be Incorporated
219 Rorke Avenue & 456 Albert Street,
Haileybury, Ontario

Attention: Noorallah Narozada

**Re: Appraisal of Gas Station & C-Store
219 Rorke Avenue & 456 Albert Street, Haileybury, Ontario**

In accordance with your request, we have carried out an analysis of the above mentioned property in order to estimate its current market value as is. Based on our investigations, it is our opinion that the current market value as is of the leased fee interest in the Subject Property, as of January 5, 2022, is estimated to be as follows:

VALUE TYPE	INTEREST APPRAISED	DATE OF VALUE	VALUE
Current Market Value As-Is	Leased Fee	January 5, 2022	\$6,960,000

The above value estimate is based on an exposure period of 12 months or less, assuming the basis of a transaction involving cash to the vendor, and is in conjunction with the Assumptions and Limiting Conditions stated within this appraisal. Of particular note are the Extraordinary Limiting Conditions and Extraordinary Assumptions outlined within the Terms of Reference section.

This report describes the methods and approaches to value in support of the above conclusion, and contains the pertinent data gathered in our investigation of the market.

Should you have any questions, we would be pleased to discuss the valuation further.

Yours very truly,

COLLIERS INTERNATIONAL REALTY ADVISORS INC.

A handwritten signature in black ink, appearing to read "Hadley Duncan", written over a light blue horizontal line.

Hadley Duncan, AACI, P. App
Executive Director, Toronto West

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Executive Summary

Gas Station & C-Store
219 Rorke Avenue & 456 Albert Street
Haileybury, Ontario

Final Value Estimate
\$6,960,000

PROPERTY INFORMATION		OCCUPANCY INFORMATION	
Property Type	Retail / Gas Station & C-Store	Size (SF)	3,237
Year Built	2020	Occupied (100.0%)	3,237
Quality / Condition	Good / Good	Vacancy (0.0%)	0
District			
Access	Good	Number of Tenants	2
Frontage	677 Feet	Site Area (acres)	0.87
Land Use/Zoning	C2 & R3 (Highway Commercial & Medium Density Residential)	Density	0.09
		Excess Density	None

VALUE CONCLUSION		VALUATION SUMMARY	
Final Value Estimate	\$6,960,000	Direct Comparison Approach	\$6,470,000
Effective Date	January 5, 2022	Income Approach	
Value per SF	\$2,150	Direct Income Capitalization	\$6,930,000
Going-In Capitalization Rate	12.44%	Land Value (as vacant)	\$30,000

DIRECT INCOME CAPITALIZATION		DIRECT COMPARISON APPROACH	
Market Rent	N/A	Concluded Unit Value/SF	\$2,000
Stabilized Net Operating Income	\$865,662	Initial Value	\$6,470,000
NOI per SF	\$267.43	Adjustments	<u>\$0</u>
Vacancy Allowance	5.00%	Adjusted Value	\$6,470,000
Structural / Contingency	5.00%	Value per SF	\$1,999
Overall Capitalization Rate	12.50%		
Initial Value	\$6,930,000		
Adjustments	<u>\$0</u>		
Adjusted Value	\$6,930,000		
Value per SF	\$2,141		

DIRECT COMPARISON APPROACH - 456 ALBERT STREET	
Site Size (Acres)	0.30
Concluded \$/Acre	\$90,000
Initial Value	\$30,000

The above value estimate is in conjunction with the Assumptions and Limiting Conditions stated within this appraisal. Of particular note are the Extraordinary Limiting Conditions and Extraordinary Assumptions outlined within the Terms of Reference section.

Investment Sales

Index No.	Property Name Property Address	Year Built Size (SF) Site Area (SF)	Sale Date Analysis Price Analysis Price / SF	NOI NOI / SF SOCR
1	Gas Station & Retail 8906 Wellington Road Erin, ON	2007 8,400 49,833	4-Oct-21 \$4,790,000 \$570	\$447,916 \$53.32 9.35%
2	Gas Station & Retail 17551 Woodbine Ave East Gwillimbury, ON	1994 3,022 137,127	16-Sep-21 \$7,113,000 \$2,354	\$590,415 \$195.37 8.30%
3	Gas Station & Retail 1521 Charleston Road Caledon, ON	1971 8,450 43,516	4-Nov-20 \$3,230,000 \$382	\$319,800 \$37.85 9.90%
4	Gas Station & Retail 311 Brock Road South Puslinch, ON	1972 1,838 31,799	11-Apr-18 \$5,825,000 \$3,169	\$692,000 \$376.50 11.88%
5	Gas Station & Retail 9101 Highway 11 South Huntsville, ON	1963 5,669 693,475	22-Dec-17 \$2,900,000 \$512	\$273,000 \$48.16 9.41%

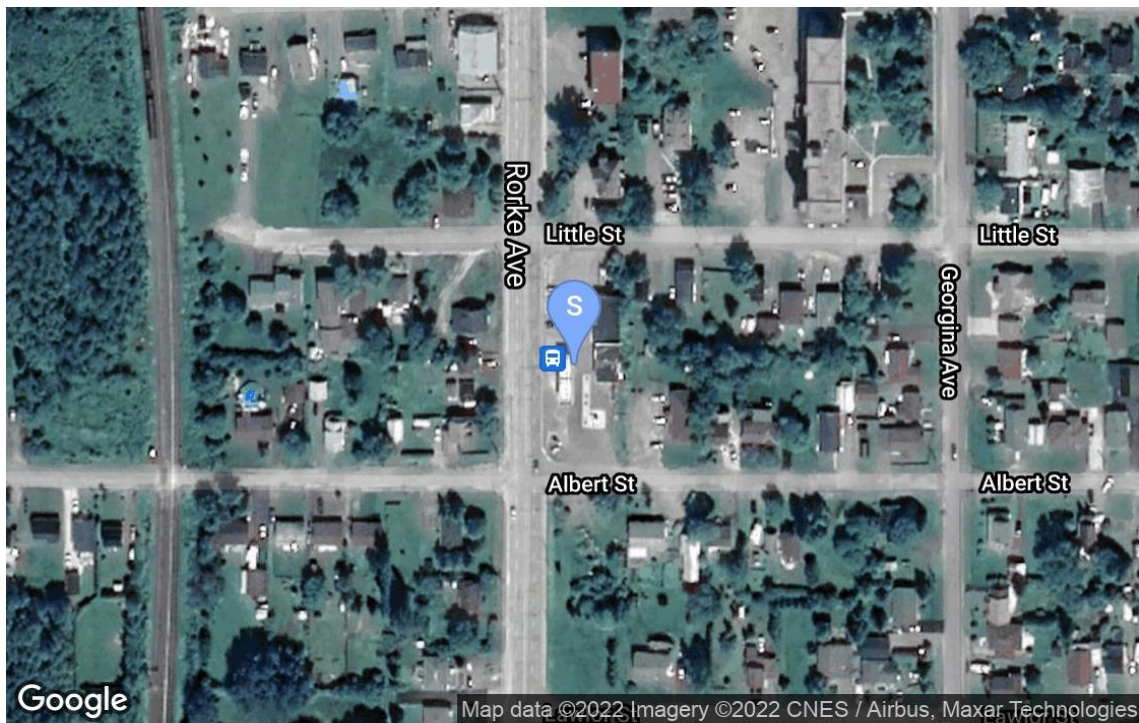
Direct Comparison Approach Sales

Index No.	Property Name Property Address	Year Built Size (SF) Site Area (SF)	Sale Date Analysis Price Analysis Price / SF
1	Gas Station & C-Store 2 Ottawa Street West Havelock, ON	1972 4,265 21,216	26-Apr-21 \$4,500,000 \$1,055
2	Shell Branded Gas Bar 315 Brock Road South Puslinch, ON	2016 2,884 32,931	2-Dec-20 \$5,690,000 \$1,973
3	Retail Property 19100 Highway No. 12 Scugog, ON	2019 2,200 331,666	21-Apr-20 \$7,600,000 \$3,455
4	Going Concern Gas Bar 4509 London Line Plympton-Wyoming, ON	1952 1,500 37,243	17-Dec-19 \$1,500,000 \$1,000
5	Going Concern Gas Bar 1498 Plank Road Sarnia, ON	2005 1,450 21,984	4-Nov-19 \$2,800,000 \$1,931

General Location Map



Aerial Photograph



Photographs of Subject Property



View looking at Subject property



View looking north at Subject property from Albert Street



Gas Canopy Area



Convenience Store Entrance



Country Style Coffee & Subway



Inside Convenience Store

Photographs of Subject Property (continued)



View of 456 Albert Street



View of 456 Albert Street



View of 456 Albert Street

Terms of Reference

Client and Intended User

To be Incorporated is the Client of this appraisal, and Noorallah Narozada (to be incorporated) is the Intended User.

Purpose and Intended Use of Report

The purpose of this valuation is to estimate the current market value as is of the Subject Property described.

This appraisal is provided on a confidential basis and for the sole and exclusive use by To be Incorporated and any other Intended User specifically identified for financing only and any third party use of or reliance on this Appraisal Report or any materials prepared by Colliers International Realty Advisors Inc. (Colliers), is strictly prohibited, except to the extent that Colliers has provided prior permission in writing, such permission to be provided or withheld in Colliers's sole and exclusive discretion. In the event that Colliers has not provided said permission To be Incorporated shall ensure and be responsible for notifying the third party in writing that it should not rely on the Appraisal Report and any use by such third party of the Appraisal Report or any materials prepared by Colliers shall be at its own risk and that Colliers makes no representations or warranties of any kind. Notwithstanding anything to the contrary, Colliers shall not owe any duty to any third party with respect to the Appraisal Report.

The appraisal report must be used in its entirety and any reliance on any portion of the appraisal report independent of others may lead to erroneous conclusions.

Indemnification and Limitation of Liability

To be Incorporated shall indemnify, defend and hold Colliers fully harmless from and against any and all claims, liabilities, damages, costs and expenses (including court costs and reasonable legal fees) resulting from or arising out of the Client's breach of the professional service agreement relating to the Appraisal Report, wrongful acts or omissions (including any failure to perform any duty imposed by law), misrepresentation, distortion or failure to provide complete and accurate information, or any unauthorized use or reliance by third parties on the Appraisal Report or any materials prepared by Colliers. Except for To be Incorporated's indemnification obligations, neither party shall be liable to the other party for any special, consequential, punitive or incidental damages of any kind whatsoever. Moreover, to the maximum extent permitted by law, Colliers' total liability for any losses, claims or damages arising out of or connecting or relating to this agreement (under any applicable theory of law) shall be limited in the aggregate to the total sum of fees and costs received by Colliers from To be Incorporated for the applicable subject report(s).

Property Rights

The property rights appraised are those of the Leased Fee (Fee Simple subject to Leases in Place) Interest. The Leased Fee Interest refers to an ownership interest held by the lessor, which includes the right to the contract rent specified in the lease plus the reversionary right when the lease expires.

Effective Date

The effective date of this valuation is January 5, 2022.

This Appraisal Report is prepared in the context of the market conditions and other factors (including assumptions and/or materials provided by parties and sources outside of the control of Colliers Realty Advisors Inc.) prevailing as of the effective date. Real estate markets and assets are subject to significant



volatility and change; and can be affected by numerous economic and political conditions as well as other conditions. The value contained (if any) in this Appraisal Report is made as of the effective date only and should not be relied on as of any other date without receiving prior written authorization from Colliers.

Property Inspection

The following table illustrates the Colliers professionals involved with this appraisal report, and their status with respect to the property inspection.

Due to the Coronavirus pandemic, local health authorities are strongly advising (or mandating) limited exposure to or contact with other people. Entering properties for inspection purposes is contrary to local health authority advice and is not possible at this time. This appraisal assignment was completed without physical access to the interior/exterior of this property. Property details have been identified and collected through other means as noted in this report.

SUBJECT PROPERTY INSPECTION			
APPRAISER	INSPECTED	EXTENT	DATE OF INSPECTION
Hadley Duncan, AACI, P. App	No	-	-

Market Value Definition

For the purposes of this valuation, market value is defined as:

"The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and the seller each acting prudently, knowledgeably, and for self-interest, assuming that neither is under duress."

(The Appraisal Institute of Canada "Canadian Uniform Standards of Professional Appraisal Practice". 2020 ed., p. 10)

Exposure Time

An estimate of market value is related to the concept of reasonable exposure time. Exposure time is defined as:

"The estimated length of time the property interest being appraised would have been offered on the market before the hypothetical consummation of a sale at the estimated value on the Effective Date of the appraisal."

(The Appraisal Institute of Canada "Canadian Uniform Standards of Professional Appraisal Practice". 2020 ed., p. 6)

Exposure Time is a retrospective function of asking price, property type, and past market conditions and encompasses not only adequate, sufficient and reasonable time, but also adequate, sufficient and reasonable marketing effort. Exposure time is a necessary element of a market value definition but is not a prediction of a specific date of sale.

In practice, the exposure time assumes the following:

- The property was extensively marketed. Potential purchasers could inspect the property at will.
- The owner provided interested agents with any and all relevant property information.
- Negotiations of any offers to purchase were performed in a timely manner.
- The property was maintained at a physical status equivalent to its present condition.
- Market level financing was readily available.

- The seller was not under duress.

Ongoing discussions with agents familiar with the market have indicated that properties like the Subject Property typically require a marketing period of 12 months or less depending on a variety of factors including its location, vacancy levels, tenant quality, size, market conditions, and motivation of the vendor/purchaser. In consideration of these factors, it is concluded that for the Subject property to sell at the market value estimated as of the effective date of this report, an exposure period of approximately 12 months or less would be required.

Scope of the Valuation

This report has been written in a Narrative format, and complies with the reporting requirements set forth under the Canadian Uniform Standards of Professional Appraisal Practice. As such, all relevant material is provided in this report including the discussion of appropriate data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Additional supporting documentation concerning the data, reasoning, and analyses are retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated.

During the course of preparing this valuation, the following was completed:

- Property inspection details are indicated previously within the Terms of Reference section of this report.
- No lease review or audit was conducted. This valuation has been prepared on the basis of summary financial and operating data provided directly to us by our client or their designated agents, in either hard copy or electronic form or both. It is assumed that this information, and specifically that relating to the financial performance of the Subject Property described, is accurate. This assumption is critical to the value estimate contained and the authors of this report, and Colliers reserve the right to amend our estimate(s) in whole or in part should the foregoing not be the case.
- A review has been completed of available data regarding the local market.
- Verification of current land use and zoning regulations has been undertaken. Municipal and neighbourhood information, including tax information, were sourced as noted below and verified where appropriate and possible. Site area and dimensions are from information obtained from the GeoWarehouse. Should further confirmation of site size and dimensions be required, a legal survey should be commissioned.
- A review of sales and listing data on comparable properties has been undertaken. Comparable market information was obtained from our information database and local real estate professionals knowledgeable in the Haileybury real estate market. It was confirmed, when appropriate, with public information at the GeoWarehouse or the parties involved when there was reason to doubt its accuracy.
- Discussions have been held with market participants where applicable.

SOURCES OF INFORMATION	
ITEM	SOURCE
Assessment / Tax Information	MPAC / Client Supplied Information
Zoning Information	City of Temiskaming Shores
Official Plan Information	City of Temiskaming Shores
Site Size Information	GeoWarehouse
Building Size Information	Client Supplied Information
Demographics	PinPoint
Comparable Information	RealNet, RealTrack and Toronto Region Real Estate Board (TRREB)
Legal Description	GeoWarehouse
Income/Expense Statements	Client Supplied Information

Colliers cannot be held liable for any errors in the information that was provided by Noorallah Narozada of To be Incorporated or by third parties. The Appraisal Report must be used in its entirety and any reliance on any portion of the appraisal report independent of others may lead to erroneous conclusions.

Ordinary Assumptions and Limiting Conditions

This report is subject to the Ordinary Assumptions and Limiting Conditions set forth within the Appendix to this appraisal in addition to any specific assumptions that may be stated in the body of the report. These conditions are critical to the value stated and should be thoroughly read and understood before any reliance on this report should be considered.

Extraordinary Limiting Conditions

An Extraordinary Limiting Condition refers to a necessary modification to, or exclusion of, a Standard Rule which may diminish the reliability of the report.

The following Extraordinary Limiting Conditions have been invoked within this report:

The Cost Approach has been excluded in this valuation, due to a lack of available data upon which to rely in reaching value conclusions.

No title search has been completed for this appraisal.

Due to the Coronavirus pandemic, local health authorities are strongly advising (or mandating) limited exposure to or contact with other people. Entering properties for inspection purposes is contrary to local health authority advice and is not possible at this time. This appraisal assignment was completed without physical access to the interior/exterior of this property. Property details have been identified and collected through other means as noted in this report.

As of the date of this report Canada and the Global Community is experiencing unprecedented measures undertaken by various levels of government to curtail health related impacts of the Covid-19 Pandemic. The duration of this event is not known. While there is potential for negative impact with respect to micro and macro-economic sectors, as well as upon various real estate markets, it is not possible to predict such impact at present, or the impact of current and future government countermeasures. There is some risk that the Covid-19 Pandemic increases the likelihood of a global recession, however without knowledge of further anticipated government countermeasures at the national and global levels it is not possible to predict any impact at this point in time. Accordingly, this point-in-time valuation assumes the continuation of current market conditions, and that current longer-term market conditions remain unchanged. Given the market

uncertainties of the Covid-19 pandemic, a force majeure event, we reserve the right to revise the value estimation set out in this report for a fee, with an update appraisal report under a separate appraisal engagement, incorporating market information available at that time.

Extraordinary Assumptions

An Extraordinary Assumption is an assumption, directly related to a specific assignment, which, if found to be false, could materially alter the opinions or conclusions. Extraordinary Assumptions presume as fact otherwise uncertain information about or anticipated changes in the physical, legal or economic characteristics of the subject property, or about conditions external to the subject property such as market conditions or trends, or the integrity of data used in the analysis.

The following Extraordinary Assumptions have been invoked within this report:

We have relied on information provided to us by our client or their designated agents with respect to the status of the tenancy and their contractual rights and obligations, and financial data relating to the income and expenses associated with the Subject Property's operations, as well as the physical attributes of the Subject Property and environmental condition of the site, including any required capital expenditures. The assumptions stated are critical to the value estimate contained and the authors of this report and Colliers reserve the right to amend our estimates should any of these assumptions be altered in whole or in part.

We have not undertaken a detailed soil analysis, and as we are not qualified to comment on soil conditions, we have assumed that there are no contaminants affecting the site. However, a full environmental assessment would be required for certainty and any cost of remedy could potentially impact the reported value conclusion. The sub-soil is assumed to be similar to other lands in the area and suitable in drainage qualities and load bearing capacity to support the existing development.

Because of the inability to access and view the interior/exterior of this property, information and details concerning the interior/exterior finishing, quality and condition are taken from sources deemed reliable. If any of these details are subsequently determined to be inaccurate, the appraiser reserves the right to amend the appraisal and the value herein.

With the exception of the foregoing, there have been no other Extraordinary Assumptions employed in the preparation of this appraisal or report.

Hypothetical Conditions

Hypothetical Conditions are a specific type of an Extraordinary Assumption that presumes, as fact, simulated but untrue information about physical, legal or economic characteristics of the subject property or external conditions, and are imposed for purposes of reasonable analysis.

No Hypothetical Conditions have been invoked within this report.

Assemblage

When relevant to the assignment, CUSPAP requires that assemblage must be considered and analyzed as to the effect on value. In the instance of the Subject Property, assemblage is not considered to be a relevant factor, and therefore no analysis is deemed necessary.



Anticipated Public or Private Improvements

When relevant to the assignment, CUSPAP requires that anticipated public or private improvements must be considered and analyzed as to the effect on value. In the instance of the Subject Property, public or private improvements are not considered to be a relevant factor, and therefore no analysis is deemed necessary.

Personal Property

When relevant to the assignment, CUSPAP requires that personal property must be considered and analyzed as to the effect on value. In the instance of the Subject Property, personal property is not considered to be a relevant factor, and therefore no analysis is deemed necessary.

Property Data

Municipal Address

The Subject Property is municipally described as 219 Rorke Avenue & 456 Albert Street, Haileybury, Ontario.

Legal Description

The Subject Property's legal description is as follows:

P.I.N.	Legal Description
613520137	PCL 12613 SEC SST; LT 95-99 PL M48NB BUCKE; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING
613520155	PCL 23350 SEC SST; PT LT 188 PL M48NB BUCKE; PT LT 189 PL M48NB BUCKE; PT LT 190 PL M48NB BUCKE PT 1 54R3008; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING

Current Ownership

Available data indicates the following ownership information:

REGISTERED OWNER	SOURCE OF TITLE INFORMATION
2634189 Ontario Inc.	GeoWarehouse

Ownership History

Ownership of the Subject Property last transferred on March 1, 2019. According to the information available, the current owner, 2634189 Ontario Inc., acquired the Subject Property from Mike's One Stop Inc. for the reported consideration of \$1,000,000. This transaction is understood to have occurred at arm's length.

There have been no other transfers of the Subject Property within the past three years.

Current Contracts and Recent Activity

There is a pending Purchase and Sale Agreement for the Subject property between 2634189 Ontario Inc. (Grantor) and Noorallah Narozada to be incorporated (Grantee), dated January 31, 2022, in the amount of \$6,600,000. The anticipated closing date was March 31, 2022.

Title Encumbrances

For the purposes of this analysis, the instruments registered against the title(s) to the Subject Property are assumed not to have a significant effect on the Subject Property's marketability or its market value. For greater certainty a legal opinion should be solicited for a full explanation of the effects of these encumbrances. The Subject Property has been valued as if free and clear of any financing. A copy of the Subject Property GeoWarehouse Report has been included in the Appendix for further reference.

Realty Taxes / Assessment

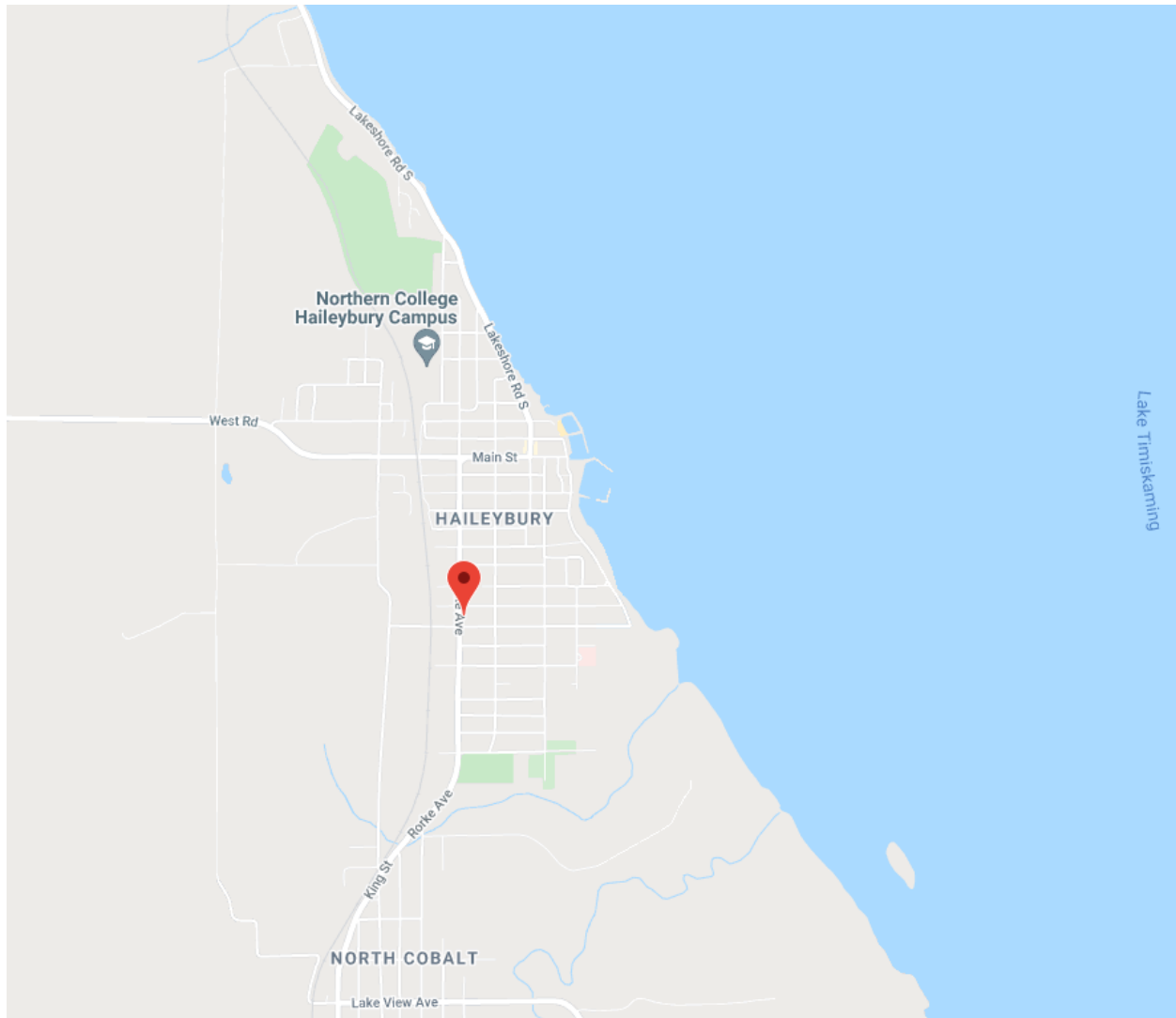
The current realty tax and assessment information for the Subject Property is summarized as follows:



ASSESSMENT & TAXES		
ROLL NO	TOTAL 2022 ASSESSMENT	TOTAL ASSESSMENT PER SF
5418030005103000000	\$395,000	\$122.03
5418030005140000000	\$25,500	\$7.88

Relative to the value estimate in this report, the above assessment appears to be reasonable. Notwithstanding, this, we recommend a full review be conducted on the assessment to ensure both equity and accuracy.

Location Overview



The subject property is located in the Town of Haileybury in the district of Timiskaming. The subject is situated on the east side of Rorke Avenue, south of Little Avenue and north of Albert Street. The immediate area surrounding the subject are predominantly residential uses in nature.

Adjacent Districts:

- North: Temiskaming Shores
- South: North Cobalt
- East: Lake Timiskaming
- West: Rural Haileybury

Adjacent Land Uses:

North: Residential
South: Residential
East: Residential
West: Residential

Major Arterials & Access

Access: Average
Arterials: Rorke Avenue and West Road
Highways: Highway 11

Summary

Overall access to the Subject property is considered to be average. The Subject parcel is located approximately 7 kilometres east of a major arterial route, Highway 11.

Site Description



Site Area and Density		Site Characteristics	
Area	0.87 acres (37,889 square feet)	Access	Good
Site Coverage Ratio	8.54%	Exposure	Good
Excess Density	Yes, located at 456 Albert Street	Services	Fully serviced
Configuration	Rectangular	Topography	Level and at street grade

General Comments

We have not undertaken a detailed soil analysis, and as we are not qualified to comment on soil conditions, we have assumed that there are no contaminants affecting the site. However, a full environmental assessment would be required for certainty, and any cost of remedy could potentially impact the value conclusions contained herein. The sub-soil is assumed to be similar to other lands in the area and suitable in drainage qualities and load bearing capacity to support the existing development.



Street Improvements

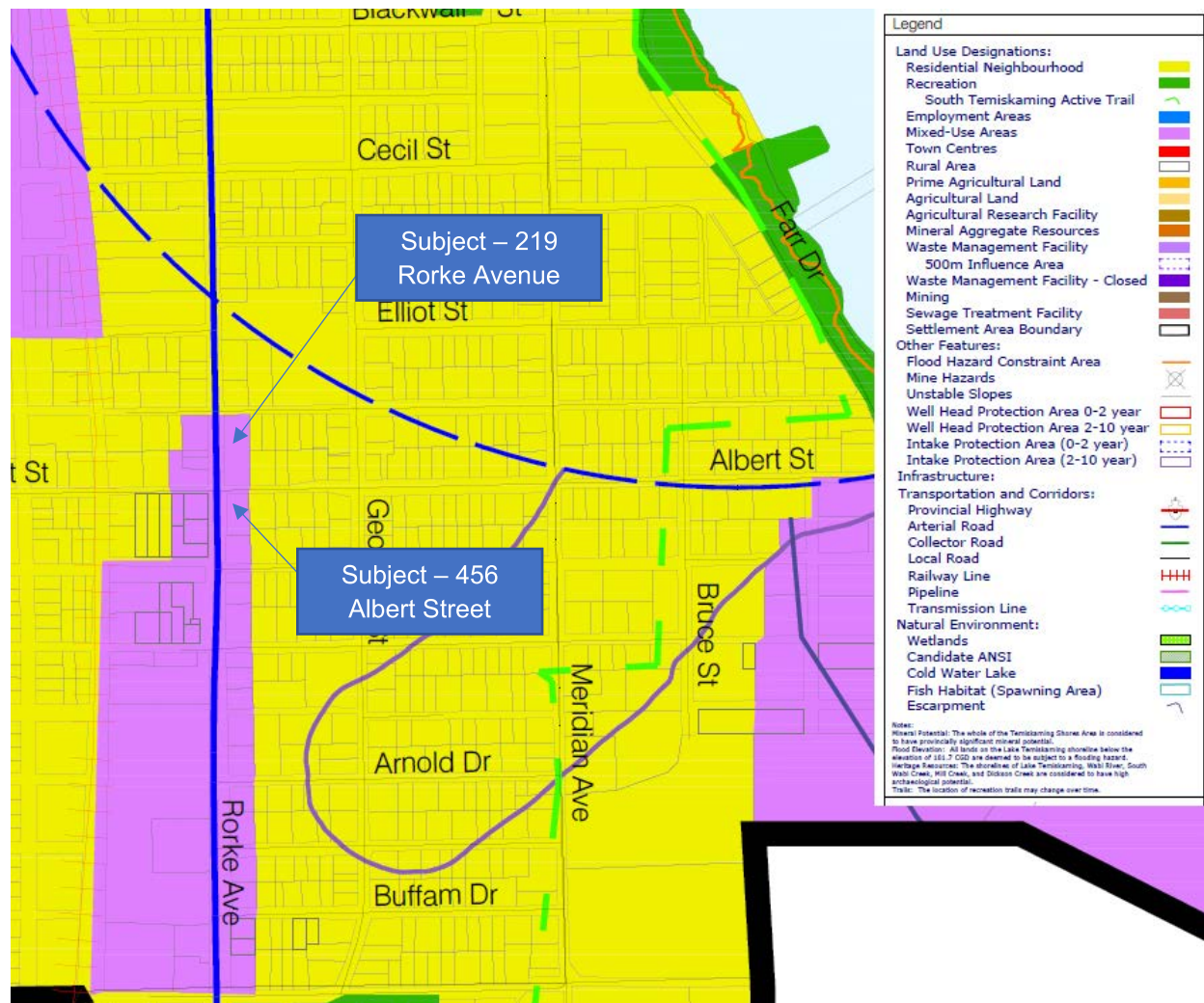
Street	Frontage	Direction	No. Lanes	Street Type	Curbs	Sidewalks	Streetsights	Center Lane	Gutters
Rorke Avenue	477 Feet	Two-Way	Four-Lane	Minor Arterial	✓	✓		✓	
Little Street	100 Feet	Two-Way	Two-Lane	Connector Street				✓	
Albert Street	100 Feet	Two-Way	Two-Lane	Connector Street				✓	

Demographics

DEMOGRAPHICS AND STATISTICS

Traffic Count	2,650 vehicles/day along King Street (2016) & 6,200 vehicles/day along Highway 11 (2016)	
Population	1 km radius	1,924
	3 km radius	3,386
	5 km radius	3,966
Average Household Income	1 km radius	\$65,310
	3 km radius	\$71,534
	5 km radius	\$73,972

Land Use Controls



An Official Plan (or OP as it is sometimes called) is a policy document that guides the short-term and long-term development in your community. It applies to all lands within the municipal boundary and the policies within it provide direction for the size and location of land uses, provision of municipal services and facilities, and preparation of regulatory bylaws to control the development and use of land.

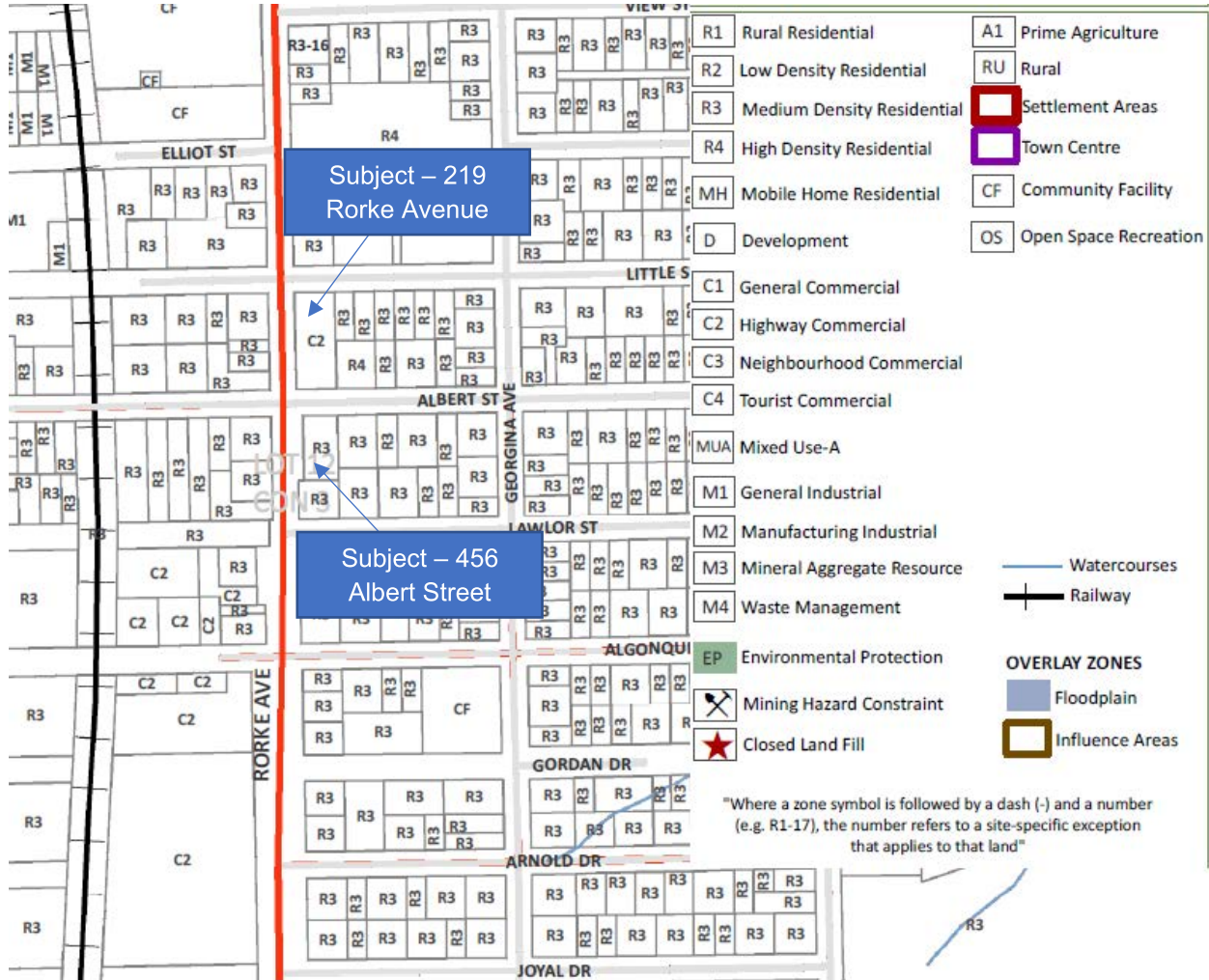
According to the City of Temiskaming Shores Official Plan, the current land use of the Subject property is designated as a Mixed Use Areas.

Zoning

Zoning bylaws typically establish ranges of permitted and discretionary uses, in addition to development restrictions including such factors as maximum building heights, allowable densities, setback requirements, parking and loading limitations, signage restrictions and other items.

According to the City of Temiskaming Shores Zoning By-law 2017-154, the Subject Property is currently classified C2 & R3 (Highway Commercial & Medium Density Residential). An excerpt from the zoning bylaw is included in the appendices to this report.

City of Haileybury Zoning Map Excerpt



A zoning summary and a listing of pertinent zoning requirements are presented below:

ZONING SUMMARY	
Municipality Governing Zoning	City of Temiskaming Shores
Zoning Bylaw Number	2017-154
Current Zoning	Highway Commercial & Medium Density Residential (C2 & R3)
Permitted Uses	A list of permitted uses can be found in the addendum at the end of the report.
Current Use	Gas Station & C-Store
Is Current Use Legally Permitted?	Yes
Zoning Change	Not Likely

ZONING REQUIREMENTS

Conforming Use

The existing improvements represent a conforming use within this zone.

Source: City of Temiskaming Shores

Land Use Conclusions

Detailed zoning studies are typically performed by a zoning or land use expert, including attorneys, land use planners, or architects. The depth of analysis presented correlates directly with the scope of this assignment, and it considers all pertinent issues that have been discovered through our due diligence. Please note that this appraisal is not intended to be a detailed determination of compliance, as that determination is beyond the scope of this real estate appraisal assignment.

Based on our interpretation of the applicable land use/zoning bylaw, the property use appears to reflect a legally permitted conforming use. However, the authors are not technically qualified to confirm zoning compliance, and for greater certainty in this regard, written confirmation from the municipality and/or a qualified legal opinion should be obtained.

Description of the Improvements



Property Type	Retail / Gas Station & C-Store		
No. of Stories	One Story		
No. of Buildings	One Building		
Size	Convenience Store	1,386 SF	
	Subway & Country Style Units	<u>1,851 SF</u>	
	Net Rentable Area	3,237 SF	*does not include the gas canopy area of approximately 1,750 SF.

Year Built	The improvements to the subject were originally constructed in 1999, 2012, 2020 & 2021.
Quality & Condition	The property represents good quality construction in good overall condition.
Foundation	The building exhibits concrete block foundations.
Superstructure	The superstructure of the building comprises a concrete encased structural steel framework.
Floor Structure	Floor structures comprise concrete slab on grade over compacted granular base.
Clear Height	The building exhibits clear ceiling heights of approximately 0 Feet or 0 to 0 Feet.
Exterior Walls	Exterior walls are finished with metal cladding.
Roof	The roof was not inspected. No leaks were observed/reported.
Pedestrian Access / Connections	Pedestrian access/connections to the property comprise ground level entrances.
Windows / Doors	Exterior windows and doors consist of commercial grade double paned glass units in modern aluminium frames.
Interior Finishing	The interior(s) have been demised to accommodate the specific needs of each tenant.
Heating / Cooling	Heating and air conditioning are provided throughout the building by roof-top HVAC units.
Electrical	Electrical service to the building is assumed to be adequate for the needs of its occupants.
Lighting	Lighting throughout the building consists of fluorescent fixtures.
Parking	The Subject property has on-site parking.
Site Improvements	There are three 'Gilbarco 500 Series' dispensers located under canopy cover. Two dispensers are gasoline only units offering three grades of retail fuel, one offering both three grades of retail gasoline and diesel fuel. A satellite 'Gilbarco 500 Series' diesel dispenser is located to the south end of the site, not under canopy cover. All dispensers have the latest pay at the pump technology including 'chip and pin' technology.

Two new underground double wall fibreglass storage tanks are installed with the following capacities: Regular Gasoline , 1 tank, 75,000 litres; Premium Gasoline, 1 split tank, 25,000 litres and Diesel Fuel, 1 split tank, 25,000 litres for a total of 2 tanks, 125,000 litres.

Design and Functionality

The building exhibits good design and functionality characteristics.

Age / Life Analysis

Subject to the above description and the comments below, the following is a summary age / life analysis.

Actual Age	23 years
Effective Age	23 years
Economic Life	60 years
Remaining Economic Life	37 years

The above Age/Life Analysis pertains to the economic viability of the Subject property in its current state, being the object of professional property management and proactive repairs and maintenance, with regularly scheduled capital expenditures occurring. The Remaining Economic Life does not necessarily represent the remaining physical viability of the existing improvements.

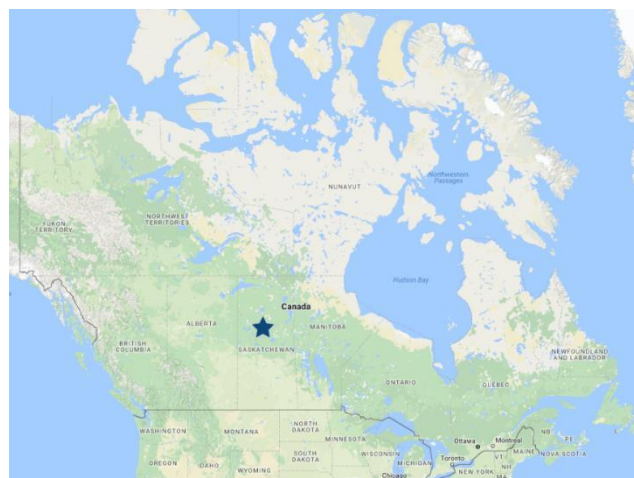
Comments

The property is in good overall condition and free from any visible deferred maintenance that would significantly impact the property's market value or its marketability. However, no building condition reports were provided to the writer. It is assumed for the purposes of this report that all mechanical equipment is in adequate working condition, has been maintained in a professional manner, and that no atypical capital expenses are required.

Market Overview

Economic Overview – Canada

Canada has the world's 38th largest population and the world's second largest land mass. The country's population is dispersed among 10 provinces and 3 territories with nearly 90% of its people living within 160 kilometers of the United States border. Canada consistently receives a top fifteen Human Development Index ranking and a top twenty ranking for GDP (nominal) per capita.



Canada's economy consistently receives a top twelve world ranking. International trade makes up a large part of Canada's economy, with the United States as its largest trading partner followed by the European Union and China. Key Canadian exports include petroleum, automobiles and auto parts, precious metals, machinery including computers, wood, electrical machinery, aircraft and spacecraft, pharmaceuticals and aluminum. More recently, Canada's high knowledge industries of manufacturing, business services, engineering and computer and management services have received a top ten global knowledge economy ranking from the World Bank Institute.

Canada						
Economic Indicators	2019	2020	2021	2022	2023	2024
Real GDP (2012 \$ millions)	2,102,304	1,989,948	2,095,555	2,169,530	2,198,452	2,235,581
<i>percentage change</i>	1.9	-5.3	5.3	3.5	1.3	1.7
Total employment (000s)	19,050	18,066	18,867	19,366	19,552	19,721
<i>percentage change</i>	2.1	-5.2	4.4	2.6	1.0	0.9
Unemployment rate (%)	5.7	9.5	7.8	6.2	6.2	6.1
Household Income per Capita (\$)	49,548	51,863	51,834	52,911	54,183	55,512
Population (000s)	37,534	37,987	38,321	38,724	39,112	39,469
<i>percentage change</i>	1.4	1.2	0.9	1.1	1.0	0.9
Single-family housing starts (000s)	55.9	58.7	58.2	55.8	52.8	49.5
Multi-family housing starts (000s)	152.8	157.5	152.4	154.3	154.2	152.6
Retail Sales (\$ millions)	613,980	602,693	638,419	647,968	663,152	680,182
<i>percentage change</i>	1.2	-1.8	5.9	1.5	2.3	2.6
CPI (base year: 2002=1.0)	1.36	1.37	1.394	1.423	1.452	1.482
<i>percentage change</i>	1.9	0.7	1.8	2.1	2.0	2.1

Source: Conference Board of Canada. Major City Insights National Overview. March 2021.

Economic Overview – Ontario

The Province of Ontario is Canada’s most populous province and home to the nation’s capital, Ottawa, as well as the nation’s largest city, Toronto. Besides having 40% of Canada’s population, Ontario has the most culturally diverse population in Canada. The great majority of Ontario’s population and arable land is located in the south. In contrast, the larger, northern part of Ontario is sparsely populated.



Ontario generates 39% of Canada’s GDP and forms Canada’s largest economy. The province’s economy is led by its service sector, manufacturing, agriculture, mining and forestry industries. Nearly 50% of Canada’s high tech, financial services and other knowledge intensive industries are employed in Ontario. Meanwhile, Ontario is Canada’s manufacturing powerhouse, shipping more than \$258 billion of automobiles, information and communications technologies, biotech, pharmaceuticals and medical devices. In addition, the province’s mining industry is among the top 10 producers in the world for nickel and platinum and a significant producer of gold, copper, zinc, cobalt and silver.

Province of Ontario						
Economic Indicators	2019	2020	2021	2022	2023	2024
Real GDP (2012 \$ millions)	744,510	701,564	738,569	775,708	789,268	800,351
<i>percentage change</i>	1.9	-5.8	5.3	5.0	1.7	1.4
Total employment (000s)	7,451	7,070	7,465	7,658	7,756	7,861
<i>percentage change</i>	2.9	-5.1	5.6	2.6	1.3	1.4
Unemployment rate (%)	5.6	9.5	7.2	6.1	6.0	5.7
Household Income per Capita (\$)	50,040	52,122	51,301	52,971	54,316	55,612
Population (000s)	14,520	14,726	14,832	14,977	15,158	15,345
<i>percentage change</i>	1.7	1.4	0.7	1.0	1.2	1.2
Single-family housing starts (000s)	19.3	22.7	25.5	24.8	23.4	22.1
Multi-family housing starts (000s)	49.7	60.3	63.0	66.3	67.6	68.6
Retail Sales (\$ millions)	230,940	220,547	238,452	257,288	266,609	274,229
<i>percentage change</i>	2.1	-4.5	8.1	7.9	3.6	2.9
CPI (base year: 2002=1.0)	1.375	1.385	1.408	1.441	1.470	1.502
<i>percentage change</i>	1.9	0.7	1.7	2.3	2.0	2.2

Source: Conference Board of Canada. Major City Insights National Overview. March 2021.

Temiskaming Shores Market Overview



The area known as South Temiskaming is a vital and thriving group of communities along the scenic western shore of Lake Temiskaming. The District of Temiskaming shares its border with the Province of Quebec and consequently the district is a diverse mix of both French and English culture. Highway 11 and Highway 65 pass through the City. Temiskaming Shores and Cobalt share a small public transit system, Tri-Town Transit. The Ontario Northland bus service also makes scheduled stops in Dymond and Haileybury.

The City of Temiskaming Shores (formerly New Liskeard, Haileybury, and Dymond) consists of a population of about 10,500 people. Temiskaming Shores is the commercial hub of a huge agricultural, forestry and mining region. The strong agricultural base has allowed the area's economy to avoid the boom and bust cycle of other northern communities that relied on the mining and forestry industries. Most of the city's agriculture is done in the surrounding townships such as Armstrong, Casey, Harley, Hudson and Kerns.

Occupation, Industry and Labour Force

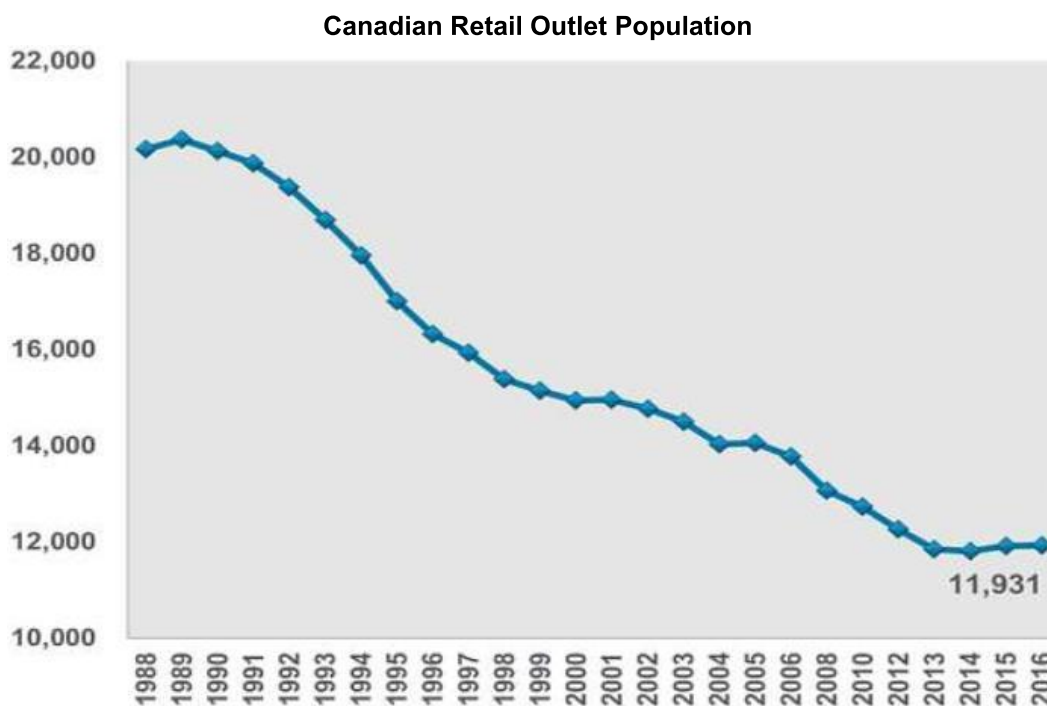
The city is the economic and service hub to a population of approximately 32,500 from small communities in the surrounding region. Professional services and large retailers continue to open in the community to service regional customers from both Ontario and Quebec. The largest business sectors in Temiskaming Shores are retail trade; health care and social assistance; and construction. Service-producing industries include wholesale trade, retail trade, and transportation and warehousing.⁴ Goods-producing industries include agriculture, forestry, fishing and hunting; mining, quarrying, and oil and gas extraction; utilities; construction; and manufacturing.

The occupations with the highest share of the labour force are sales and services, trades; transport and equipment operators, and occupations in education; law and social; community and government services. The occupations with the largest growth in the number of jobs between 2011 and 2016, however, were those in natural resources, management, and health – particularly, under natural resources, agriculture and related production occupations.

Gas Station Market Overview

The following gas station information is based on findings by the Kent Group, as information in the gas station market is closely held. The number of retail petroleum sites in Canada has decreased significantly over the past two decades due to efficiencies in operations, environmental concerns and the decline in independent gas station operations. Independent gas stations are those that are owned and operated by an individual or family, not associated with a chain of stores. It was estimated that the number of gas stations decreased from 13,064 in 2008 to 12,710 in 2010. This is down from 20,360 in 1989. According to the Kent Group, retail gas stations have declined in numbers because there were a lot of smaller sites, which pumped less volume, and older sites that had difficulty staying in business when retail margins were stagnant for most of the last 25 years.

According to the most recent update from the Canadian Fuels Association there were 11,937 retail gasoline stations in Canada as of December 31, 2019 and 11,931 in 2016. This represents an increase of approximately 21 sites from 2015, but a continuing trend downwards overall from the earlier figures of 2008. According to the Kent Group, the recent uptick is a result of a fewer closures, and is driven by retail margins that have risen over the last two to three years, along with there simply being fewer of those smaller inefficient sites remaining in the market.



According to The Kent Group's site data, sourced from over 300 Canadian markets, new-to-industry (NTI) and rebuilt sites have remained fairly stable over the last 10 years, while site closures have decreased by nearly 70% over that time. The result was a change from a net annual decline in the number of sites to a net annual increase over the last few years. The gas station industry is highly competitive with approximately three quarters of the country's gas stations owned by independent operators, with fuels being sold under branded contracts.



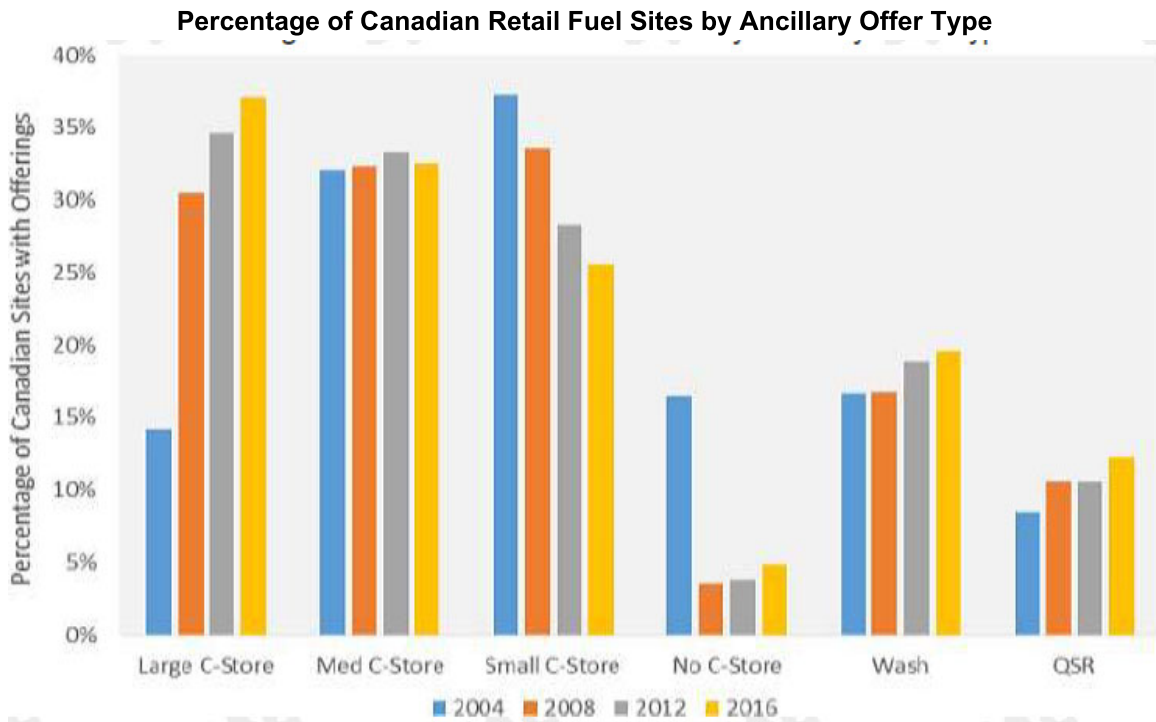
It is not unreasonable to assumed that there are factors other than margin and throughput (total volume/total number of stations) site closures, but these two factors remain fundamentally important to site viability. Current market conditions have led to a period of relative stasis in the number of retail sites in Canada; however, this stability is not likely to continue in the long term. It is predicted that margins will continue to rise at the same rate they have over the last few years; they are much more likely to follow inflationary trends.

Additionally, the demand outlook for retail fuel sales in Canada is flat, and the throughput from the average new-to-industry site can replace three or four average closed sites. Further, the total number of underperforming sites remaining is still over a thousand. Therefore, the expectation is a continued net decline in the number of sites over the longer term, albeit at a much slower rate than over the past 25 years.

Gas stations in the Greater Toronto Area appear to be having the highest fuel sales when compared to the other markets as they had the highest average throughput of any metropolitan area in Canada at approximately 6.5 million litres.

Higher fuel sales volume is often associated with lower retail margins, and as a result the contributions from ancillary services including convenience stores and car washes have become more important. Convenience stores are very common at gas stations in Canada. According to the Kent Group, “ancillary service offerings have subsidized fuel margins and lowered pump prices.”¹

¹ The Kent Group, Report: Understanding Retail Transportation Fuel Pricing in Ontario



Convenience store size is on the rise, as they are offering a wider range of products. There has also been an increase in the number of car washes. Gross revenues from the operation of ancillary services at Canadian and Ontario gas stations are up nearly 30% and 37%, respectively, from 2005.

Valuation

Highest and Best Use

The principle of highest and best use is fundamental to the concept of value in real estate. Highest and best use, in general, may be defined as follows:

“The reasonably probable use of real property, that is physically possible, legally permissible, financially feasible, and maximally productive, and that results in the highest value.”

(The Appraisal Institute of Canada "Canadian Uniform Standards of Professional Appraisal Practice". 2020 ed., p. 8)

The four criteria the highest and best use must meet are analyzed following in relation to both the property as vacant and as currently improved.

As Vacant Analysis

Legal Permissibility

The legal factors that can influence the highest and best use of the Subject site include land use/zoning regulations, private restrictions, building codes, historic designations/district controls, environmental regulations and others, if applicable to the Subject site. In the Subject instance, general ranges of permitted uses under its Highway Commercial & Medium Density Residential zoning include a variety of commercial, residential and institutional uses. Overall, legal factors appear supportive of a broad range of commercial, residential and institutional uses for the Subject site.

Physical Possibility

Regarding physical characteristics, the Subject site is rectangular in shape and has level topography with good access and good exposure. Physical and locational features appear supportive of a broad range of uses for the site's highest and best use.

Financial Feasibility

Our observations of current market conditions for development at the Subject property's location suggest that development of the site with a commercial use would be feasible.

Maximum Productivity

Of the various legally permissible, physically possible, and financially feasible uses available, the maximum productivity of the property would be achieved with a commercial development.

As Vacant Conclusion

Based on the previous discussion, the Subject's highest and best use as-vacant is concluded to be as a holding parcel for commercial development pending creation of sufficient demand.

As Improved Analysis

Legal Permissibility

The current use is a permitted use within the applicable zoning and/or land use bylaw requirements affecting the property. There are no known private or other restrictions negatively impacting use of the property. Therefore, the current use is considered legally permissible.

Physical Possibility

The site is of a sufficient size, configuration, and topography to accommodate the property's present use as improved in an efficient and functional manner. Therefore, the current use is considered physically possible.

Financial Feasibility

As improved, the property provides a sufficient return that the property as presently improved is considered to be financially feasible.

Maximum Productivity

Of the various legally permissible, physically possible, and financially feasible uses of the property as improved, the current use is considered to represent the maximum productivity of the property.

As Improved Conclusion

Based on the previous discussion, the highest and best use of the Subject property as-improved is concluded to be represented by a continuation of its existing use as a Gas Station & C-Store Retail development.

Valuation Methodology

Traditionally, there are three accepted methods of valuing real property:

- Cost Approach;
- Direct Comparison Approach; and
- Income Approach.

The selection of a relevant methodology depends upon the nature and characteristics of the real estate under consideration. Please refer to the Appendix for a detailed description of each of the three methods of valuing real property.

Selection of Relevant Methodology

As the Subject is an investment property, the Income Approach represents the decision making process of knowledgeable buyers and sellers of this property type. Accordingly, the Income Approach is deemed applicable, and has been utilized herein. The Overall Income Capitalization technique is used in this analysis, based on its predominant usage by purchasers of properties similar to the Subject. The Discounted Cash Flow technique is not typically relied upon by purchasers of this type of property, and therefore has not been used in this analysis.

While the Direct Comparison Approach is most pertinent in the valuation of owner occupied or vacant properties, it is also commonly utilized as a supporting approach in the valuation of income generating properties. Accordingly, the Direct Comparison Approach is deemed applicable, and has been utilized herein.

The Subject site has excess land that is separately marketable from the primary site, and that requires valuation. Accordingly, the excess site area has been valued herein, using Direct Comparison.

Income Approach

The Income Approach is based on the premise that properties are purchased for their income producing potential. It considers both the annual return on the invested principal and the return of the invested principal. This valuation technique entails careful consideration of contract rents currently in place, projected market rents, other income sources, vacancy allowances, and projected expenses associated with the efficient operation and management of the property. The relationship of these income estimates to property value, either as a single stream or a series of projected streams, is the essence of the income approach. The two fundamental techniques utilized within the Income Approach include the Overall Income Capitalization and Discounted Cash Flow Techniques. The Overall Income Capitalization method has been used in this analysis.

Overall Income Capitalization

The Overall Income Capitalization Technique analyzes the relationship of current projected stabilized net operating income to total property value. The stabilized net operating income is capitalized at a rate that implicitly considers expected growth in cash flow and growth in property value over a buyer's investment horizon. The implied value may be adjusted to account for non-stabilized conditions or required capital expenditures to reflect an as is value.

Calculating the Net Operating Income

The forecasting data provided by the client consists of anticipated revenues and expenses for the Subject property based on the improvements illustrated within this report. The revenue and expense forecasting projections from the client are assumed to be reasonable based on fuel volumes of gas stations in the area, and interviews with brokers on profit margins.

The current and projected financial data provided by the client consists of projected revenues and expenses for the Subject property. The analysis is based primarily on the projected and forecasted figures.

The property forecast sales data is shown on the page below. We have stabilized the income for Year 1, or 2021, based on the projected financials and were deemed to represent a stabilized performance of the Subject property's operations and will therefore be employed in the calculation of Net Operating Income.

The budgeted revenue and expenses provided from the client are assumed to be accurate and appear reasonable based on fuel volumes of gas stations in the area, and interviews with brokers on profit margins.

PRO FORMA INCOME STATEMENT - ACTUALS			
	2020	2021	FORECAST As of Effective Date
Fuel Volumes	2,066,499	2,098,234	2,098,234
Revenue			
Fuel Sales	\$1,751,894	\$2,557,359	\$2,557,359
Store Sales Incl. MFC Chicken Sales	\$1,422,462	\$1,541,081	\$1,541,081
Country Style Coffee - Net Income	\$143,340	\$156,396	\$156,396
Subway - Net Income	\$194,845	\$209,125	\$209,125
Cross Lease Income	\$41,330	\$41,965	\$41,965
OLG Commission	\$13,680	\$14,957	\$14,957
Total Revenue	\$3,567,551	\$4,520,883	\$4,520,883
COGS	\$2,514,316	\$3,344,104	\$3,344,104
Gross Margin	\$1,053,235	\$1,176,779	\$1,176,779
Gross Margin %	29.52%	26.03%	26.03%
Gross Operating Revenue	\$1,053,235	\$1,176,779	\$1,176,779
Less: Vacancy/Collection Loss Allowance @ 5.00% of Gross Operating Revenue	(\$52,662)	(\$58,839)	(\$58,839)
Effective Gross Income	\$1,000,573	\$1,117,940	\$1,117,940
Expenses			
Advertising & Promotion Expense	(\$1,065)	(\$1,064)	(\$1,064)
Bank Charges	(\$5,834)	(\$19,840)	(\$19,840)
Insurance	(\$19,840)	(\$5,833)	(\$5,833)
Office	(\$425)	(\$925)	(\$925)
Professional Fees	(\$4,800)	(\$4,800)	(\$4,800)
Property Tax & Maintenance	(\$7,814)	(\$7,814)	(\$7,814)
Repairs & Maintenance	(\$3,345)	(\$3,344)	(\$3,344)
Salaries & Wages	(\$137,970)	(\$139,715)	(\$139,715)
Utilities	(\$8,426)	(\$10,104)	(\$10,104)
Structural Expense 5%	(\$52,662)	(\$58,839)	(\$58,839)
Total Expenses	(\$242,181)	(\$252,278)	(\$252,278)
Net Operating Income	\$758,393	\$865,662	\$865,662

* Forecasts are unaudited numbers as provided by the client

Fuel & Store Revenue

The Subject property has a fuel agreement under the Mobil/Esso brand which includes the purchase and sale of fuel directly from the distributor by the dealer and owner of the Subject gas station at predetermined rates. Gas stations that purchase their fuel or have very limited gas bar competition tend to have higher margins and commissions.

There are additional revenues which have been outlined in the Proforma. However, these revenues have been considered when analyzing the projected sales for the Subject.

For the purposes of this appraisal, the fuel sales have been estimated to be stabilized at **2,098,234** litres in Year 1. This has been based on a review of comparable gas station operations across Ontario in addition to projected fuel sales within the Subject property. If future sales materially differ from these historical

estimates, the market value may be different than the estimated market value herein. The Year 1 Gross Margin projection is equal to **\$1,176,779**.

Fuel Revenue

Fuel commissions will vary depending on the delta between retail pricing and posted rack pricing with margins anticipated to average 5.25 cents per liter. Based on comparable gas stations, margins for gas stations tend to range between \$0.025/litre to \$0.060/litre. Gas stations that either do not purchase their fuel or have significant gas bar competition tend to have lower margins.

For the purposes of this appraisal, the fuel sales are assumed to be normalized at **2,098,234** litres per year. Fuel sales used in the report are based on the financial forecasting information provided by the client. If future sales are not as estimated, the market value may be different than the estimated market value herein.

Store Sales, Country Style Coffee & Subway Net Income, Cross Lease Revenue and OLG Commissions

Convenience Store sales are anticipated to be normalized at **\$1,963,524** per year with a gross margin ratio of 35%. Industry standards of convenience store gross margins are typically within 30% - 40%. The convenience store margins provided by the client are in line with industry standards and will be applied within this report herein. Cross lease income is calculated at \$0.02 per fuel volume sold.

Vacancy/Collection Loss/Drive Offs

The subject property is an operating gas station and has retail spaces leased to multiple tenants. An allowance must be made for potential collection loss and drive offs, though this chance would be low. Additionally, this allows for some vacancy if the retail leases require turnover. We included an allowance of 5.00% of gross income for collection loss and drive offs. This equates to an amount of **\$58,839**.

Effective Gross Income

Deducting the Vacancy Allowance above from the Potential Gross Income forecast results in a Year One Effective Gross Income estimate of **\$1,117,940**.

Contingency/Structural Allowance

Investors typically include an allowance for structural repairs or other non-recoverable expenses for the purpose of valuation. In this respect, a Contingency Allowance equal to 5.00% of the Effective Gross Income has been deducted within our Pro Forma Income Projection. In Year One this allowance has been forecast at **\$58,839**.

Total Expenses

Adding the above structural allowance and the forecast Year One Operating Expenses in an amount equal to **\$252,278**.

Net Operating Income

The income statement demonstrates a net operating income of **\$865,662** in year one. For the purposes of this report, we assume that the estimated normalized net operating income is equal to **\$865,662**.

Investment Analysis

Investment Alternatives

Following are current investment yields with respect to various alternative investments.

INVESTMENT ALTERNATIVES											
Gov't. Yields		Office REIT'S		Industrial REIT'S		Retail REIT'S		Apartment REIT'S		Diversified REIT'S	
BOC OR	0.25%	Allied	4.00%	Summit	2.40%	RioCan	4.30%	CAP	2.40%	Morguard	4.20%
GOC 5yr	1.51%	DREAM	4.30%	DREAM	4.10%	First Cptl.	2.40%	Killam	3.10%	H&R	4.00%
GOC 10yr	1.56%	Slate	8.20%	Granite	3.00%	Smart	5.90%	Boardwalk	1.90%	Artis	5.10%

Source: Bank of Canada, BMO Capital Markets as at November 01, 2021

Investment Parameters

Following are the results of the most recent commercial real estate return surveys, as expressed by overall capitalization rates and discount rates.

Q3 2021 INVESTMENT PARAMETERS - TORONTO		
Investment Type	Overall Capitalization Rates	Discount Rates
Industrial		
Single	3.50% - 4.25%	4.00% - 6.00%
Multi	4.00% - 4.75%	4.20% - 6.00%
Downtown Office		
Class 'AA'	3.74% - 4.75%	5.00% - 6.00%
Class 'B'	4.50% - 5.50%	5.00% - 6.80%*
Suburban Office		
Class 'A'	5.75% - 6.75%	6.00% - 7.30%*
Class 'B'	6.25% - 7.25%	6.50% - 7.80%*
Retail		
Regional/Power	4.50% - 5.50%	5.00% - 6.00%
Community	5.25% - 6.25%	7.00% - 8.50%*
Strip Plaza	4.75% - 6.00%	5.00% - 6.50%*
Multi-Residential		
High Rise	3.00% - 3.75%	
Low Rise	2.75% - 3.75%	

* These IRR's are not updated every quarter. Figures shown are the most recent, but not necessarily current.

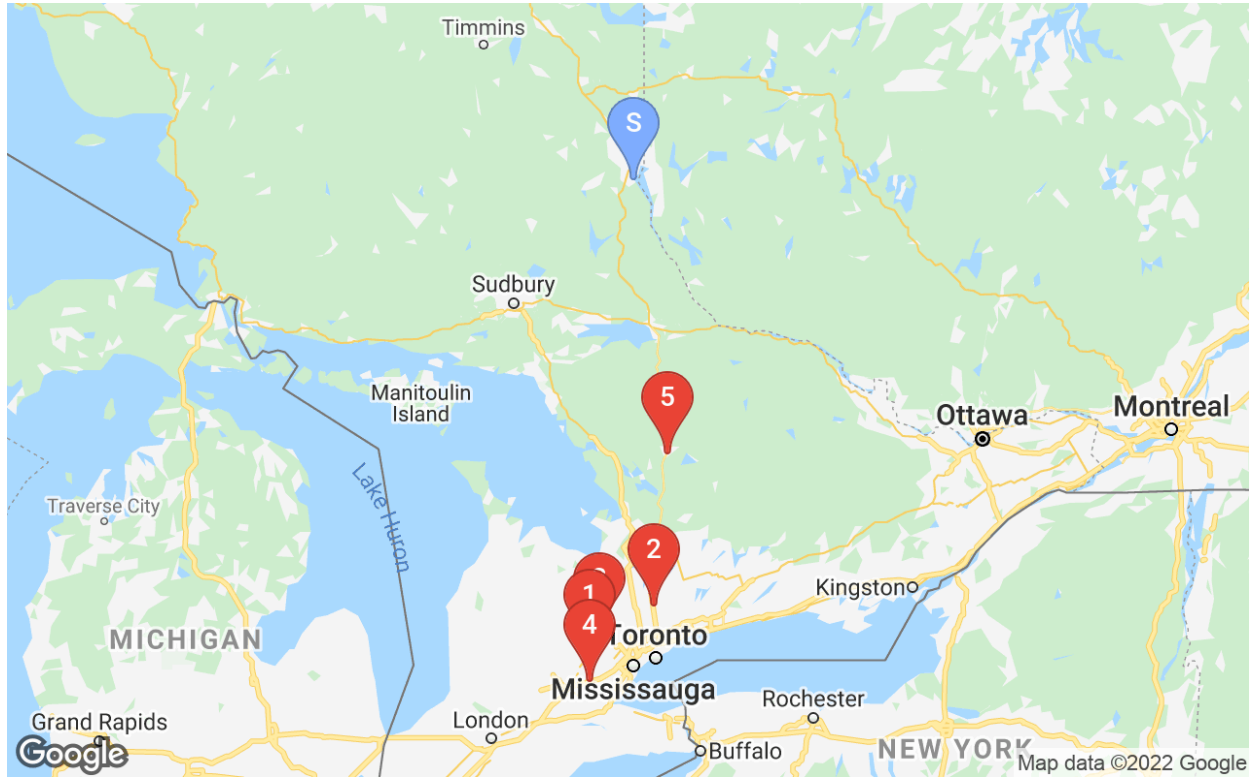
Source: Colliers International Realty Advisors (OCR), Altus InSite (IRR)

Comparable Transactions

The task of determining an appropriate overall capitalization rate is best served through an analysis of current market activity. In consideration of the characteristics described above, the transactions summarized in the table on the following page have been selected and analyzed.

Further details of these transactions can be found in the Appendix herein.

Retail Investment Transactions & Analysis						
Gas Station & C-Store	Subject	Transaction One	Transaction Two	Transaction Three	Transaction Four	Transaction Five
Property Name	Gas Station & C-Store	Gas Station & Retail	Gas Station & Retail	Gas Station & Retail	Gas Station & Retail	Gas Station & Retail
Address	219 Rorke Avenue & 456 Albert Street Haileybury, Ontario	8906 Wellington Road Erin, ON	17551 Woodbine Ave East Gwillimbury, ON	1521 Charleston Road Caledon, ON	311 Brock Road South Rushville, ON	9101 Highway 11 South Huntsville, ON
Transaction Price		\$4,790,000	\$7,113,000	\$3,230,000	\$5,825,000	\$2,900,000
Analysis Price		\$4,790,000	\$7,113,000	\$3,230,000	\$5,825,000	\$2,900,000
Analysis Price per SF		\$570	\$2,354	\$382	\$3,169	\$512
N.O.I.		\$447,916	\$590,415	\$319,800	\$692,000	\$273,000
Transactional Characteristics						
Transaction Status		Recorded	Recorded	Recorded	Recorded	Recorded
Transaction Date		10/4/2021	9/16/2021	11/4/2020	4/11/2018	12/22/2017
Market Conditions		Similar	Similar	Inferior	Inferior	Inferior
Property Rights Conveyed		Leased Fee	Fee Simple	Leased Fee	Fee Simple	Fee Simple
Financing		Undisclosed	Undisclosed	Undisclosed	Undisclosed	Undisclosed
Conditions of Sale		Arms-Length	Arms-Length	Arms-Length	Arms-Length	Arms-Length
Motivation		Neutral	Neutral	Neutral	Neutral	Neutral
Transactional Adjustment						
		None	None	None	None	Downward
Site Characteristics						
Site Size (SF)	37,889	49,833	137,127	43,516	31,799	693,475
Site Size (Acre)	0.870	1.140	3.150	1.000	0.730	15.920
Topography	Rectangular	Flag	Generally Rectangular	Generally Level	Generally Level	Generally Level
Site Configuration	Rectangular	Flag	Generally Rectangular	Generally Rectangular	Rectangular	Generally Rectangular
Location	Good	Superior	Superior	Superior	Superior	Superior
Access	Good	Superior	Superior	Superior	Superior	Superior
Exposure	Good	Superior	Superior	Superior	Similar	Superior
Zoning	C2 & R3 - Highway ay Commercial & Medium Density Residential	C3-103	M2	NEP	C2	Commercial
Traffic Count	2,650 vehicles/day along King Street (2016) & 6,200 vehicles/day along Highway ay 11 (2016)	11,900 vehicles/day	65,400 vehicles/day	27,000 vehicles/day	25,900 vehicles/day	11,000 vehicles/day
MSA Population (5km)		1,585	40,325	2,950	3,271	7,057
Gas Station Brand	Esso	Esso	Esso	Esso	Ultraner	Ultraner
Improvement Characteristics						
Property Type	Retail	Retail	Retail	Retail	Retail	Retail
Sub-Type	Gas Station & C-Store	Gas Station	Gas Station	Gas Station	Gas Station	Gas Station
Number of Buildings	1	2	2	3	1	1
Building Structure	Brick/Block	Concrete	Concrete	Wood	Block	Brick
Design / Layout	Good	Similar	Superior	Inferior	Similar	Similar
Quality	Good	Similar	Similar	Similar	Similar	Inferior
Condition	Good	Similar	Similar	Similar	Similar	Inferior
Building Size (SF)	3,237	8,400	3,022	8,450	1,838	5,669
Year Built	1999, 2012, 2020 & 2021	2007	1994/2019	1971	1972	1963
Improvement Adjustment						
		Downward	Upward	Downward	Upward	Sig. Downward
Economic Characteristics						
In Place vs Market	At Market	At Market	At Market	At Market	At Market	At Market
Tenancy Strength	Good	Good	Good	Good	Good	Good
NOI / SF	\$0.00	\$53.32	\$195.37	\$37.85	\$376.50	\$48.16
Actual Occupancy	100%	100%	100%	100%	100%	100%
Economic Adjustment						
		Upward	Upward	Upward	Upward	Upward
Overall Capitalization Rate		9.35%	8.30%	9.90%	11.88%	9.41%
Overall Adjustment		Upward	Upward	Upward	Upward	Upward
Overall Comparability		Superior	Superior	Superior	Superior	Superior
Conclusion		Higher Than	Higher Than	Higher Than	Higher Than	Higher Than
		9.30%	8.30%	9.90%	11.88%	9.41%



COMPARABLE KEY

COMP	DISTANCE	NAME	ADDRESS	OCC.	SALE DATE	OAR	\$/SF
Subject	-	Gas Station & C-Store	219 Rorke Avenue & 456 Albert Street, Haileybur	100.0%	-	-	\$2,141
No. 1	418.0 km	Gas Station & Retail	8906 Wellington Road, Erin, ON	100.0%	10/4/2021	9.35%	\$570
No. 2	375.2 km	Gas Station & Retail	17551 Woodbine Ave, East Gwillimbury, ON	100.0%	9/16/2021	8.30%	\$2,354
No. 3	402.6 km	Gas Station & Retail	1521 Charleston Road, Caledon, ON	100.0%	11/4/2020	9.90%	\$382
No. 4	444.8 km	Gas Station & Retail	311 Brock Road South, Puslinch, ON	100.0%	4/11/2018	1188%	\$3,169
No. 5	240.0 km	Gas Station & Retail	901 Highway 11 South, Huntsville, ON	100.0%	12/22/2017	9.41%	\$512

Capitalization rates tend to vary between properties depending to some extent on such factors as location, size and type of development, quality and condition of improvements, and amenities provided. Combining all of these features with considerations of leasing history and trends, strength of tenancy and income security, the overall capitalization rate tends generally to reflect the perceived quality and durability of the property's income earning capacity.

Properties with a strong rental history and stable tenancy with the perceived potential for increases in revenues tend to trade at comparatively low overall capitalization rates as compared to properties which have a history of vacancy, poor tenant covenants, physical and/or locational challenges, or other forms of perceived instability.

Analysis of Comparable Sales

The selected transactions pertain to activity that occurred between December 2017 and October 2021. The properties vary in size from 1,838 square feet to 8,450 square feet and were originally constructed between 1963 and 2007. These transactions represent capital investments that range from a low of \$2,900,000 to a high of \$7,113,000. The stabilized overall capitalization rates indicated by these transactions vary from a low of 8.30% to a high of 11.88%.

The upper end of the range is set by Comparable Transaction No. 4, at 11.88%. In comparison with the Subject Property, this property exhibited an older sale transaction and market conditions are considered to have improved since, thus, warranting a downward adjustment. A further downward adjustment is applied for the index's inferior location characteristics when compared to the subject. An upward adjustment is applied for the index's much older date of construction for its site improvements. A further upward adjustment is applied for the index's superior economic characteristics as the index was selling 18 million litres of gas per annum. For these reasons, the indicated overall capitalization rate for this transaction is deemed to be over-stated in relation to the Subject Property.

The lower end of the range relates to Comparable Transaction No. 2 at 8.30%. Relative to the Subject Property, this property reflects superior location, access and exposure characteristics when compared to the subject, warranting an upward adjustment in this regard. A further upward adjustment is applied to the index's site improvements that are considered to be superior when compared to the subject. Lastly, another upward adjustment is warranted for superior economic characteristics as the index reportedly sells 5.96 million litres of gas per annum. Consequently, this transaction is considered to provide an under-stated overall capitalization rate indication relative to the Subject Property.

The remaining three transactions present a somewhat narrower range in overall capitalization rates of between 9.35% and 9.90% and are deemed to be understated in relation to the Subject Property.

Based on the foregoing analysis, it is our opinion that an appropriate overall capitalization rate applicable to the subject property is higher than Transaction No. 1 (9.35%), Transaction No. 2 (8.30%), Transaction No. 3 (9.90%), Transaction No. 4 (11.88%) and Transaction No. 5 (9.41%).



Overall Income Capitalization

On the basis of our Revenue and Expense Analysis, the Stabilized Net Operating Income for the forthcoming 12 months has previously been projected in the amount of \$0.

As summarized on the previous page, overall capitalization rates extracted from the comparable investment sales reviewed range between 8.30% and 11.88%. Taking into consideration the investment characteristics of the Subject Property including its location, size, building quality and security of income, and as measured against the back-drop of the current investment climate for properties such as the Subject Property, it is our opinion that an overall capitalization rate in the range between **12.25%** and **12.75%** would be appropriate. Applying such rates to the projected Year One net operating income results in the following estimated value range, adjusted for holding and lease up costs and capital expenses, if required.

VALUE MATRIX - DIRECT OVERALL CAPITALIZATION		
OCR	STABILIZED NOI	VALUE ⁽¹⁾
12.25%	\$865,662	\$7,070,000
12.50%	\$865,662	\$6,930,000
12.75%	\$865,662	\$6,790,000

(1) Rounded to nearest \$10,000.

Direct Comparison Approach

The Direct Comparison Approach examines the cost of acquiring equally desirable and valuable substitute properties, indicated by transactions of comparable properties, within the market area. The characteristics of the sale properties are compared to the Subject Property on the basis of time and such features as location, size and quality of improvements, design features and income generating potential of the property.

Given that the Subject Property has been deemed to have potential purchase appeal to owner-users, it is considered appropriate to undertake the Direct Comparison Approach based upon sale transactions pertaining to comparable properties acquired by end users. In this regard, the transactions summarized and analysed in the table on the following page are considered to be suitably comparable to the Subject Property with respect to the characteristics below, and to therefore provide a reasonable and reliable indication of value.

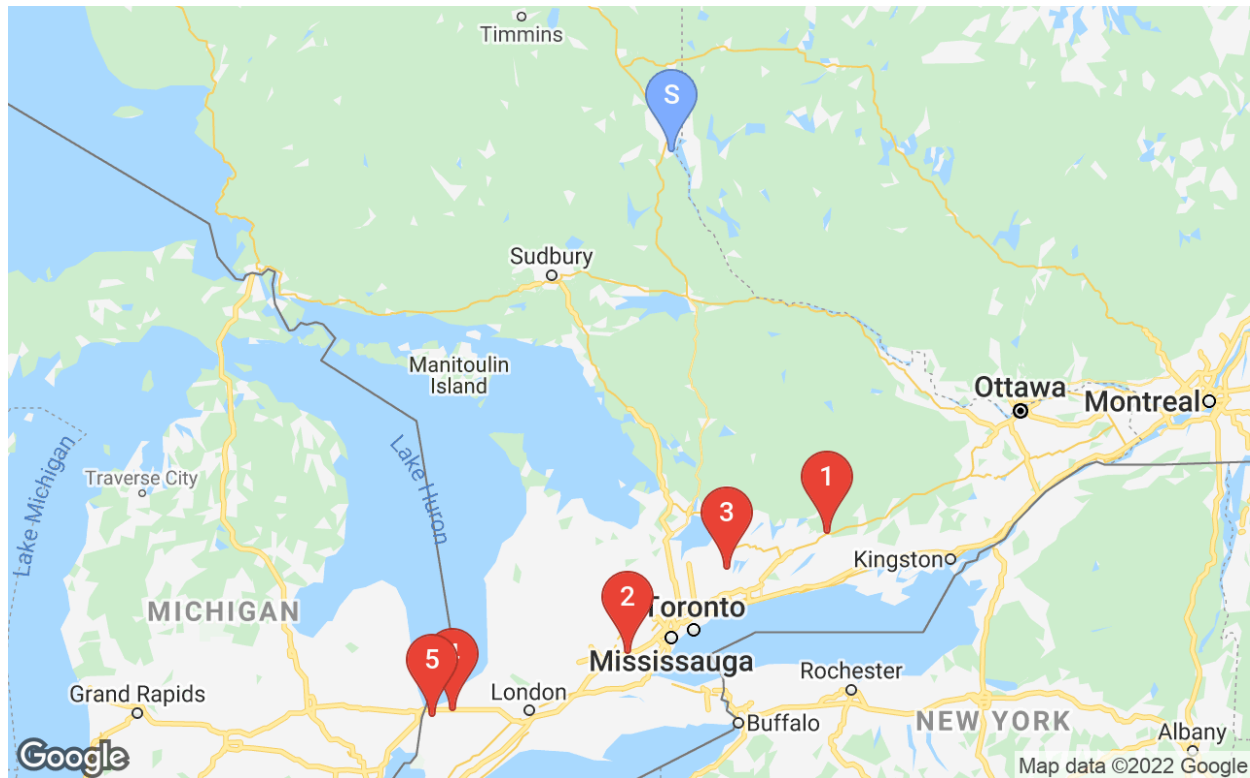
Further details of these transactions can be found in the Appendix section located at the end of this report.

In valuing the property, each of the transactions has been compared to the Subject. The basis for comparison included the consideration of the following:

- Property Rights Conveyed
- Financing Terms
- Conditions of Sale
- Market Conditions (Transaction Date and Status)
- Physical Characteristics
- Economic Characteristics

Retail Transactions & Analysis
Gas Station & C-Store

Property Name	Subject	Transaction One	Transaction Two	Transaction Three	Transaction Four	Transaction Five
Address	Gas Station & C-Store 219 Rorke Avenue & 456 Albert Street Haileybury, Ontario	Gas Station & C-Store 2 Ottawa Street West Havelock, ON	Shell Branded Gas Bar 315 Brock Road South Ruslinch, ON	Retail Property 19100 Highway No. 12 Scugog, ON	Going Concern Gas Bar 4509 London Line Plympton-Wyoming, ON	Going Concern Gas Bar 1498 Plank Road Sarnia, ON
Transaction Price		\$4,500,000	\$5,690,000	\$7,600,000	\$1,500,000	\$2,800,000
Analysis Price		\$4,500,000	\$5,690,000	\$7,600,000	\$1,500,000	\$2,800,000
Analysis Price per SF		\$1,055	\$1,973	\$3,455	\$1,000	\$1,931
Transactional Characteristics						
Transaction Status		Recorded	Recorded	Recorded	Recorded	Recorded
Transaction Date		4/26/2021	12/2/2020	4/21/2020	12/17/2019	11/4/2019
Market Conditions		Similar	Similar	Similar	Inferior	Inferior
Property Rights Conveyed		Leased Fee	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing		Undisclosed	Undisclosed	Undisclosed	Undisclosed	Undisclosed
Conditions of Sale		Arms-Length	Arms-Length	Arms-Length	Arms-Length	Arms-Length
Motivation		Neutral	Neutral	Neutral	Neutral	Neutral
Transactional Adjustment		None	None	None	Sig. Upward	Sig. Upward
Site Characteristics						
Site Size (SF)	37,889	21,216	32,931	331,666	37,243	21,984
Site Size (Acre)	0.870	0.490	0.760	7.610	0.850	0.500
Topography	Level	Level	Flat	Level	Level	Level
Site Configuration	Rectangular	Rectangular	Generally Rectangular	Rectangular	Generally Rectangular	L-shaped
Location	Good	Superior	Inferior	Superior	Inferior	Superior
Access	Good	Similar	Similar	Similar	Similar	Superior
Exposure	Good	Similar	Similar	Similar	Similar	Superior
Zoning	C2 & R3 - Highway Commercial & Medium Density Residential	C1 - Local Commercial	HC-Highway Commercial	CR	Commercial	Commercial
Traffic Count	2,650 vehicles/day along King Street (2016) & 6,200 vehicles/day along Highway 11 (2016)	8,950 vehicles/day	25,000 vehicles/day	18,800 vehicles/day	8,040 vehicles/day	16,163 vehicles/day
MSA Population (5km)	3,966	2,287	3,237	1,981	2,190	19,515
Gas Station Brand	Esso	Esso	Pioneer	Shell	Petro-Canada	Esso
Site Adjustment		Downward	Upward	Downward	Upward	Downward
Improvement Characteristics						
Property Type	Retail	Retail	Retail	Retail	Retail	Retail
Sub-Type	Gas Station & C-Store	Gas Station	Gas Station	Gas Station	Gas Station	Gas Station
Number of Buildings	1	1	1	1	1	1
Design / Layout	Good	Similar	Similar	Superior	Inferior	Inferior
Quality	Good	Inferior	Similar	Superior	Inferior	Inferior
Condition	Good	Inferior	Similar	Superior	Inferior	Inferior
Building Size (SF)	3,237	4,265	2,884	2,200	1,500	1,450
Floor Area Ratio	0.1	0.2	0.1	0.0	0.0	0.1
Year Built	1999, 2012, 2020 & 2021	1972	2016	2019	1952	2005
Improvement Adjustment		Upward	Downward	Downward	Upward	Upward
Overall Adjustment		Upward	Upward	Downward	Upward	Upward
Overall Comparability		Inferior	Inferior	Superior	Inferior	Inferior
Conclusion		Higher Than \$1,055/SF	Higher Than \$1,973/SF	Lower Than \$3,455/SF	Higher Than \$1,000/SF	Higher Than \$1,931/SF



COMPARABLE KEY

COMP	DISTANCE	NAME	ADDRESS	OCC.	SALE DATE	OAR	\$/SF
Subject	-	-	219 Rorke Avenue & 456 Albert Street, Haileybur	100.0%	-	-	\$ 1,999
No. 1	360.9 km	Gas Station & C-Store	2 Ottawa Street West, Havelock, ON	100.0%	4/26/2021	-	\$ 1,055
No. 2	444.9 km	Shell Branded Gas Bar	315 Brock Road South, Puslinch, ON	-	12/2/2020	9.40%	\$ 1,973
No. 3	369.4 km	Retail Property	19100 Highway No. 12, Scugog, ON	0.0%	4/21/2020	-	\$ 3,455
No. 4	532.8 km	Going Concern Gas Bar	4509 London Line, Plympton-Wyoming, ON	100.0%	12/17/2019	-	\$ 1,000
No. 5	544.2 km	Going Concern Gas Bar	1498 Plank Road, Sarnia, ON	100.0%	11/4/2019	-	\$ 1,931

Analysis of Comparable Sales

The selected transactions pertain to activity that occurred between November 2019 and April 2021. The properties vary in size from 1,450 square feet to 4,265 square feet and were originally constructed between 1952 and 2019. These transactions represent capital investments that range from a low of \$1,500,000 to a high of \$7,600,000. The unit prices per square foot indicated by these transactions vary from a low of \$1,000 per SF per square foot to a high of \$3,455 per SF.

The upper end of the range is set by Comparable Transaction No. 3, at \$3,455 per SF. In comparison with the Subject Property, this property exhibited superior location characteristics when compared to the subject, warranting a downward adjustment. Due to the economies of scale and the inverse relationship between building size and price per square foot, smaller buildings typically transact at a premium, thus, warranting a further downward adjustment as the index is smaller than the subject property. For these reasons, the price per SF for this transaction is deemed to be over-stated in relation to the Subject Property.

The lower end of the range relates to Comparable Transaction No. 4 at \$1,000 per SF. Relative to the Subject Property, this property reflects an older sale transaction and market conditions are considered to have improved since the index last sold, warranting a significant upward adjustment. The index is also considered to exhibit inferior location characteristics when compared to the subject, warranting an upward adjustment. Due to the economies of scale and the inverse relationship between building size and price per square foot, smaller buildings typically transact at a premium, thus, warranting a further downward adjustment as the index is smaller than the subject property. However, the index is considered to display inferior site improvement characteristics that exhibit much older quality and condition, therefore, warranting an upward adjustment in this regard. Consequently, this transaction is considered to provide an understated price per SF indication relative to the Subject Property.

The remaining three transactions present a somewhat narrower range in price per SF of between \$1,055 and \$1,973 and are deemed to be inferior in relation to the Subject Property.

Based on the preceding analysis, an appropriate unit value per square foot for the subject property, on a stabilized basis, should be lower than Transaction No. 3 (\$3,455); and higher than Transaction No. 1 (\$1,055), Transaction No. 2 (\$1,973), Transaction No. 4 (\$1,000), Transaction No. 5 (\$1,931).

In consideration of the sale indices reviewed and the accompanying analysis, we are of the professional opinion that an appropriate stabilized unit value range for the Subject property would be between \$1,995 per square foot and \$2,005 per square foot. Applying such unit values to the total leasable area of the property results in a range in estimated stabilized values as summarized in the table below.

VALUE MATRIX - DIRECT COMPARISON		
SIZE	\$/SF	VALUE ⁽¹⁾
3,237 SF	\$1,995	\$6,460,000
3,237 SF	\$2,000	\$6,470,000
3,237 SF	\$2,005	\$6,490,000

(1) Round to nearest \$10,000

Summary

Selecting the mid-point of the matrix, the Direct Comparison Approach indicates an estimated value of **\$6,470,000** (rounded) as of the effective date of this valuation.

The above value estimate is in conjunction with the Assumptions and Limiting Conditions stated within this appraisal. Of particular note are the Extraordinary Limiting Conditions and Extraordinary Assumptions outlined within the Terms of Reference section.

Land Valuation – 456 Albert Street

Valuation Methodology

There are six generally accepted methods of valuing vacant land: Direct Comparison; Abstraction; Extraction; Subdivision Development; Land Residual; and Ground Rent Capitalization.

The **Direct Comparison Approach** is based upon the premise that a prudent purchaser would not pay more for a property than what it would cost to acquire a suitable alternative property and that the market value of a property can be estimated by comparing sales, offers, and listings of properties which have similar characteristics to the property being appraised.

The **Abstraction Method** of valuing land is premised upon the Principal of Contribution. This method is premised on the assumption that, within each category and type of real estate, there exists a typical ratio of land value to total property value. By knowing what this ratio is from data compiled from areas where land and building values are available and applying it to the sales information regarding improved properties in a built up area, an estimate of land value can be abstracted. The reliability of this method is diminished because it does not take into explicit consideration such relevant criteria as building age or quality of construction.

A method of land valuation similar to the Abstraction Method but which implicitly recognizes differences in building age and quality of construction is the **Extraction Method**. This method deducts the estimated depreciated reproduction or replacement cost of the improvements of an improved property for which the total property value is known to arrive at an estimate of land value as if vacant.

When valuing larger parcels for which the highest and best use is the parcel's subdivision into smaller sites, and for which sales information regarding similar larger sites is insufficient to undertake a Direct Comparison Approach, the **Subdivision Development Method** may be employed. In applying this method, the first step is to establish market values for the smaller sites as though subdivided, the length of the development period, and an appropriate absorption period. The second step is to determine the costs required to create and market the subdivided parcels which includes engineering and construction costs associated with the site preparation, roadways, sidewalks and servicing; carrying costs such as insurance and taxes; and marketing costs. These costs are then deducted from the projected gross revenue of the lots to arrive at an estimate of the net proceeds which, once discounted at an applicable rate to account for the risk associated with the time required to complete such a development, are indicative of the present market value of the larger, un-subdivided site.

Another method that may be employed in the absence of adequate comparable information is the **Land Residual Technique**. In this method the net income generated from the property is established. From this is deducted a reasonable return on and recapture of capital invested in the improvements. The residual income is considered to be ascribed from the land. This income is then capitalized at an appropriate rate to arrive at an estimate of land value. An important assumption required in the application of this method is that the site is developed to its highest and best use such that the income from land and improvements are of the same type and sources.

A similar method as the Land Residual Technique is **Ground Rent Capitalization**. Undertaking this method of site valuation requires the analysis of ground rents prevalent in the market and in consideration of the characteristics of the site being appraised. From the analysis, a gross income is established from which

any requisite expenses or anticipated losses are deducted to arrive at a net operating income. This net operating income is then capitalized at an applicable rate to arrive at an estimate of the vacant site.

In determining the value of the vacant site, the most appropriate method of valuation is the Direct Comparison Approach. In analyzing the comparable land sales relative to the Subject Property site, of particular relevance are characteristics such as location, site size, topography, development potential, and land use regulations. In this regard, the sales summarized in the following table are considered to be reasonably comparable to the Subject Property site and to provide a reliable indication as to its current market value.

Direct Comparison Approach

The transactions summarized and analyzed in the table on the following pages are considered to be suitably comparable to the Subject property with respect to the characteristics below and therefore provide a reasonable and reliable indication of value.

As one sale is not necessarily indicative of market value, an appraiser examines a number of market transactions. When properly reconciled, trends emerge, leading to the estimate of market value of the property being appraised.

In valuing the Subject property, comparison was made to each of the indexed sales. The basis for comparison included the consideration of the following:

Property Rights Conveyed

- When real property rights are sold, they may be the sole subject of the contract or the contract may include other rights. In the sales comparison analysis, it is pertinent that the property rights of the comparable sale be similar to the property rights of the Subject property.

Financing Terms

- The transaction price of one property may differ from that of a similar property due to different financing arrangements. Financing arrangements may include existing mortgages at favourable interest rates or paying cash to a lender so that a mortgage with a below-market interest rate could be offered.

Conditions of Sale

- Adjustments for conditions of sale usually reflect the motivations of the purchaser and vendor. In some cases the conditions of sale significantly affect transaction prices. Sales that reflect unusual situations, require an appropriate adjustment for motivation or sale condition. For example, power-of-sale conditions involve a certain degree of urgency on part of the lender - leading to a somewhat lower sale price than what would otherwise be expected.

Market Conditions (Time)

- When market conditions are changing, it may be necessary to adjust prices to reflect the time difference between the date of sale of a comparable property and the effective date of valuation.

Location

- An adjustment for location within a market area may be required when the locational characteristics of a comparable property differ

from those of the Subject property. Excessive locational differences may disqualify a property from use as a comparable. Although no location is inherently desirable or undesirable, the market recognizes that one location maybe better than, similar to, or worse than another.

Development Timing

- An adjustment for the anticipated time to development may be required when the site requires demolition, official plan amendments, zoning amendments, and site plan approval. The time required to prepare the site for development may affect the sale price. For example a development with a 10-15 year development time horizon would sell at a lower unit rate than a development with a 3-5 year development time horizon, all else being equal.

Physical Characteristics

- Adjustments may be required for characteristics such as size, frontage, shape and configuration.

Use

- Adjustments may be required for differences between the highest and best use of the comparable sales and the Subject property. These differences are typically identified by differences in official plan designations and zoning and the probability of an amendment.

Density

- An adjustment may be required to consider the differences in the permitted and/or likely achievable density.

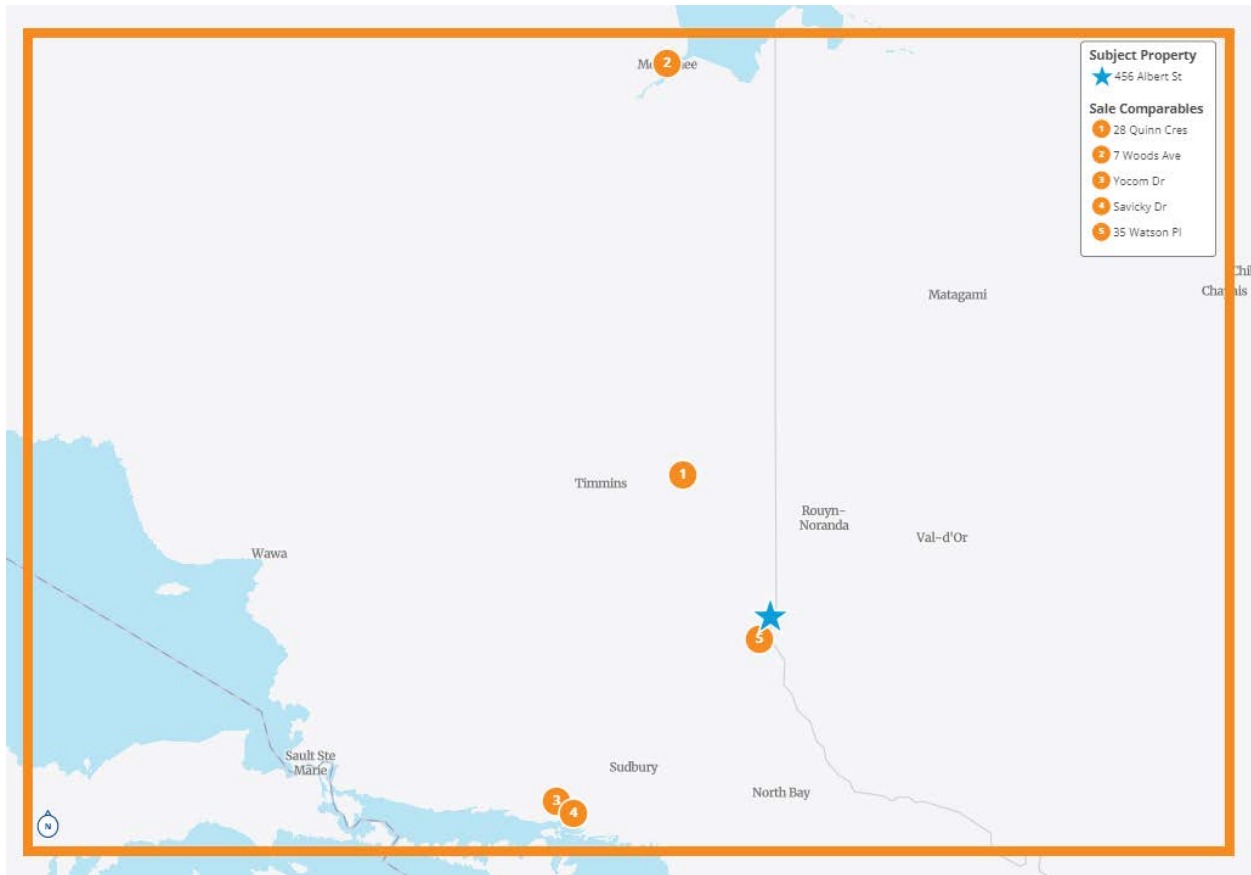
The Appraisal Institute of Canada recommends the use of "paired sales analysis" in the derivation of adjustments. This involves locating two very similar sales that sell in a similar time period. If the two sales differ in only one key feature, then the difference in sale price can be used as the "market indicator" for the adjustment for that feature. In practice, this concept usually only applies to newer homes in a subdivision. Commercial and industrial properties tend to be more unique and therefore, it is not always possible to find paired sales to derive adjustments. In the absence of paired sales, it is the appraisers' experience and judgment (based on observation), which is used for adjustments.

In order to establish reasonably achievable rates for the Subject, we have conducted a search of the Subject's area as well as other comparable markets area within the Cochrane, Sudbury and Timiskaming regions for transactions of development sites featuring comparable sizes, land use controls, locations and development risk. Our search yielded six sales, which are considered to provide a reasonable indication of rates for development sites similar to the Subject property. The map and comparable sale sheets included on the following pages detail the six comparable property sales we have identified and considered for analysis, followed by an overview of each comparable sale property.

Residential Land Comparable Sales

Index No.	Property Address	Closed Date	Site Size (Acres)	Sale Price (\$)	\$/Acre	Zoning/Land Use Designation
1	28 Quinn Cres, Black River- Matheson, Ontario	Dec 17, 2021	0.16	\$15,600	\$97,500	R1 – Residential / Residential Neighbourhood
2	7 Woods Ave, Moosonee, Ontario	Aug 20, 2021	0.31	\$13,000	\$41,935	Unorganized North Cochrane District
3	Lot 17, Yocom Drive, Espanola, Ontario	July 16, 2021	0.49	\$36,000	\$73,469	RR-14 – Rural Residential / RMH, Mobile Home
4	Lot 19, Savicky Drive, Espanola, Ontario	July 6, 2021	0.49	\$37,800	\$77,143	RR-14 – Rural Residential / RMH, Mobile Home
5	35 Watson Place, Cobalt, Ontario	Feb 15, 2021	0.15	\$10,000	\$66,666	R – Residential / Residential
SUBJECT	456 Albert St, Haileybury, Ontario	-	0.30	-	-	R3 – Medium Density Residential / Mixed-Use Area

Sales Comparable Map



Direct Comparison Sales Analysis

The land sales have been reduced to a similar unit of comparison, namely price per acre. The comparable sales provide unadjusted unit rates from \$41,935 to \$97,500 per acre and range in size from 0.15 to 0.49 acres. The properties sold between February 2021 and December 2021. The following is an analysis of the adjustments we have considered for each of the comparable sale properties.

Index No. 1

Index No.1 is the sale of a 0.16 acre site located at 28 Quinn Crescent, Black River-Matheson, Ontario. It sold for \$15,600 (\$97,500 per acre) on December 17, 2021. The parcel was vacant and unimproved at the time of sale.

- An upward adjustment is applied for the index's inferior location characteristics when compared to the subject
- Due to the economies of scale and the inverse relationship between site size and price per acre, smaller parcels typically transact at a premium. As such, a downward adjustment is applied as the index is smaller than the subject

Overall, a unit rate lower than \$97,500 per acre is considered to be appropriate for the subject property.

Index No. 2

Index No.2 is the sale of a 0.31 acre site located at 7 Woods Avenue, Moosonee, Ontario. It sold for \$13,000 (\$41,935 per acre) on August 20, 2021. The parcel was vacant and unimproved at the time of sale.

- A significant upward adjustment is applied for the index's inferior location characteristics when compared to the subject

Overall, a unit rate significantly higher than \$41,935 per acre is considered to be appropriate for the subject property.

Index No. 3

Index No.3 is the sale of a 0.49 site located at Lot 17, Yocom Drive, Espanola, Ontario. It sold for \$36,000 (\$73,469 per acre) on July 16, 2021.

- An upward adjustment is applied for the index's inferior location characteristics when compared to the subject
- Due to the economies of scale and the inverse relationship between site size and price per acre, smaller parcels typically transact at a premium. An upward adjustment is applied as the index is larger than the subject

Overall, a unit rate higher than \$73,469 per acre is considered to be appropriate for the subject property.



Index No. 4

Index No.4 is the sale of a 0.49 acre site located at Lot 19, Savicky Drive, Espanola, Ontario. It sold for \$37,800 (\$77,143 per acre) on July 6, 2021.

- An upward adjustment is applied for the index’s inferior location characteristics when compared to the subject
- Due to the economies of scale and the inverse relationship between site size and price per acre, smaller parcels typically transact act a premium. An upward adjustment is applied as the index is larger than the subject

Overall, a unit rate higher than \$77,143 per acre is considered to be appropriate for the subject property.

Index No. 5

Index No.5 is the sale of a 0.15 acre site located at 35 Watson Place, Cobalt, Ontario. It sold for \$10,000 (\$66,666 per acre) on February 15, 2021.

- Due to the economies of scale and the inverse relationship between site size and price per acre, smaller parcels typically transact act a premium. As such, a downward adjustment is applied as the index is smaller than the subject
- An upward adjustment is applied for inferior access as the index is located on the rear of an existing property

Overall, a unit rate higher than \$66,666 per acre is considered to be appropriate for the subject property.

Based on the preceding analysis, we are of the professional opinion that an appropriate unit value range for the Subject property would be between \$85,000 per acre and \$95,000 per acre. Applying such unit values to the total area of the property results in a range in estimated values as summarized in the table below.

VALUE MATRIX - LAND VALUATION		
SIZE (ACRE)	VALUE PER ACRE	VALUE ⁽¹⁾
0.300	\$85,000	\$30,000
0.300	\$90,000	\$30,000
0.300	\$95,000	\$30,000

(1) Rounded to nearest \$10,000

The forgoing analysis indicates an estimated value of **\$30,000** as of the effective date of this valuation.

Reconciliation and Final Estimate of Value

The Subject property is a 3,237 SF retail building located on a 0.87 acre site. The building represents good quality construction and was in good condition as of the effective date of the report.

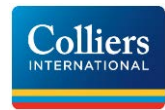
The approaches used in this valuation provide the following values:

VALUATION SUMMARY	
VALUATION INDICES	CURRENT MARKET VALUE AS-IS
INTEREST APPRAISED	LEASED FEE
DATE OF VALUE	JANUARY 5, 2022
INCOME APPROACH	
Overall Income Capitalization	\$6,930,000
Overall Income Capitalization \$/SF	\$2,141/SF
NOI	\$0
NOI \$/SF	\$0.00/SF
Capitalization Rate	12.50%
DIRECT COMPARISON APPROACH	
Direct Comparison	\$6,470,000
Direct Comparison \$/SF	\$1,999/SF
FINAL VALUE CONCLUSION	
FINAL VALUE	\$6,960,000
\$/SF	\$2,150/SF
Implied Capitalization Rate	0.00%
LAND VALUATION	
LAND VALUE	\$30,000
\$/Acre	\$90,000

For income producing properties such as the Subject, potential purchasers would place considerable emphasis on the income earning potential of the property. In this regard, the Income Approach would be the favoured method of valuation. In general, the Overall Income Capitalization method is favored over Discounted Cash Flow Analysis as it is less subjective. However, when valuing multi-tenant developments with varying rental rates, lease terms, etc., Discounted Cash Flow Analysis increases in significance, particularly when the net operating income is projected to change over the life of the investment.

The Direct Comparison Approach, which is primarily used with respect to the valuation of owner occupied buildings, is based on the price per square foot of similar property transactions. The Direct Comparison Approach, in this case, is supportive of the indications of value in the Income Approach.

Based on the foregoing, and with most weight applied to the Income Approach it is our opinion that the current market value as is of the leased fee interest in the property, subject to the assumptions set forth, and as at January 5, 2022, was:



VALUE TYPE	INTEREST APPRAISED	DATE OF VALUE	VALUE
Current Market Value As-Is	Leased Fee	January 5, 2022	\$6,960,000

The above value estimate is based on an exposure period of 12 months or less, assuming the basis of a transaction involving cash to the vendor, and is in conjunction with the Assumptions and Limiting Conditions stated within this appraisal. Of particular note are the Extraordinary Limiting Conditions and Extraordinary Assumptions outlined within the Terms of Reference section.



Certification

Gas Station & C-Store
219 Rorke Avenue & 456 Albert Street, Haileybury, Ontario P0J 1K0
(See Property Data Section for Legal Description)

I, the undersigned appraiser, certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct;
- The reported analyses, opinions and conclusions are limited only by the reported Assumptions and Limiting conditions, and are my impartial and unbiased professional analyses, opinions and conclusions;
- I have no past, present or prospective interest in the property that is the subject of this report and no personal and/or professional interest or conflict with respect to the parties involved with this assignment;
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
- My engagement in and compensation for this assignment were not contingent upon developing or reporting predetermined results, the amount of the value estimate, a conclusion favouring the client, or the occurrence of a subsequent event;
- My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP);
- I have the knowledge and experience to complete this assignment competently, and where applicable this report is co-signed in compliance with CUSPAP;
- Except as disclosed herein, no one has provided significant professional assistance to the person signing this report;
- As of the date of this report the undersigned has fulfilled the requirements of The Appraisal Institute of Canada's Continuing Professional Development Program;
- I am a member in good standing of the Appraisal Institute of Canada;
- I am licensed to practice in the Province of **Ontario**.

Information pertaining to inspection of the subject property is as follows:

SUBJECT PROPERTY INSPECTION			
APPRAISER	INSPECTED	EXTENT	DATE OF INSPECTION
Hadley Duncan, AACI, P. App	No	-	-



Final Estimate of Value

Based upon the data, analyses and conclusions contained herein, the current market value as is of the Leased Fee interest in the property described herein, as at January 5, 2022, is estimated to be as follows:

VALUE TYPE	INTEREST APPRAISED	DATE OF VALUE	VALUE
Current Market Value As-Is	Leased Fee	January 5, 2022	\$6,960,000

The above value estimate is based on an exposure period of 12 months or less, assuming the basis of a transaction involving cash to the vendor, and is subject to the Extraordinary Assumptions, Hypothetical Conditions and Extraordinary Limiting Conditions as detailed within the Terms of Reference section of this report, in addition to the Ordinary Assumptions and Limiting Conditions contained in the Addenda. Any alterations to either the information provided or the assumptions in this report may have a material impact on the value contained herein.

Appraiser

Hadley Duncan, AACI, P. App

Date: January 5, 2022

AIC Membership No. 906033

NOTE: For this appraisal to be valid, an original or a password protected digital signature is required.

Appendices

Appendix A	Ordinary Assumptions and Limiting Conditions
Appendix B	Definitions
Appendix C	GeoWarehouse Reports
Appendix D	Land Use / Zoning
Appendix E	Capitalization Rate Comparable Sales
Appendix F	Direct Comparison Comparable Sales

Appendix A

Ordinary Assumptions and Limiting Conditions

Ordinary Assumptions and Limiting Conditions

The certification that appears in this appraisal report is subject to compliance with the Personal Information and Electronic Documents Act (PIPEDA), Canadian Uniform Standards of Professional Appraisal Practice ("CUSPAP"), and the following conditions:

- 1) This report has been prepared at the request of **Noorallah Narozada** of To be Incorporated (the client) for the purpose of providing an estimate of the market value of **219 Rorke Avenue & 456 Albert Street, Haileybury, Ontario** (the Subject property) and for the specific use referred to. It is not reasonable for any party other than the person or those to whom this report is addressed to rely upon this appraisal without first obtaining written authorization from the client and the author of this report. This report has been prepared on the assumption that no other party will rely on it for any other purpose. Liability is expressly denied to any person other than the client and those who obtain written consent and, accordingly, no responsibility is accepted for any damage suffered by any such person as a result of decisions made or actions based on this report. Diligence by all intended users is assumed.
- 2) This report has been prepared at the request of **Noorallah Narozada** of To be Incorporated and for the exclusive (and confidential) use of the recipient as named and for the specific purpose and function as stated. Written consent from the authors must be obtained before any part of the appraisal report can be used for any use by anyone except the client and other intended users identified in the report. Liability to any other party or for any other use is expressly denied regardless of who pays the appraisal fee.
- 3) All copyright is reserved to the author and this report is considered confidential by the author and **Noorallah Narozada** of To be Incorporated. Possession of this report, or a copy thereof, does not carry with it the right to reproduction or publication in any manner, in whole or in part, nor may it be disclosed, quoted from or referred to in any manner, in whole or in part, without the prior written consent and approval of the author as to the purpose, form and content of any such disclosure, quotation or reference. Without limiting the generality of the foregoing, neither all nor any part of the contents of this report shall be disseminated or otherwise conveyed to the public in any manner whatsoever or through any media whatsoever or disclosed, quoted from or referred to in any report, financial statement, prospectus, or offering memorandum of the client, or in any documents filed with any governmental agency without the prior written consent and approval of the author as to the purpose, form and content of such dissemination, disclosure, quotation or reference.
- 4) The contents of this report are confidential and will not be disclosed by the author to any party except as provided for by the provisions of the CUSPAP and/or when properly entered into evidence of a duly qualified judicial or quasi-judicial body. The appraiser acknowledges that the information collected is personal and confidential and shall not use or disclose the contents of this report except as provided for in the provisions of the CUSPAP and in accordance with the appraiser's privacy policy. The client agrees that in accepting this report, it shall maintain the confidentiality and privacy of any personal information contained and shall comply in all material respects with the contents of the appraiser's privacy policy and in accordance with the PIPEDA.
- 5) This appraisal report, its content and all attachments/addendums and their content are the property of the appraiser. The client, intended users and any appraisal facilitator are prohibited, strictly forbidden and no permission is expressly or implicitly granted or deemed to be granted, to modify, alter, merge, publish (in whole or in part) screen scrape, database scrape, exploit, reproduce, decompile, reassemble or participate in any other activity intended to separate, collect, store, reorganize, scan, copy,

manipulate electronically, digitally, manually or by any other means whatsoever this appraisal report, addendum, all attachments and the data contained within for any commercial, or other, use.

- 6) The appraiser has agreed to enter into the assignment as requested by the client named in the report for the use specified by the client, which is stated in the report. The client has agreed that the performance of this appraisal and the report format are appropriate for the intended use.
- 7) This report is completed on the basis that testimony or appearance in court or at any administrative proceeding concerning this appraisal is not required unless specific arrangements to do so have been made beforehand. Such arrangements will include, but not necessarily be limited to, adequate time to review the appraisal report and data related thereto and for preparation and for any appearances that may be required, and the provision of appropriate additional compensation.
- 8) The estimated market value of the real estate that is the Subject of this appraisal pertains to the value of the **leased fee interest** in the real property. The property rights appraised exclude mineral rights, if any.
- 9) The concept of market value presumes reasonable exposure. The exposure period is the estimated length of time the asset being valued would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of valuation. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. The reasonable exposure period is a function not only of time and effort but will depend on the type of asset being valued, the state of the market at the date of valuation and the level at which the asset is priced. (The estimated length of the exposure period needed to achieve the estimated market value is set forth in the Letter of Transmittal, prefacing this report).
- 10) The analyses set out in this report relied on written and verbal information obtained from a variety of sources we considered reliable. However, these data are not guaranteed for accuracy. Unless otherwise stated, we did not verify client-supplied information, which we believed to be correct. Certain information has been accepted at face value, especially if there was no reason to doubt its accuracy. Other empirical data required interpretative analysis pursuant to the objective of this appraisal. Certain inquiries were outside the scope of this mandate.
- 11) The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. No title search has been performed, and the appraiser assumes that the title is good and marketable and free and clear of all value influencing encumbrances, encroachments, restrictions or covenants, including leases, unless otherwise noted in this report, and that there are no pledges, charges, liens or special assessments outstanding against the property other than as stated and described. The property is appraised on the basis of it being under responsible ownership. Matters of a legal nature, including confirming who holds legal title to the appraised property or any portion of the appraised property, are outside the scope of work and expertise of the appraiser. Any information regarding the identity of a property's owner or identifying the property owned by the listed client and/or applicant provided by the appraiser is for informational purposes only and any reliance on such information is unreasonable. Any information provided by the appraiser does not constitute any title confirmation. Any information provided does not negate the need to retain a real estate lawyer, surveyor or other appropriate experts to verify matters of ownership and/or title.
- 12) The property has been valued on the basis that there are no outstanding liabilities except as expressly noted, pursuant to any agreement with a municipal or other government authority, pursuant to any contract or agreement pertaining to the ownership and operation of the real estate or pursuant to any lease or agreement to lease, which may affect the stated value or saleability of the Subject property or any portion thereof.

- 13) The property has been valued on the basis that there is no action, suit, proceeding or investigation pending or threatened against the real estate or affecting the titular owners of the property, at law or in equity or before or by any federal, provincial or municipal department, commission, board, bureau, agency or instrumentality which may adversely influence the value of the real estate appraised.
- 14) The legal description of the property and the area of the site were obtained from the GeoWarehouse. No survey of the property has been made. Any plans and sketches contained in this report show approximate dimensions only and are included solely to aid the recipient in visualizing the location of the property, the configuration and boundaries of the site and the relative position of the improvements on the said lands. It is unreasonable to rely on this report as an alternative to a survey, and an accredited surveyor ought to be retained for such matters.
- 15) The property has been valued on the basis that the real estate complies in all material respects with any restrictive covenants affecting the site and has been built and is occupied and being operated, in all material respects, in full compliance with all Government regulations and requirements of law, including all zoning, land use classification, building codes, planning, fire and health by-laws, rules, regulations, orders and codes of all federal, provincial, regional and municipal governmental authorities having jurisdiction with respect thereto, and that if it doesn't comply, any such non-compliance may affect market value. (It is recognized there may be work orders or other notices of violation of law outstanding with respect to the real estate and that there may be certain requirements of law preventing occupancy of the real estate as described in this report. However, such circumstances have not been accounted for in the appraisal process).
- 16) The term "inspection" refers to observation and reporting of the general material finishing and conditions seen for the purposes of a standard appraisal inspection. The inspection scope of work includes the identification of marketable characteristics/amenities offered for comparison and valuation purposes only, in accordance with the CUSPAP.
- 17) The opinions of value and other conclusions contained assume satisfactory completion of any work remaining to be completed in a good and workmanlike manner. Further inspection may be required to confirm completion of such work. The appraiser has not confirmed that all mandatory building inspections have been completed to date, nor has the availability/issuance of an occupancy permit been confirmed. The appraiser has not evaluated the quality of construction, workmanship or materials. It should be clearly understood that this physical inspection does not imply compliance with any building code requirements as this is beyond the professional expertise of the appraiser.
- 18) The author of this report is not qualified to comment on environmental issues (including, without limitation any chemical or biological issues) that may affect the market value of the property appraised, including but not limited to pollution or contamination of land, buildings, water, groundwater or air. Unless expressly stated, the property is assumed to be free and clear of pollutants and contaminants, including but not limited to moulds or mildews or the conditions that might give rise to either, and in compliance with all regulatory environmental requirements, government, or otherwise, and free of any environmental condition, past, present or future, that might affect the market value of the property appraised. If the party relying on this report requires information about environmental issues then that party is cautioned to retain an expert qualified in such issues. We expressly deny any legal liability relating to the effect of environmental issues on the market value of the property appraised.
- 19) Unless otherwise stated in this report, the appraiser has no knowledge of any hidden or unapparent conditions of the property (including, but not limited to, its soils, physical structure, mechanical or other operating systems, its foundation, etc.) or adverse environmental conditions (on it or a neighbouring property, including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable. It has been assumed that there are no such conditions unless they were observed at the time of inspection or became apparent during the normal research involved in

completing the appraisal. This report should not be construed as an environmental audit or detailed property condition report, as such reporting is beyond the scope of this report and/or the qualifications of the appraiser. The author makes no guarantees or warranties, express or implied, regarding the condition of the property, and will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. The bearing capacity of the soil is assumed to be adequate.

- 20) Investigations have been undertaken in respect of matters which regulate the use of land. However, no inquiries have been placed with the fire department, the building inspector, the health department or any other government regulatory agency with respect to the Subject property's compliance with all applicable regulations, unless such investigations are expressly represented to have been made in this report. Assumptions have been made that the Subject property is in compliance with all such regulations. The Subject property must comply with such regulations and, if it does not comply, its non-compliance may affect the market value of this property. To be certain of such compliance, further investigations may be necessary. Any information provided by the appraiser does not negate the need to retain an appropriately qualified professional to determine government regulation compliance.
- 21) The interpretation of any leases and other contractual agreements, pertaining to the operation and ownership of the property, as expressed, is solely the opinion of the author and should not be construed as a legal interpretation. Further, any summaries of such contractual agreements are presented for the sole purpose of giving the reader an overview of the salient facts thereof.
- 22) The estimated market value of the property does not necessarily represent the value of the underlying shares of the entity owning the property, if the asset is so held, as the value of the shares could be affected by other considerations. Further, the estimated market value does not include consideration of any extraordinary financing, rental or income guarantees, special tax considerations or any other atypical benefits which may influence the ordinary market value of the property, unless the effects of such special conditions, and the extent of any special value that may arise therefrom, have been described and measured in this report.
- 23) Should title to the real estate presently be held (or changed to a holding) by a partnership, in a joint venture, through a Co-tenancy arrangement or by any other form of divisional ownership, the value of any fractional interest associated therewith may be more or less than the percentage of ownership appearing in the contractual agreement pertaining to the structure of such divisional ownership. For the purposes of our valuation, we have not made any adjustment for the value of a fractional interest.
- 24) In the event of syndication, the aggregate value of the limited partnership interests may be greater than the value of the freehold or fee simple interest in the real estate, by reason of the possible contributory value of non-realty interests or benefits such as provision for tax shelter, potential for capital appreciation, special investment privileges, particular occupancy and income guarantees, special financing or extraordinary agreements for management services.
- 25) Unless otherwise noted, the estimated market value of the property referred to is predicated upon the condition that it would be sold on a cash basis to the vendor subject to any contractual agreements and encumbrances as noted in this report as-is and where-is, without any contingent agreements or caveats. Other financial arrangements, good or cumbersome, may affect the price at which this property might sell in the open market.
- 26) Because market conditions, including economic, social and political factors, change rapidly and, on occasion, without notice or warning, the estimate of market value expressed, as of the effective date of this appraisal, cannot be relied upon as of any other date except with further advice from the appraiser and confirmed in writing.
- 27) The value expressed is in Canadian dollars.



- 28) This report is only valid if it bears the original or password secured digital signature(s) of the author(s). If transmitted electronically, this report will have been digitally signed and secured with personal passwords to lock the appraisal file. Due to the possibility of digital modification, only originally signed reports and those reports sent directly by the appraiser, can be relied upon without fault.
- 29) These Ordinary Assumptions and Limiting Conditions shall be read with all changes in number and gender as may be appropriate or required by the context or by the particulars of this mandate.
- 30) Where the intended use of this report is for financing or mortgage lending or mortgage insurance, it is a condition of reliance on this report that the authorized user has or will conduct lending underwriting and insurance underwriting and rigorous due diligence in accordance with the standards of a reasonable and prudent lender or insurer, including but not limited to ensuring the borrower's demonstrated willingness and capacity to service his/her debt obligations on a timely basis, and to conduct loan underwriting or insuring due diligence similar to the standards set out by the Office of the Superintendent of Financial Institutions (OSFI), even when not otherwise required by law. Liability is expressly denied to those that do not meet this condition. Any reliance on this report without satisfaction of this condition is unreasonable.

Appendix B

Definitions

Definitions

Property Interests

- Fee Simple** • Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, expropriation, police power and escheat.
- Leased Fee Interest** • The ownership interest held by the lessor, which includes the right to the contract rent specified in the lease plus the reversionary right when the lease expires.
- Leasehold Interest** • The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

General Definitions

Adjusted or Stabilized Overall Capitalization Rate is usually derived from transactions with excessive vacancy levels or contract rents over/under market levels. In such cases, net operating income is “normalized” to market levels and the price adjusted to reflect expected costs required to achieve the projected net operating income.

The Cost Approach is a method through which a value indication is derived for the fee simple estate by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive or profit; deducting depreciation from the total cost; and adding the estimated land value. Adjustments may then be made to the indicated value of the fee simple estate in the Subject property to reflect the value of the property interest being appraised.

Direct or Overall Capitalization refers to the process of converting a single year’s income with a rate or factor into an indication of value.

The Direct Comparison Approach examines the cost of acquiring equally desirable and valuable substitute properties, indicated by transactions of comparable properties, within the market area. The characteristics of the sale properties are compared to the Subject property on the basis of time and such features as location, size and quality of improvements, design features and income generating potential of the property.

Discount Rate is a yield rate used to convert future payments or receipts into a present value.

Discounted Cash Flow Technique offers an opportunity to account for the anticipated growth or decline in income over the term of a prescribed holding period. More particularly, the value of the property is equivalent to the discounted value of future benefits. These benefits represent the annual cash flows (positive or negative) over a given period of time, plus the net proceeds from the hypothetical sale at the end of the investment horizon.

Two rates must be selected for an application of the DCF process:

- the internal rate of return or discount rate used to discount the projected receivables;

- an overall capitalization rate used in estimating reversionary value of the asset.

The selection of the discount rate or the internal rate of return is based on comparing the Subject Property to other real estate opportunities as well as other forms of investments. Some of the more common benchmarks in the selection of the discount rate are the current yields on long term bonds and mortgage interest rates.

Exposure Time - The Canadian Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Institute of Canada define “Exposure Time” (The Appraisal Institute of Canada, Canadian Uniform Standards of Professional Appraisal Practice, 2020 ed. Page 6) as:

“The estimated length of time the property interest being appraised would have been offered on the market before the hypothetical consummation of a sale at the estimated value on the Effective Date of the appraisal.”

Fair Value (International Financial Reporting Standards) – IFRS 13 defines “Fair Value” as:

“The price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.”

Highest and Best Use - The Canadian Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Institute of Canada define “Highest and Best Use” (The Appraisal Institute of Canada, Canadian Uniform Standards of Professional Appraisal Practice, 2020 ed. Page 8) as:

“The reasonably probable use of Real Property, that is physically possible, legally permissible, financially feasible, and maximally productive, and that results in the highest value.”

The Income Approach is based on the premise that properties are purchased for their income producing potential. It considers both the annual return on the invested principal and the return of the invested principal. This valuation technique entails careful consideration of contract rents currently in place, projected market rents, other income sources, vacancy allowances, and projected expenses associated with the efficient operation and management of the property. The relationship of these income estimates to property value, either as a single stream or a series of projected streams, is the essence of the income approach. The two fundamental techniques utilized within the Income Approach include the Overall Income Capitalization and Discounted Cash Flow Techniques.

Internal Rate of Return is the yield rate that is earned or expected over the period of ownership. It applies to all expected benefits including the proceeds of sale at the end of the holding period. The IRR is the Rate of Discount that makes the net present value of an investment equal zero.

Market Value - The Canadian Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Institute of Canada define “Market Value” (The Appraisal Institute of Canada, Canadian Uniform Standards of Professional Appraisal Practice, 2020 ed. Page 10) as:

“The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite

to a fair sale, with the buyer and the seller each acting prudently, knowledgeably, and for self-interest, assuming that neither is under duress.”

Net Operating Income is the actual or anticipated net income remaining after all operating expenses are deducted from effective gross income before debt service and depreciation. Net Operating Income is usually calculated for the current fiscal year or the forthcoming year.

Overall Capitalization Rate is an income rate that reflects the relationship between a single year's net operating income expectancy and the total property price. The Overall Capitalization Rate converts net operating income into an indication of a property's overall value.

The Overall Income Capitalization Technique analyzes the relationship of current projected stabilized net operating income to total property value. The stabilized net operating income is capitalized at a rate that implicitly considers expected growth in cash flow and growth in property value over a buyer's investment horizon. The implied value may be adjusted to account for non-stabilized conditions or required capital expenditures to reflect an as is value.

A Yield Rate is applied to a series of individual incomes to obtain a present value of each.

Appendix C

GeoWarehouse Report



GeoWarehouse Property Report Generated on January 06, 2022

**219 RORKE AVE
HAILEYBURY**

PIN 613520137

GeoWarehouse Report



This report was prepared by:
Tim Loch
Director, Valuations & Advisory Services

tim.loch@colliers.com

Colliers International
181 Bay Street, Suite 1400
Toronto, Ontario, Canada, M5J 2V1
Office: 4166433496

Property Details

GeoWarehouse Address:

219 RORKE AVE
HAILEYBURY

PIN:	613520137
Land Registry Office:	TIMISKAMING (54)
Land Registry Status:	Active
Registration Type:	Certified (Land Titles)
Ownership Type:	Freehold





219 RORKE AVE, HAILEYBURY | PIN 613520137

Ownership

Owner Name:
2634189 ONTARIO INC.

Legal Description

PCL 12613 SEC SST; LT 05-00 PL M48NB BUCKE; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING

Lot Size

Area: 24843.08 sq.ft

Perimeter: 695.54 ft.

Measurements: 99.69ft. x 249.22ft. x 99.69ft. x 249.22ft.

Lot Measurement Accuracy : LOW
These lot boundaries may have been adjusted to fit within the overall parcel fabric and should only be considered to be estimates.



Sales History

Sale Date	Sale Amount	Type	Party To	Notes
Mar 01, 2019	\$1,000,000	Transfer	2634189 ONTARIO INC.;	See Notes 1
Jun 03, 2010	\$551,132	Transfer	MIKE'S ONE STOP INC.;	
Dec 18, 1998	\$183,200	Transfer	BOUFFARD, JOSEPH MICHEL CLAUDE;	

Notes :

- The following Pins were transferred together with the subject Property
613520155



219 RORKE AVE, HAILEYBURY | PIN 813520137

Terms and Conditions

Reports Not the Official Record. Reports, other than the Parcel Register, obtained through Geowarehouse are not the official government record and will not necessarily reflect the current status of interests in land.

Currency of Information. Data contained in the Geowarehouse reports are not maintained real-time. Data contained in reports, other than the Parcel Register, may be out of date ten business days or more from data contained in POLARIS.

Coverage. Data, information and other products and services accessed through the Land Registry Information Services are limited to land registry offices in the areas identified on the coverage map.

Completeness of the Sales History Report. Some Sales History Reports may be incomplete due to the amount of data collected during POLARIS title automation. Subject properties may also show nominal consideration or sales price (e.g. \$2) in cases such as transfers between spouses or in tax exempt transfers.

Demographic Information. Demographic information is obtained from Environics Analytics. Environics Analytics acquires and distributes Statistics Canada files in accordance with the Government of Canada's Open Data Policy. No information on any individual or household was made available to Environics Analytics by Statistics Canada. PRIZM and selected PRIZM/C2 nicknames are registered trademarks of The Nielsen Company (U.S.) and are used with permission.

The Property Information Services, reports and information are provided "as is" and your use is subject to the applicable Legal Terms and Conditions. Some information obtained from the Land Registry Information Services is not the official government record and will not reflect the current status of interests in land. Use of personal information contained herein shall relate directly to the purpose for which the data appears in land registry records and is subject to all applicable privacy legislation in respect of personal information. Such information shall not be used for marketing to a named individual.

Parcel Mapping shown on the site was compiled using plans and documents recorded in the Land Registry System and has been prepared for property indexing purposes only. It is not a Plan of Survey. For actual dimensions of property boundaries, see recorded plans and documents.



GeoWarehouse Property Report Generated on January 06, 2022

**456 ALBERT ST
HAILEYBURY**

PIN 613520155

GeoWarehouse Report



This report was prepared by:
Tim Loch
Director, Valuations & Advisory Services

tim.loch@colliers.com

Colliers International
181 Bay Street, Suite 1400
Toronto, Ontario, Canada, M5J 2V1
Office: 4166433496

Property Details

GeoWarehouse Address:

456 ALBERT ST
HAILEYBURY

PIN: 613520155

Land Registry Office: TIMISKAMING (54)

Land Registry Status: Active

Registration Type: Certified (Land Titles)

Ownership Type: Freehold





456 ALBERT ST, HAILEYBURY | PIN 813520155

Ownership

Owner Name:
2634189 ONTARIO INC.

Legal Description

PCL 23350 SEC SST; PT LT 188 PL M48NB BUCKE; PT LT 189 PL M48NB BUCKE; PT LT 190 PL M48NB BUCKE PT 1 54R3008; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING

Lot Size

Area: 13045.85 sq.ft

Perimeter: 472.44 ft.

Measurements: 87.31ft. x 149.53ft. x 87.31ft. x 149.53ft.

Lot Measurement Accuracy : LOW
These lot boundaries may have been adjusted to fit within the overall parcel fabric and should only be considered to be estimates.



Sales History

Sale Date	Sale Amount	Type	Party To	Notes
Mar 01, 2019	\$1,000,000	Transfer	2634189 ONTARIO INC.;	See Notes 1
Mar 10, 2018	\$50,000	Transfer	MIKE'S ONE STOP INC.;	
Dec 22, 2011	\$15,000	Transfer	BOUFFARD, MICHEL JOSEPH;	
May 30, 2006	\$13,141	Transfer	DOUPE, ROSE MARY;	
Jan 27, 1995	\$26,500	Transfer	PARENT, ROBERT DONALD; PARENT, TAMMY LYNN;	

Notes :

- The following Pins were transferred together with the subject Property
813520137



Terms and Conditions

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Appendix D

Land Use / Zoning

Section 7: Commercial Zones

7.1 Establishment of Commercial Zones

The Commercial Zones established by this By-law are:

ZONE	SYMBOL	DESCRIPTION
General Commercial Zone	C1	Traditional downtown and general commercial areas (New Liskeard)
General Commercial Zone	C1A	Traditional downtown and general commercial areas (Haileybury)
Highway Commercial Zone	C2	Highway commercial areas
Neighbourhood Commercial Zone	C3	Neighbourhood commercial uses that provide services to the local neighbourhood
Tourist Commercial Zone	C4	Commercial properties providing primarily tourist accommodation and camps.

7.2 General Prohibition

No person shall within any Commercial Zone, use any land, or erect, alter, or use any building or structure except as specified hereunder, and in accordance with all other applicable provisions of this By-law.

7.3 Permitted Uses

Uses permitted in a Zone are noted by the symbol '●' in the column applicable to that Zone and corresponding with the row for a specific permitted use in the Permitted Uses Table. A number(s) following the symbol '●', zone heading or identified permitted use, indicates that one or more conditions apply to the use noted or, in some cases, to the entire Zone. Conditions are listed in the Footnotes below the Permitted Principal Uses Table, Table 7.1, and Permitted Accessory Uses Table, Table 7.2.

TABLE 7.1 – PERMITTED PRINCIPAL USES

Permitted Uses	Zones				
	C1	C1A	C2	C3	C4
	General Commercial (New Liskeard)	General Commercial (Haileybury)	Highway Commercial	Neighbourhood Commercial	Tourist Commercial
Agricultural Processing Establishment			•		
Agricultural Produce Warehouse			•		
Agricultural Product Sales Outlet			•		
Agricultural Services			•		
Agricultural Supply/Implement Dealership			•		
Boarding House	•	•			
Building Supply Establishment			•		
Bulk Sales Establishment			•		
Business, Professional or Administrative Office	•	•	•		
Contractor's Establishment			•		
Convenience Store	•	•	•	•	
Child Care Centre	•	•	•	•	
Driving Range			•		
Dry Cleaning Establishment	•	•	•	•	
Dwelling, Apartment		•(*1)			
Dwelling, Multiple		•(*1)			
Dwelling, Semi-Detached	•(*1)	•(*1)			
Dwelling, Single Detached	•(*1)	•(*1)			•(*1)
Dwelling, Street Townhouse		•(*1)			
Educational Establishment	•	•	•		
Equipment Sales, Service & Rental Establishment			•		
Financial Establishment	•	•	•		
Funeral Home	•	•	•		
Greenhouse, Nursery, Garden Centre	•	•	•		
Grocery Store	•	•	•		
Group Home	•	•	•		
Health Services Establishment	•	•	•		
Home for Special Care	•	•			•
Hospital			•		
Hotel/Motel	•	•	•		•
Kennel			•		
Laundromat	•	•	•	•	
Long Term Care Home	•	•			

TABLE 7.1 – cont'd

Permitted Uses	Zones				
	C1	C1A	C2	C3	C4
	General Commercial (New Liskeard)	General Commercial (Haileybury)	Highway Commercial	Neighbourhood Commercial	Tourist Commercial
Marina	•	•	•		
Marine Sales & Service Establishment	•	•	•		
Market	•	•	•	•	
Motor Vehicle Body Repair Shop	•	•	•		
Motor Vehicle Dealership	•	•	•		
Motor Vehicle Service Station	•	•	•		
Motor Vehicle Washing Establishment	•	•	•		
Outdoor Recreation, Active	•	•	•		•
Outdoor Recreation, Passive	•	•	•		•
Parking Lot	•	•	•		
Personal Service Establishment	•	•	•	•	
Place of Assembly	•	•	•		
Place of Entertainment	•	•	•		
Place of Recreation	•	•	•		
Place of Worship	•	•	•		
Printing Establishment	•	•	•		
Recreational Vehicle Sales and Service Establishment			•		
Restaurant	•	•	•	• (*2)	• (*1)
Restaurant, Drive-Through or Take-Out	•	•	•		
Retail Store	•	•	•	• (*2)	
Self Storage Facility			•		
Service Establishment	•	•	•		
Tourist Camping Establishment					•
Tourist Establishment	•	•	•		•
Transportation Depot			•		
Veterinary Establishment	•	•	•		
Wayside Pit or Quarry			•		
Wholesale Establishment			•		

TABLE 7.2 – PERMITTED ACCESSORY USES

Accessory Uses	Zones				
	C1	C1A	C2	C3	C4
Principal Use	General Commercial	General Commercial	Highway Commercial	Neighbourhood Commercial	Tourist Commercial
Bed and Breakfast Establishment	●(*3)	●(*3)			
Dwelling Unit in a non-residential building	●	●	●	●	
Home Occupation	●(*3)	●(*3)	●(*3)		
Outdoor Storage			●		
Private Home Child Care	●(*3)	●(*3)	●(*3)	●	
Second Dwelling Unit	●(*3)	●(*3)			

7.3.1 Notes to Permitted Uses

- (*1) Legally Existing only;
- (*2) To a maximum 150 square metres per establishment;
- (*3) Located in a legally existing single detached or semi-detached dwelling only.

7.4 Lot Requirements

No person shall, within any Commercial Zone, use any lot or erect, alter or use any building or structure except in accordance with the standards in the Lot Requirements Table. A number(s) following a Lot Requirement, zone heading or description of the requirement, indicates that one or more conditions apply to the requirement noted or, in some cases, to the entire Zone. Conditions are listed in the Footnotes below the Lot Requirements Table, Table 7.3.

Section 6: Residential Zones

6.1 Establishment of Residential Zones

The Residential Zones established by this By-law are:

ZONE	SYMBOL	DESCRIPTION
Rural Residential Zone	R1	Rural Residential
Low Density Residential Zone	R2	Low Density Residential (1 and 2 units) within Settlement Areas; may be on full, partial or private services
Medium Density Residential Zone	R3	Medium Density Residential (up to 4 units)
High Density Residential Zone	R4	High Density Residential Zone (5 units and over)
Mobile Home Residential	MH	Mobile Home Park

6.2 General Prohibition

No person shall within any Residential Zone, use any land, or erect, alter, or use any *building* or *structure* except as specified hereunder, and in accordance with all other applicable provisions of this By-law.

6.3 Permitted Uses

Uses permitted in a Zone are noted by the symbol '●' in the column applicable to that Zone and corresponding with the row for a specific permitted use in the Permitted Uses Table. A number(s) following the symbol '●', zone heading or identified permitted use, indicates that one or more conditions apply to the use noted or, in some cases, to the entire Zone. Conditions are listed in the Footnotes below the Permitted Principal Uses Table, Table 6.1, and Permitted Accessory Uses Table, Table 6.2.

TABLE 6.1 – PERMITTED PRINCIPAL USES

Permitted Uses	Zones				
	R1	R2	R3	R4	MH
Residential Use	Rural Residential	Low Density Residential	Medium Density Residential	High Density Residential	Mobile Home Residential
Dwelling, Single Detached	●	●	●		
Dwelling, Semi-detached		●	●		
Dwelling, Duplex		●	●		
Dwelling, Multiple, up to 4 units			●		
Dwelling, Multiple, 5 or more units				●	
Dwelling, Street Townhouse			● (*1)	●	
Dwelling, Mobile Home					●
Other Uses					
Boarding House		●	●		
Cemetery	●	●	●	●	
Group Home	●	●	●	●	
Home for Special Care			●	●	
Retirement Home				●	

TABLE 6.2 – PERMITTED ACCESSORY USES

Accessory Use	Zones				
	R1	R2	R3	R4	MH
	Rural Residential	Low Density Residential	Medium Density Residential	High Density Residential	Mobile Home Residential
Second Dwelling Unit	●	●	●		
Bed and Breakfast Establishment	●	●	●	●	
Home Occupation	●	●	●	●	
Home Industry	●	●	●	●	
Private Home Child Care	●	●	●	●	

6.3.1 Notes to Permitted Uses:

(*1) To a maximum of four dwellings.

Appendix E

Capitalization Rate Comparable Sales

**COMPARABLE 1: Gas Station & Retail
8906 Wellington Road, Erin, ON**



LOCATION / SITE INFORMATION

Address	8906 Wellington Road
City, Province	Erin, ON
Legal Description	PT LT 13 CON 3 ERIN PT 3, 61R3552; S/T
Site Size	1.1 Acres (49,833 SF)
Topography	Level
Site Configuration	Flag
Location	Good
Access	Good
Exposure	Good
Zoning	C3-103

SALE INFORMATION

Purchaser	Jagdev Sembhi
Vendor	2025318 Ontario Inc.
Transaction Date	October 4, 2021
Transaction Status	Recorded
Transaction Price	\$4,790,000
Analysis Price	\$4,790,000
Rights Transferred	Leased Fee
Financing	Undisclosed
Conditions of Sale	Arms-Length

IMPROVEMENTS INFORMATION

Property Type	Retail
Sub-Type	Gas Station
No. of Buildings	2
Building Structure	Concrete
Design / Layout	Good/Excellent
Quality	Good/Excellent
Condition	Good/Excellent
Building Size (SF)	8,400
Floor Area Ratio	0.2
Year Built	2007

OPERATING INCOME

	<u>TOTAL</u>	<u>PER SF</u>
Gross Income	N/Av	N/Av
Vacancy & Credit Loss @ N/Av	N/Av	N/Av
Effective Gross Income	N/Av	N/Av
Expenses	(\$192,838)	(22.96)
Contingency	N/Av	N/Av
Net Operating income	\$447,916	53.32
Occupancy at Sale	100.0%	
Expenses % of GI / EGI	N/Av	N/Av

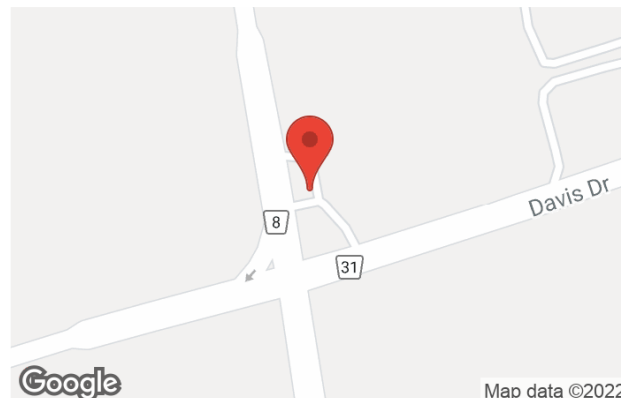
ANALYSIS INFORMATION

Price Per SF	\$570
Capitalization Rate	9.35%

REMARKS

This is a pending transaction that pertains to a gas station with two residential units located on the second floor and two food partners being Coffee Style and Mr. Sub. The residential units are comprised of an excellent quality 4 bedroom unit and an average quality bachelor. This property was sold as going concern which includes rental income from the two residential units as well as a retail unit on the ground floor. The property has additional repair garage and telecommunication tower income. The improvements include an approximately 2,040 SF gas canopy with 4 fuel pumps. This transaction's fuel volume was equal to approximately 2,700,000 litres in 2020.

COMPARABLE 2: Gas Station & Retail
17551 Woodbine Ave, East Gwillimbury, ON



LOCATION / SITE INFORMATION

Address	17551 Woodbine Ave
City, Province	East Gwillimbury, ON
Legal Description	PART LOT 1 CON 4 DES AS PART 1,
Site Size	3.2 Acres (137,127 SF)
Topography	Generally Level
Site Configuration	Generally Rectangular
Location	Average
Access	Good/Excellent
Exposure	Good/Excellent
Zoning	M2

SALE INFORMATION

Purchaser	12941295 Canada Inc.
Vendor	Penguin Petroleum Products Ltd.
Transaction Date	September 16, 2021
Transaction Status	Recorded
Transaction Price	\$7,113,000
Analysis Price	\$7,113,000
Rights Transferred	Fee Simple
Financing	Undisclosed
Conditions of Sale	Arms-Length

IMPROVEMENTS INFORMATION

Property Type	Retail
Sub-Type	Gas Station
No. of Buildings	2
Building Structure	Concrete
Design / Layout	Good
Quality	Good/Excellent
Condition	Good/Excellent
Building Size (SF)	3,022
Floor Area Ratio	0.0
Year Built	1994

OPERATING INCOME

	<u>TOTAL</u>	<u>PER SF</u>
Gross Income	\$590,415	195.37
Vacancy & Credit Loss @ 0.0%	\$0	0.00
Effective Gross Income	\$590,415	195.37
Expenses	N/Av	N/Av
Contingency	N/Av	N/Av
Net Operating income	\$590,415	195.37
Occupancy at Sale	100.0%	
Expenses % of GI / EGI	N/Av	N/Av

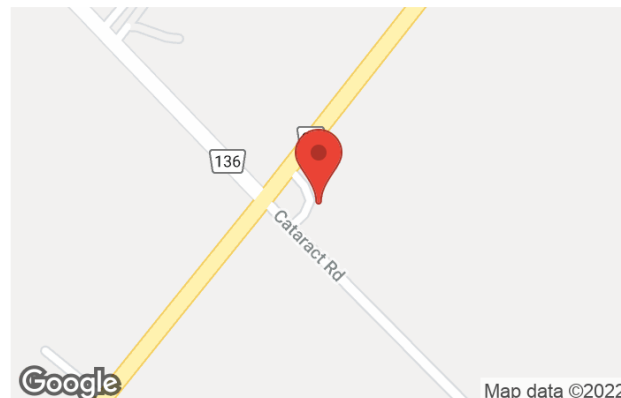
ANALYSIS INFORMATION

Price Per SF	\$2,354
Capitalization Rate	8.30%

REMARKS

Sale of an Esso branded gas station and convenience store with a Tim Hortons food partner with rear drive-thru. The station was comprised of a retail building and gas canopy with 4 pumps and 9 dispensers. The property was renovated in 2019. The station had additional revenue streams of ATM/Lotto. The sale included the business operations, real property, and chattels. Fuel volume was 5.96 mil in 2019; 5.62 mil in 2020.

COMPARABLE 3: Gas Station & Retail
1521 Charleston Road, Caledon, ON



LOCATION / SITE INFORMATION

Address	1521 Charleston Road
City, Province	Caledon, ON
Legal Description	Long legal exists
Site Size	1.0 Acres (43,516 SF)
Topography	Generally Level
Site Configuration	Generally Rectangular
Location	Average
Access	Good/Excellent
Exposure	Good/Excellent
Zoning	NEP

SALE INFORMATION

Purchaser	12016885 Canada Inc.
Vendor	Usra Fuel Inc.
Transaction Date	November 4, 2020
Transaction Status	Recorded
Transaction Price	\$3,230,000
Analysis Price	\$3,230,000
Rights Transferred	Leased Fee
Financing	Undisclosed
Conditions of Sale	Arms-Length

IMPROVEMENTS INFORMATION

Property Type	Retail
Sub-Type	Gas Station
No. of Buildings	3
Building Structure	Wood
Design / Layout	Average
Quality	Average
Condition	Average
Building Size (SF)	8,450
Floor Area Ratio	0.2
Year Built	1971

OPERATING INCOME

	<u>TOTAL</u>	<u>PER SF</u>
Gross Income	\$319,800	37.85
Vacancy & Credit Loss @ 0.0%	\$0	0.00
Effective Gross Income	\$319,800	37.85
Expenses	N/Av	N/Av
Contingency	N/Av	N/Av
Net Operating income	\$319,800	37.85
Occupancy at Sale	100.0%	
Expenses % of GI / EGI	N/Av	N/Av

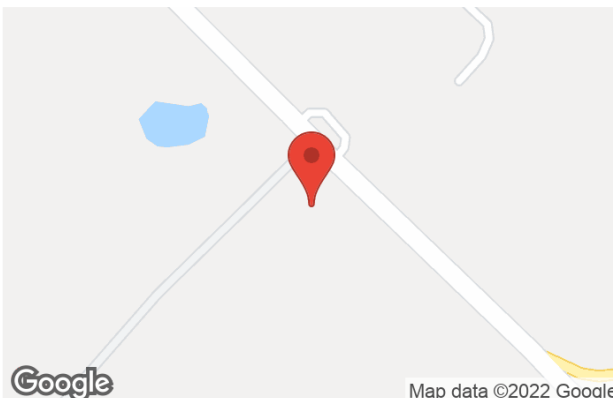
ANALYSIS INFORMATION

Price Per SF	\$382
Capitalization Rate	9.90%

REMARKS

Sale of an owner operated gas station, with a 1,400 SF convenience store and leased space utilized for a restaurant and mechanic shop. Additional income from UHaul storage. The transaction involved the sale of the business operations, equipment, and real property. The property was an Esso branded gas station with local retail tenancies. The gas canopy offered 4 fueling pumps (8 dispensers).

COMPARABLE 4: Gas Station & Retail
311 Brock Road South, Puslinch, ON



LOCATION / SITE INFORMATION

Address	311 Brock Road South
City, Province	Puslinch, ON
Legal Description	Long legal exists
Site Size	0.7 Acres (31,799 SF)
Topography	Generally Level
Site Configuration	Rectangular
Location	Good
Access	Good
Exposure	Good/Excellent
Zoning	C2

SALE INFORMATION

Purchaser	2603642 Ontario Incorporated
Vendor	2342060 Ontario Incorporated
Transaction Date	April 11, 2018
Transaction Status	Recorded
Transaction Price	\$5,825,000
Analysis Price	\$5,825,000
Recording Number	RealTrack-RT133301
Rights Transferred	Fee Simple
Financing	Undisclosed
Conditions of Sale	Arms-Length

IMPROVEMENTS INFORMATION

Property Type	Retail
Sub-Type	Gas Station
No. of Buildings	1
Building Structure	Block
Design / Layout	Good
Quality	Good
Condition	Good
Building Size (SF)	1,838
Floor Area Ratio	0.1
Year Built	1972

OPERATING INCOME

	<u>TOTAL</u>	<u>PER SF</u>
Gross Income	\$692,000	376.50
Vacancy & Credit Loss @ 0.0%	\$0	0.00
Effective Gross Income	\$692,000	376.50
Expenses	N/Av	N/Av
Contingency	N/Av	N/Av
Net Operating income	\$692,000	376.50
Occupancy at Sale	100.0%	
Expenses % of GI / EGI	N/Av	N/Av

ANALYSIS INFORMATION

Price Per SF	\$3,169
Capitalization Rate	11.88%

REMARKS

Sale of an owner operated gas station with a retail tenant. The transaction involved the sale of the business operations, equipment, and real property. According to the broker, this property was an Ultramar branded gas bar and card lock selling 18 million litres per annum at the time of sale. The transaction includes a 1,838 square foot retail building with a convenience store and a pizza pizza, in addition to a truck card lock station. The 3,376 SF gas bar provides 4 fueling pumps (8 dispensers) and the card lock provides 4 fueling stations (8 pumps).

COMPARABLE 5: Gas Station & Retail
9101 Highway 11 South, Huntsville, ON



LOCATION / SITE INFORMATION

Address	9101 Highway 11 South
City, Province	Huntsville, ON
Legal Description	Long legal exists
Site Size	15.9 Acres (693,475 SF)
Topography	Generally Level
Site Configuration	Generally Rectangular
Location	Good
Access	Average/Good
Exposure	Average
Zoning	Commercial

SALE INFORMATION

Purchaser	SM SJ Karas Petroleum Inc
Vendor	2421436 Ontario Inc
Transaction Date	December 22, 2017
Transaction Status	Recorded
Transaction Price	\$2,900,000
Analysis Price	\$2,900,000
Recording Number	Confidential
Rights Transferred	Fee Simple
Financing	Undisclosed
Conditions of Sale	Arms-Length

IMPROVEMENTS INFORMATION

Property Type	Retail
Sub-Type	Gas Station
No. of Buildings	1
Building Structure	Brick
Design / Layout	Good
Quality	Average
Condition	Average
Building Size (SF)	5,669
Floor Area Ratio	0.0
Year Built	1963

OPERATING INCOME

	<u>TOTAL</u>	<u>PER SF</u>
Gross Income	N/Av	N/Av
Vacancy & Credit Loss @ N/Av	N/Av	N/Av
Effective Gross Income	N/Av	N/Av
Expenses	N/Av	N/Av
Contingency	N/Av	N/Av
Net Operating income	\$273,000	48.16
Occupancy at Sale	100.0%	
Expenses % of GI / EGI	N/Av	N/Av

ANALYSIS INFORMATION

Price Per SF	\$512
Capitalization Rate	9.41%

REMARKS

Sale of an owner operated gas station with a retail tenant. The transaction involved the sale of the business operations, equipment, and real property. The property was Ultramar branded and consisted of a 3,269 SF convenience store and restaurant. The remainder of the property included a gas bar with 4 fueling pumps (8 dispensers) and some excess land with limited to no development potential. At the time of sale, the transaction property had sold 5.2 million litres of gas in the previous year.

Appendix F

Direct Comparison Comparable Sales

**COMPARABLE 1: Gas Station & C-Store
2 Ottawa Street West, Havelock, ON**



LOCATION / SITE INFORMATION

Address	2 Ottawa Street West
City, Province	Havelock, ON
Legal Description	Long legal exists
Site Size	0.5 Acres (21,216 SF)
Topography	Level
Site Configuration	Rectangular
Location	Good
Access	Good
Exposure	Good
Zoning	C1 - Local Commercial

SALE INFORMATION

Purchaser	2817100 Ontario Inc
Vendor	Havelock Pump Ltd
Transaction Date	April 26, 2021
Transaction Status	Recorded
Transaction Price	\$4,500,000
Analysis Price	\$4,500,000
Rights Transferred	Leased Fee
Financing	Undisclosed
Conditions of Sale	Arms-Length

IMPROVEMENTS INFORMATION

Property Type	Retail
Sub-Type	Gas Station
Design / Layout	Good
Quality	Good
Condition	Good
Building Size (SF)	4,265
Floor Area Ratio	0.2
Year Built	1972

ANALYSIS INFORMATION

Price Per SF	\$1,055
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REMARKS

According to available information this transaction included the sale of the gas station business. Total purchase price was \$4,500,000 with \$2,500,000 attributed to the real estate, \$1,400,000 attributed to chattels and \$600,000 attributed to "other".

COMPARABLE 2: Shell Branded Gas Bar
315 Brock Road South, Puslinch, ON



LOCATION / SITE INFORMATION

Address	315 Brock Road South
City, Province	Puslinch, ON
Legal Description	Long legal exists
Site Size	0.8 Acres (32,931 SF)
Topography	Flat
Site Configuration	Generally Rectangular
Location	Good
Access	Average
Exposure	Average
Zoning	HC Highw ay Commercial

SALE INFORMATION

Purchaser	2781774 Ontario Incorporated
Vendor	2335320 Ontario Incorporated
Transaction Date	December 2, 2020
Transaction Status	Recorded
Transaction Price	\$5,690,000
Analysis Price	\$5,690,000
Recording Number	Undisclosed
Rights Transferred	Fee Simple
Financing	Undisclosed
Conditions of Sale	Arms-Length

IMPROVEMENTS INFORMATION

Property Type	Retail
Sub-Type	Gas Station
No. of Buildings	1
Building Structure	Concrete
Design / Layout	Good
Quality	Good
Condition	Good
Building Size (SF)	2,884
Floor Area Ratio	0.1
Year Built	2016

ANALYSIS INFORMATION

Price Per SF	\$1,973
Capitalization Rate	9.40%

REMARKS

This comparable pertains to a Shell operated Gas station located in Puslinch. The estimated amount of gas sold per year is approximately 10,500,000 liters.

COMPARABLE 3: Retail Property
19100 Highway No. 12, Scugog, ON



LOCATION / SITE INFORMATION

Address	19100 Highway No. 12
City, Province	Scugog, ON
Site Size	7.6 Acres (331,666 SF)
Topography	Level
Site Configuration	Rectangular
Location	Good/Excellent
Access	Excellent
Exposure	Excellent
Zoning	CR

SALE INFORMATION

Purchaser	2719939 Ontario Inc.
Vendor	2380048 Ontario Inc.
Transaction Date	April 21, 2020
Transaction Status	Recorded
Transaction Price	\$7,600,000
Analysis Price	\$7,600,000
Rights Transferred	Fee Simple
Conditions of Sale	Arms-Length

IMPROVEMENTS INFORMATION

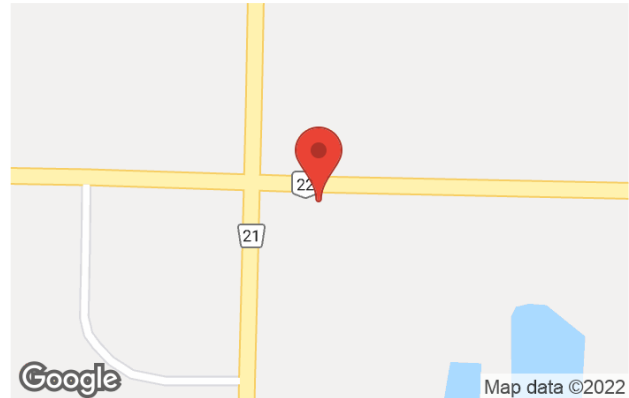
Property Type	Retail
Sub-Type	Retail
Design / Layout	Average
Quality	Average
Condition	Average
Building Size (SF)	2,200
Floor Area Ratio	0.0
Year Built	2019

ANALYSIS INFORMATION

Price Per SF	\$3,455
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REMARKS

**COMPARABLE 4: Going Concern Gas Bar
4509 London Line, Plympton-Wyoming, ON**



LOCATION / SITE INFORMATION

Address	4509 London Line
City, Province	Plympton-Wyoming, ON
Legal Description	Long legal exists
Site Size	0.9 Acres (37,243 SF)
Topography	Level
Site Configuration	Generally Rectangular
Location	Good
Access	Good
Exposure	Very Good
Zoning	Commercial
MSA Population	2,741

SALE INFORMATION

Purchaser	2720184 Ontario Inc.
Vendor	Milk Marc Variety & Gas Bar Inc.
Transaction Date	December 17, 2019
Transaction Status	Recorded
Transaction Price	\$1,500,000
Analysis Price	\$1,500,000
Rights Transferred	Fee Simple
Financing	Undisclosed
Conditions of Sale	Arms-Length

IMPROVEMENTS INFORMATION

Property Type	Retail
Sub-Type	Gas Station
No. of Buildings	1
Building Structure	Metal
Design / Layout	Average/Good
Quality	Average/Good
Condition	Average/Good
Building Size (SF)	1,500
Floor Area Ratio	0.0
Year Built	1952

ANALYSIS INFORMATION

Price Per SF	\$1,000
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REMARKS

The sale property is improved with an operating gas station and convenience store that consists of 4 pumps and 8 nozzles, half of which are canopy covered, operating under Petro-Canada branding. It was reported that in 2015 gas volume was 5,400,000 litres with convenience store gross sales of \$630,000.

**COMPARABLE 5: Going Concern Gas Bar
1498 Plank Road, Sarnia, ON**



LOCATION / SITE INFORMATION

Address	1498 Plank Road
City, Province	Sarnia, ON
Legal Description	Long legal exists
Site Size	0.5 Acres (21,984 SF)
Topography	Level
Site Configuration	L-shaped
Location	Good
Access	Excellent
Exposure	Excellent
Zoning	Commercial

SALE INFORMATION

Purchaser	2716533 Ontario Inc.
Vendor	2558304 Ontario Inc.
Transaction Date	November 4, 2019
Transaction Status	Recorded
Transaction Price	\$2,800,000
Analysis Price	\$2,800,000
Recording Number	RT147209
Rights Transferred	Fee Simple
Financing	Undisclosed
Conditions of Sale	Arms-Length

IMPROVEMENTS INFORMATION

Property Type	Retail
Sub-Type	Gas Station
No. of Buildings	1
Building Structure	Concrete/Steel
Design / Layout	Good/Excellent
Quality	Good
Condition	Good/Excellent
Building Size (SF)	1,450
Floor Area Ratio	0.1
Year Built	2005

ANALYSIS INFORMATION

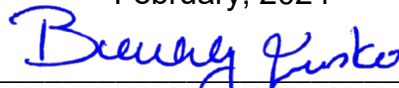
Price Per SF	\$1,931
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REMARKS

This sale was reported to be a going concern transaction and consists of a six (6) pump Esso Gas Bar & convenience store with a Mr. Sub.

This is Exhibit "B" referred to in the

Affidavit of **BEN SCHU** sworn
before me, this 23rd day of
February, 2024



Beverly C. Jusko (31122C)

A Commissioner for Taking Affidavits



GTA EAST COMMERCIAL BANKING CENTRE
305 MILNER AVE SUITE 702
SCARBOROUGH, ON
M1B3V4

Tel: (416) 291-8220
Fax: (416)291-8373

March 14, 2022

1000108549 ONTARIO INC.
7263 SECOND LINE W
MISSISSUAGA ON
L5W 1M7

Attention: Noor Nawrozada

Dear Mr. Nawrozada,

LETTER OF AGREEMENT

We are pleased to offer the Borrower the following credit facilities (the "Facilities"), subject to the following terms and conditions.

BORROWER(S):

1000108549 ONTARIO INC.

Borrower (A)

(the 'Borrower')

LENDER

The Toronto-Dominion Bank (the "Bank"), through its GTA EAST COMMERCIAL BANKING CENTRE in SCARBOROUGH, ON

CREDIT LIMIT

Borrower A 1) CAD \$100,000
Borrower A 2) CAD \$4,290,000

TYPE OF CREDIT AND BORROWING OPTIONS

- 1) Operating Loan available at the Borrower's option by way of:
Prime Rate Based Loans and Overdrafts in CAD\$ ('Prime Based Loans')
Letters of Credit in CAD\$ ('L/Cs')
Prime Rate Based Loans in CAD\$ ('Prime Based Loans')
- 2) Committed Reducing Term Facility (Single Draw) available at the Borrower's option by way of:
Fixed Rate Term Loan in CAD\$
Floating Rate Term Loan available by way of:
Prime Rate Based Loans in CAD\$ ('Prime Based Loans')

PURPOSE

- 1) To use day to day cash flow
- 2) To finance acquisition of gas station located at 229 Rorke Avenue and 456 Albert St.
Haileybury ON

TENOR

- 1) Uncommitted
- 2) Committed

CONTRACTUAL TERM

- 1) No Term
- 2) Upon Drawdown, the lesser of 5 years or the Rate Term as selected by the Borrower

RATE TERM (FIXED RATE TERM LOAN)

- 2) Fixed Rate: 6 months to 5 years but never to exceed the Contractual Term Maturity
Date
Floating Rate: No Term

AMORTIZATION

- 2) 15 years from Drawdown Date

INTEREST RATES AND FEES

Advances shall bear interest and fees as follows:

- 1) Operating Loan:
L/Cs: As advised by the Bank at the time of issuance of the L/C
Prime Based Loans: Prime Rate +2.000% per annum
- 2) Committed (Reducing/Revolving) Term Facility:

Fixed Rate Term Loans: As determined by the Bank, in its sole discretion, for the Rate Term selected by the Borrower, and as set out in the Rate and Payment Terms Notice applicable to that Fixed Rate Term Loan.

Floating Rate Term Loans available by way of:

Prime Based Loans: Prime Rate +2.000% per annum

For all Facilities, interest payments will be made in accordance with Schedule 'A' attached hereto unless otherwise stated in this Letter or in the Rate and Payment Terms Notice applicable for a particular drawdown. Information on interest rate and fee definitions, interest rate calculations and payment are set out in the Schedule 'A' attached hereto.

Interest on Fixed Rate Term Loans under Facility #2 is compounded Semi-Annually and payable monthly in arrears.

ARRANGEMENT FEE

- 1) The Borrower has paid a non-refundable arrangement fee of CAD \$15,000

ADMINISTRATION FEE

- 1) CAD \$100 Monthly

RENEWAL FEE

- 1) CAD \$3,000 Annually

EXCESS MONITORING FEE

The Borrower may, at the Bank's discretion, be charged an Excess Monitoring Fee of \$350.00 payable in the currency of the Facility, each time that the Credit Limit of a Facility is exceeded. Any extension of credit above the Credit Limit will be at the Bank's sole and absolute discretion.

DRAWDOWN

- 1) On a Revolving Basis.
Operating line to be capped at \$50,000 and is available on a revolving basis upon satisfaction of all disbursement condition

L/Cs and L/G are permitted to a maximum of \$50,000 CAD as required upon satisfaction of disbursement conditions. L/Cs and L/Gs are to be issued once Term Deposit has been restrained as directed by the CBC. Term is not to exceed standard 1 year time frame with auto renewal.
- 2) The Mortgage Loan will be available by a one-time drawdown ("the Drawdown") prior to May 31, 2022 (the "Expiry Date"), after which time, any amount not drawn is cancelled. Amounts repaid may not be redrawn.

OVERDRAFTS

- 1) The Borrower will have access to Prime Based Loans under the Operating Loan via overdraft from Account Number 5274098 at Branch 1790 (the "Account") up to the Credit Limit.

REPAYMENT AND REDUCTION OF AMOUNT OF CREDIT FACILITY

- 1) On demand. If the Bank demands repayment, the Borrower will pay to the Bank all amounts outstanding under the Facility, including without limitation, as applicable, the amount of all unmatured B/As and the amount of all drawn and undrawn L/Gs and L/Cs. All costs to the Bank and all loss suffered by the Bank in re-employing the amounts so repaid will be paid by the Borrower.

Operating line: On demand.

L/C or L/G: To be repaid upon payment or cancellation by beneficiary.

- 2) Fixed Rate: Equal monthly payments of principal and interest. To be determined on the date of drawdown

Floating Rate: Equal monthly payments of principal and interest unless earlier demanded. To be determined on the date of drawdown

PREPAYMENT

- 2) Fixed Rate Mortgage Loan:
Permitted in whole or in part at any time, provided that an Event of Default has not occurred, subject to payment of a prepayment penalty; for a 0.05% premium to the above interest rates, the Borrower has the option of selecting the 10% Prepayment Option.

If the Borrower selects the 10% prepayment option, fixed rate loans under this Facility may be prepaid in accordance with Section 4a) of Schedule A. If the Borrower does not select the 10% prepayment option, fixed rate loans under this Facility may be prepaid in accordance with Section 4b) of Schedule A.

Floating Rate Mortgage Loan:

Permitted in whole or in part at any time without notice or bonus provided that an Event of Default has not occurred

SECURITY

The following security shall be provided, shall, unless otherwise indicated, support all present and future indebtedness and liability of the Borrower and the grantor of the security to the Bank including without limitation indebtedness and liability under guarantees, foreign exchange contracts, cash management products, and derivative contracts, shall be registered in first position, and shall be on the Bank's standard form, supported by resolutions and solicitor's opinion, all acceptable to the Bank:

- a) General Security Agreement ('GSA') from 1000108549 ONTARIO INC. representing a First charge on all its present and after acquired personal property. **-To Be Obtained**

- b) Continuing Collateral Mortgage, representing a First charge, in the principal amount of CAD \$4,340,000 beneficially owned by and registered in the name of 1000108549 ONTARIO INC., on real property located at:
229 Rorke Avenue, 456 Albert St, Haileybury, ON, P0J 1K0, Canada -**To Be Obtained**
- c) General Assignment of Rents and Leases from 1000108549 ONTARIO INC. covering property located at: 229 Rorke Avenue, 456 Albert St, Haileybury, ON, P0J 1K0 - **To Be Obtained**
- d) Assignment of Fire Insurance with TD as Loss Payee from 1000108549 ONTARIO INC. in the amount of CAD \$4,340,000- **To Be Obtained**
- e) Evidence of Business Insurance from 1000108549 ONTARIO INC.- **To Be Obtained**
- f) Environmental Indemnity Agreement (or Environmental Indemnity and Warranty Agreement) from 1000108549 ONTARIO INC., NOORALLAH NAWROZADA - **To Be Obtained**
- g) Unlimited Guarantee of Advances executed by NOORALLAH NAWROZADA (the 'Guarantor') in support of:
1000108549 ONTARIO INC. **To Be Obtained**
- h) Assignment of Term Deposits and Credit Balances registered in the name of 1000108549 ONTARIO INC. in the amount of CAD \$50,000.- **To Be Obtained**
- i) Postponement and Assignment of Creditor's Claim executed by 1000108549 ONTARIO INC for an amount of \$2,300,000. **To Be Obtained**

All persons and entities required to provide a guarantee shall be referred to in this Agreement individually as a "Surety" and/or "Guarantor" and collectively as the "Guarantors";

All of the above security and guarantees shall be referred to collectively in this Agreement as "Bank Security".

DISBURSEMENT CONDITIONS

The obligation of the Bank to permit any drawdown hereunder is subject to the Standard Disbursement Conditions contained in Schedule 'A' and the following additional drawdown conditions:

Seq #	Description	Facility #
1)	a) All security and documentation to be on hand in good order, with security registered by Bank-approved solicitor. b) Satisfactory Review of new Fuel Supply agreement between Global Fuel Inc and 1000108549 Ontario Inc. c) Fuel Volume Confirmation Letter from ESSO for Fiscal Year 2019, Fiscal Year 2020 and Fiscal Year 2021. d) Bank solicitor to confirm property taxes are up to date. f) Accountant prepared opening financial statement of 1000108549 Ontario Inc. g) Satisfactory review of Purchase and Sale agreement h) Confirmation of the TSSA license transfer in the name of 1000108549 Ontario Inc. application is made on or before closing. i) Satisfactory Review of Waiver of First Right of Purchase from Esso/Global Fuel Inc. j) Solicitor to confirm that Subway and Country Style Franchise Agreements are assigned to the purchaser, to the satisfaction of the Bank" k) Site Visit to be completed by the Bank.	ALL

REPRESENTATIONS AND WARRANTIES

All representations and warranties shall be deemed to be continually repeated so long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect. The Borrower makes the Representations and Warranties set out in Schedule 'A'.

POSITIVE COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will and will ensure that its subsidiaries and each of the Guarantors will observe the Standard Positive Covenants set out in Schedule 'A' and in addition:

Seq #	Description	Facility #
1)	Permit the Bank to visit the permit the premise at least once every three years or as applicable;	ALL
2)	Maintain a TD Bank account(s) from which all business debit and credit transactions are to flow.	ALL
3)	Immediately inform the Bank of any equipment failure with environmental impact which may require repair and/or remediation;	ALL
4)	Borrower to advise the Bank within 10 days of non-renewal of the fuel supplier contract.	ALL

REPORTING COVENANTS

Seq #	Description	Facility #
1)	Provide Annual Review Engagement financial statements within 120 calendar days of fiscal year end	ALL
2)	Provide confirmation to the Bank on an annual basis that property taxes for 229 Rorke Avenue and 456 Albert St., Haileybury, ON are current, such confirmation to be in a format acceptable to the Bank	ALL
3)	Provide annual confirmation of insurance policy to be "in-force" for 229 Rorke Avenue and 456 Albert St. Haileybury ON, and coverage deemed adequate by the Bank within 120 days of fiscal year end.	ALL
4)	Renewed Ontario Fuel Supply License provided by TSSA to be provided within 120 days of fiscal year end	ALL
5)	Delivery of a Personal Financial Statement and Privacy Agreement from the Guarantor(s) and such supporting documentation as the Bank may reasonably request	ALL

NEGATIVE COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will and will ensure that its subsidiaries and each of the Guarantors will observe the Negative Covenants set out in Schedule 'A' and in addition:

Seq #	Description	Facility #
1)	No further encumbrances on the subject property without the Bank's prior written consent.	ALL

PERMITTED LIENS

Permitted Liens as referred to in Schedule 'A' are:

Seq #	Description	Facility #
1)	Purchase Money Security Interests in equipment which Purchase Money Security Interests exist on the date of this Agreement ("Existing PMSIs") which are known to the Bank and all future Purchase Money Security Interests on equipment acquired to replace the equipment under Existing PMSIs, provided that the cost of such replacement equipment may not exceed the cost of the equipment subject to the Existing PMSI by more than 10%	ALL

FINANCIAL COVENANTS

The Borrower agrees at all times to:

Seq #	Description	Facility #
1)	Borrower shall maintain a Debt Service Coverage ratio (DSC) of not less than 150% to be tested annually. The DSC is calculated as follows: (Earnings before Interest, Taxes, Depreciation, and Amortization - Unfinanced Capital Expenditures - Distributions) / (Principal + Interest)	ALL

EVENTS OF DEFAULT

The Bank may accelerate the payment of principal and interest under any committed credit facility hereunder and cancel any undrawn portion of any committed credit facility hereunder, at any time after the occurrence of any one of the Standard Events of Default contained in Schedule 'A' attached hereto and after any one of the following additional Events of Default:

Seq #	Description	Facility #
1)	Expiry or cancellation of TSSA License or any other certification required to operate a gas station.	ALL

ANCILLARY FACILITIES

As at the date of this Agreement, the following uncommitted ancillary products are made available. These products may be subject to other agreements.

Borrower A 3) TD Visa Business card (or cards) for an aggregate amount CAD \$40000

AVAILABILITY OF OPERATING LOAN

The Operating Loan is uncommitted, made available at the Bank's discretion, and is not automatically available upon satisfaction of the terms and conditions, conditions precedent, or financial tests set out herein.

The occurrence of an Event of Default is not a precondition to the Bank's right to accelerate repayment and cancel the availability of the Operating Loan.

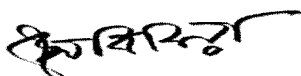
SCHEDULE "A" - STANDARD TERMS AND CONDITIONS

Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which apply to these credit facilities. The Standard Terms and Conditions, including the defined terms set out therein, form part of this Agreement, unless this letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

We trust you will find these facilities helpful in meeting your ongoing financing requirements. We ask that if you wish to accept this offer of financing (which includes the Standard Terms and Conditions), please do so by signing and returning the attached duplicate copy of this letter to the undersigned. This offer will expire if not accepted in writing and received by the Bank on or before **March 21, 2022**

Yours truly,

THE TORONTO-DOMINION BANK



Siddique Zia
Account Manager



Ian Turgeon
Manager- Commercial Services

TO THE TORONTO-DOMINION BANK:

1000108549 ONTARIO INC. hereby accepts the foregoing offer this 17. day of March, 2022. The Borrower confirms that, except as may be set out above, the credit facilities detailed herein shall not be used by or on behalf of any third party.



Signature

Signature

Print Name & Position

Noorallah Nawrozada / president

Date: March 17/2022

Print Name & Position

Date:

cc. Guarantor(s)

The Bank is providing the Guarantor(s) with a copy of this Letter as a courtesy only. The delivery of a copy of this Letter does not create any obligation of the Bank to provide the Guarantor(s) with notice of any changes to the credit facilities, including without limitation, changes to the terms and conditions, increases or decreases in the amount of the credit facilities, the establishment of new credit facilities or otherwise. The Bank may, or may not, at its option, provide the Guarantor(s) with such information, provided that the Bank will provide such information upon the written request of the Guarantor.

SCHEDULE A
STANDARD TERMS AND CONDITIONS

1. INTEREST RATE DEFINITIONS

Prime Rate means the rate of interest per annum (based on a 365 day year) established and reported by the Bank to the Bank of Canada from time to time as the reference rate of interest for determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness in Canada for Canadian dollar loans made by it in Canada.

The Stamping Fee rate per annum for CAD\$ B/As is based on a 365 day year and the Stamping Fee is calculated on the Face Amount of each B/A presented to the Bank for acceptance. The Stamping Fee rate per annum for USD\$ B/As is based on a 360 day year and the Stamping Fee is calculated on the Face Amount of each B/A presented to the Bank for acceptance.

CDOR means, for any day, the annual rate for B/As denominated in Canadian Dollars for a specified term that appears on the Reuters Screen CDOR Page as of 10:00 a.m. (Toronto time) on such day (or, if such day is not a Business Day, then on the immediately preceding Business Day).

LIBOR means the rate of interest per annum (based on a 360 day year) as determined by the Bank (rounded upwards, if necessary to the nearest whole multiple of 1/16th of 1%) at which the Bank may make available United States dollars which are obtained by the Bank in the Interbank Euro Currency Market, London, England at approximately 11:00 a.m. (Toronto time) on the second Business Day before the first day of, and in an amount similar to, and for the period similar to the interest period of, such advance.

USBR means the rate of interest per annum (based on a 365 day year) established by the Bank from time to time as the reference rate of interest for the determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness for US dollar loans made by it in Canada.

Interest rates will never be less than zero. If Prime Rate, CDOR, LIBOR, USBR or any other applicable base rate changes, resulting in a variable or floating annual interest rate that is a negative number, the interest rate will be 0.00%.

Any interest rate based on a period less than a year expressed as an annual rate for the purposes of the Interest Act (Canada) is equivalent to such determined rate multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in the period upon which it was based.

2. INTEREST CALCULATION AND PAYMENT

Interest on Prime Based Loans and USBR Loans is calculated daily (including February 29 in a leap year) and payable monthly in arrears based on the number of days the subject loan is outstanding unless otherwise provided in the Rate and Payment Terms Notice. Interest is charged on February 29 in a leap year.

The Stamping Fee is calculated based on the amount and the term of the B/A and is payable upon acceptance by the Bank of the B/A. The net proceeds received by the Borrower on a B/A advance will be equal to the Face Amount of the B/A discounted at the Bank's then prevailing B/A discount rate for CAD\$ B/As or USD\$ B/As as the case may be, for the specified term of the B/A less the B/A Stamping Fee. If the B/A discount rate (or the rate used to determine the B/A discount rate) is less than zero, it shall instead be deemed to be zero for purposes of this Agreement.

Interest on LIBOR Loans and CDOR Loans is calculated and payable on the earlier of contract maturity or quarterly in arrears, for the number of days in the LIBOR or CDOR interest period, as applicable.

L/C and L/G fees are payable at the time set out in the Letter of Credit Indemnity Agreement applicable to the issued L/C or L/G.

Interest on Fixed Rate Term Loans is compounded monthly and payable monthly in arrears unless otherwise provided in the Rate and Payment Terms Notice.

Interest is payable both before and after maturity or demand, default and judgment.

Each payment under this Agreement shall be applied first in payment of costs and expenses, then interest and fees and the balance, if any, shall be applied in reduction of principal.

For loans not secured by real property, all overdue amounts of principal and interest and all amounts outstanding in excess of the Credit Limit shall bear interest from the date on which the same became due or from when the excess was incurred, as the case may be, until the date of payment or until the date the excess is repaid at the Bank's standard rate charged from time to time for overdrafts, or such lower interest rate if the Bank agrees to a lower interest rate in writing. Nothing in this clause shall be deemed to authorize the Borrower to incur loans in excess of the Credit Limit.

If any provision of this Agreement would oblige the Borrower to make any payment of interest or other amount payable to the Bank in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Bank of "interest" at a "criminal rate" (as such terms are construed under the Criminal Code (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable law or so result in a receipt by the Bank of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows: first, by reducing the amount or rate of interest, and, thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid to the Bank which would constitute interest for purposes of section 347 of the Criminal Code (Canada).

3. DRAWDOWN PROVISIONS

Prime Based and USBR Loans

There is no minimum amount of drawdown by way of Prime Based Loans and USBR Loans, except as stated in this Agreement. The Borrower shall provide the Bank with 3 Business Days' notice of a requested Prime Based Loan or USBR Loan over \$1,000,000.

B/As

The Borrower shall advise the Bank of the requested term or maturity date for B/As issued hereunder. The Bank shall have the discretion to restrict the term or maturity dates of B/As. In no event shall the term of the B/A exceed the Contractual Term Maturity Date or Maturity Date, as applicable. Except as otherwise stated in this Agreement, the minimum amount of a drawdown by way of B/As is \$1,000,000 and in multiples of \$100,000 thereafter. The Borrower shall provide the Bank with 3 Business Days' notice of a requested B/A drawdown.

The Borrower shall pay to the Bank the full amount of the B/A at the maturity date of the B/A.

The Borrower appoints the Bank as its attorney to and authorizes the Bank to (i) complete, sign, endorse, negotiate and deliver B/As on behalf of the Borrower in handwritten form, or by facsimile or mechanical signature or otherwise, (ii) accept such B/As, and (iii) purchase, discount, and/or negotiate B/As.

LIBOR and CDOR

The Borrower shall advise the Bank of the requested LIBOR or CDOR contract maturity or interest period. The Bank shall have the discretion to restrict the LIBOR or CDOR contract maturity. In no event shall the term of the LIBOR or CDOR contract exceed the Contractual Term Maturity Date or Maturity Date, as applicable. Except as otherwise stated in this Agreement, the minimum amount of a drawdown by way of a LIBOR Loan or a CDOR Loan is \$1,000,000, and shall be in multiples of \$100,000 thereafter. The Borrower will provide the Bank with 3 Business Days' notice of a requested LIBOR Loan or CDOR Loan.

L/C and/or L/G

The Bank shall have the discretion to restrict the maturity date of L/Gs or L/Cs.

B/A, LIBOR and CDOR - Conversion

Any portion of any B/A, LIBOR or CDOR Loan that is not repaid, rolled over or converted in accordance with the applicable notice requirements hereunder shall be converted by the Bank to a Prime Based Loan effective as of the maturity date of the B/A or the last day in the interest period of the LIBOR or CDOR contract, as applicable. The Bank may charge interest on the amount of the Prime Based Loan at the rate of 115% of the rate applicable to Prime Based Loans for the 3 Business Day period immediately following such maturity. Thereafter, the rate shall revert to the rate applicable to Prime Based Loans.

B/A, LIBOR and CDOR – Market Disruption

If the Bank determines, in its sole discretion, that a normal market in Canada for the purchase and sale of B/As or the making of CDOR or LIBOR Loans does not exist, any right of the Borrower to request a drawdown under the applicable borrowing option shall be suspended until the Bank advises otherwise. Any drawdown request for B/As, LIBOR or CDOR Loans, as applicable, during the suspension period shall be deemed to be a drawdown notice requesting a Prime Based Loan in an equivalent amount.

LIBOR Discontinuation

On the earliest of:

- (a) the date that the administrator of LIBOR has permanently or indefinitely ceased to make LIBOR available;
- (a) the governmental authority having jurisdiction over the administrator of LIBOR has made a public statement or publication of information announcing LIBOR is no longer representative; and
- (b) the Early Opt-in Effective Date,

the LIBOR Successor Rate will replace LIBOR for all purposes hereunder and under any other documents (other than any swap agreement, but including any other Bank Security) required in connection herewith, in respect of any interest period and contract maturity of such benchmark on such day and all subsequent interest periods and contract maturities without any amendment to, or further action or consent of any party to this Agreement. If the LIBOR Successor Rate is Daily Simple SOFR, all interest payments will be payable on a monthly basis unless otherwise agreed by the Bank. Notwithstanding anything else herein, any definition of the LIBOR Successor Rate (exclusive of any margin) shall provide that in no event shall such LIBOR Successor Rate be less than zero for the purposes of this Agreement.

The Bank does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to LIBOR or the LIBOR Successor Rate including without limitation, whether the composition or characteristics of the LIBOR Successor Rate, will be similar to, or produce the same value or economic equivalence of, LIBOR or have the same volume or liquidity as did LIBOR prior to its discontinuance or unavailability.

In connection with the implementation and administration of the LIBOR Successor Rate, the Bank will have the right to make LIBOR Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary in this Agreement or in any Bank Security or other document provided in connection herewith, any amendments implementing such LIBOR Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.

The Bank will promptly notify the Borrower of (i) the occurrence of an Early Opt-in Election, (ii) the implementation of the LIBOR Successor Rate and (iii) the effectiveness of any LIBOR Replacement Conforming Changes. Any determination, decision or election that may be made by the Bank pursuant to this Section, including any determination with respect to a interest period, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section.

Cash Management

The Bank may, and the Borrower hereby authorizes the Bank to, drawdown under the Operating Loan, Agriculture Operating Line or Farm Property Line of Credit to satisfy any obligations of the Borrower to the Bank in connection with any cash management service provided by the Bank to the Borrower. The Bank may drawdown under the Operating Loan, Agriculture Operating Line or Farm Property Line of Credit even if the drawdown results in amounts outstanding in excess of the Credit Limit.

Notice

Prior to each drawdown under a Fixed Rate Term Loan, other than a Long Term Farm Loan, an Agriculture Term Loan, a Canadian Agricultural Loans Act Loan, a Dairy Term Loan or a Poultry Term Loan and at least 10 days prior to the maturity of each Rate Term, the Borrower will advise the Bank of its selection of drawdown options from those made available by the Bank. The Bank will, after each drawdown, other than drawdowns by way of BA, CDOR, or LIBOR Loan or under the operating loan, send a Rate and Payment Terms Notice to the Borrower.

4. PREPAYMENT

Fixed Rate Term Loans

10% Prepayment Option Chosen.

- (a) Once, each calendar year, ("Year"), the Borrower may, provided that an Event of Default has not occurred, prepay in one lump sum, an amount of principal outstanding under a Fixed Rate Term Loan not exceeding 10% of the original amount of the Fixed Rate Term Loan, upon payment of all interest accrued to the date of prepayment without paying any prepayment charge. If the prepayment privilege is not used in one Year, it cannot be carried forward and used in a later Year.
- (b) Provided that an Event of Default has not occurred, the Borrower may prepay more than 10% of the original amount of a Fixed Rate Term Loan in any Year, upon payment of all interest accrued to the date of prepayment and an amount equal to the greater of:

- i) three months' interest on the amount of the prepayment (the amount of prepayment is the amount of prepayment exceeding the 10% limit described in Section 4(a)) using the interest rate applicable to the Fixed Rate Term Loan being prepaid; and
- ii) the Yield Maintenance, being the difference between:
 - a. the current outstanding principal balance of the Fixed Rate Term Loan; and
 - b. the sum of the present values as of the date of the prepayment of the future payments to be made on the Fixed Rate Term Loan until the last day of a Rate Term, plus the present value of the principal amount of the Fixed Rate Term Loan that would have been due on the maturity of the Rate Term, when discounted at the Government of Canada bond yield rate with a term which has the closest maturity to the unexpired term of the Fixed Rate Term Loan.

10% Prepayment Option Not Chosen.

- (c) The Borrower may, provided that an Event of Default has not occurred, prepay all or any part of the principal then outstanding under a Fixed Rate Term Loan upon payment of all interest accrued to the date of prepayment and an amount equal to the greater of:
 - i) three months' interest on the amount of the prepayment using the interest rate applicable to the Fixed Rate Term Loan being prepaid; and
 - ii) the Yield Maintenance, being the difference between:
 - a. the current outstanding principal balance of the Fixed Rate Term Loan; and
 - b. the sum of the present values as of the date of the prepayment of the future payments to be made on the Fixed Rate Term Loan until the last day of the Rate Term, plus the present value of the principal amount of the Fixed Rate Term Loan that would have been due on the maturity of the Rate Term when discounted at the Government of Canada bond yield rate with a term which has the closest maturity to the unexpired term of the Fixed Rate Term Loan.

Floating Rate Term Loans

The Borrower may prepay the whole or any part of the principal outstanding under a Floating Rate Term Loan, at any time without the payment of prepayment charges.

5. STANDARD DISBURSEMENT CONDITIONS

The obligation of the Bank to permit any drawdowns hereunder at any time is subject to the following conditions precedent:

- a) The Bank shall have received the following documents which shall be in form and substance satisfactory to the Bank:
 - i) A copy of a duly executed resolution of the Board of Directors of the Borrower empowering the Borrower to enter into this Agreement;
 - ii) A copy of any necessary government approvals authorizing the Borrower to enter into this Agreement;
 - iii) All of the Bank Security and supporting resolutions and solicitors' letter of opinion required hereunder;
 - iv) The Borrower's compliance certificate certifying compliance with all terms and conditions hereunder;

- v) All operation of account documentation; and
- vi) For drawdowns under the Facility by way of L/C or L/G, the Bank's standard form Letter of Credit Indemnity Agreement
- b) The representations and warranties contained in this Agreement are correct.
- c) No event has occurred and is continuing which constitutes an Event of Default or would constitute an Event of Default, but for the requirement that notice be given or time elapse or both.
- d) The Bank has received the arrangement fee payable hereunder (if any) and the Borrower has paid all legal and other expenses incurred by the Bank in connection with the Agreement or the Bank Security.

6. STANDARD REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants, which representations and warranties shall be deemed to be continually repeated so long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, that:

- a) The Borrower is a duly incorporated corporation, a limited partnership, partnership, or sole proprietorship, duly organized, validly existing and in good standing under the laws of the jurisdiction where the Branch/Centre is located and each other jurisdiction where the Borrower has property or assets or carries on business and the Borrower has adequate corporate power and authority to carry on its business, own property, borrow monies and enter into agreements therefore, execute and deliver the Agreement, the Bank Security, and documents required hereunder, and observe and perform the terms and provisions of this Agreement.
- b) There are no laws, statutes or regulations applicable to or binding upon the Borrower and no provisions in its charter documents or in any by-laws, resolutions, contracts, agreements, or arrangements which would be contravened, breached, violated as a result of the execution, delivery, performance, observance, of any terms of this Agreement.
- c) No Event of Default has occurred nor has any event occurred which, with the passage of time or the giving of notice, would constitute an Event of Default under this Agreement or which would constitute a default under any other agreement.
- d) There are no actions, suits or proceedings, including appeals or applications for review, or any knowledge of pending actions, suits, or proceedings against the Borrower and its subsidiaries, before any court or administrative agency which would result in any material adverse change in the property, assets, financial condition, business or operations of the Borrower.
- e) All material authorizations, approvals, consents, licenses, exemptions, filings, registrations and other requirements of governmental, judicial and public bodies and authorities required to carry on its business have been or will be obtained or effected and are or will be in full force and effect.
- f) The financial statements and forecasts delivered to the Bank fairly present the present financial position of the Borrower, and have been prepared by the Borrower and its auditors in accordance with the International Financial Reporting Standards or GAAP for Private Enterprises.

- g) All of the remittances required to be made by the Borrower to the federal government and all provincial and municipal governments have been made, are currently up to date and there are no outstanding arrears. Without limiting the foregoing, all employee source deductions (including income taxes, Employment Insurance and Canada Pension Plan), sales taxes (both provincial and federal), corporate income taxes, corporate capital taxes, payroll taxes and workers' compensation dues are currently paid and up to date.
- h) If the Bank Security includes a charge on real property, the Borrower or Guarantor, as applicable, is the legal and beneficial owner of the real property with good and marketable title in fee simple thereto, free from all easements, rights-of-way, agreements, restrictions, mortgages, liens, executions and other encumbrances, save and except for those approved by the Bank in writing.
- i) All information that the Borrower has provided to the Bank is accurate and complete respecting, where applicable:
 - i) the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;
 - ii) the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and
 - iii) the Borrower's ownership, control and structure.

7. STANDARD POSITIVE COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will, and will ensure that its subsidiaries and each of the Guarantors will:

- a) Pay all amounts of principal, interest and fees on the dates, times and place specified herein, under the Rate and Payment Terms Notice, and under any other agreement between the Bank and the Borrower.
- b) Advise the Bank of any change in the amount and the terms of any credit arrangement made with other lenders or any action taken by another lender to recover amounts outstanding with such other lender.
- c) Advise promptly after the happening of any event which will result in a material adverse change in the financial condition, business, operations, or prospects of the Borrower or the occurrence of any Event of Default or default under this Agreement or under any other agreement for borrowed money.
- d) Do all things necessary to maintain in good standing its corporate existence and preserve and keep all material agreements, rights, franchises, licenses, operations, contracts or other arrangements in full force and effect.
- e) Take all necessary actions to ensure that the Bank Security and its obligations hereunder will rank ahead of all other indebtedness of and all other security granted by the Borrower.
- f) Pay all taxes, assessments and government charges unless such taxes, assessments, or charges are being contested in good faith and appropriate reserves shall be made with funds set aside in a separate trust fund.
- g) Provide the Bank with information and financial data as it may request from time to time, including, without limitation, such updated information and/or additional supporting information as the Bank may require with respect to any or all the matters in the Borrower's representation and warranty in Section 6(i).

- h) Maintain property, plant and equipment in good repair and working condition.
- i) Inform the Bank of any actual or probable litigation and furnish the Bank with copies of details of any litigation or other proceedings, which might affect the financial condition, business, operations, or prospects of the Borrower.
- j) Provide such additional security and documentation as may be required from time to time by the Bank or its solicitors.
- k) Continue to carry on the business currently being carried on by the Borrower its subsidiaries and each of the Guarantors at the date hereof.
- l) Maintain adequate insurance on all of its assets, undertakings, and business risks.
- m) Permit the Bank or its authorized representatives full and reasonable access to its premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom.
- n) Comply with all applicable laws.

8. STANDARD NEGATIVE COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will not and will ensure that its subsidiaries and each of the Guarantors will not:

- a) Create, incur, assume, or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, or encumbrance (including without limitation, any conditional sale, or other title retention agreement, or finance lease) of any nature, upon or with respect to any of its assets or undertakings, now owned or hereafter acquired, except for those Permitted Liens, if any, set out in the Letter.
- b) Create, incur, assume or suffer to exist any other indebtedness for borrowed money (except for indebtedness resulting from Permitted Liens, if any) or guarantee or act as surety or agree to indemnify the debts of any other Person.
- c) Merge or consolidate with any other Person, or acquire all or substantially all of the shares, assets or business of any other Person.
- d) Sell, lease, assign, transfer, convey or otherwise dispose of any of its now owned or hereafter acquired assets (including, without limitation, shares of stock and indebtedness of subsidiaries, receivables and leasehold interests), except for inventory disposed of in the ordinary course of business.
- e) Terminate or enter into a surrender of any lease of any property mortgaged under the Bank Security.
- f) Cease to carry on the business currently being carried on by each of the Borrower, its subsidiaries, and the Guarantors at the date hereof.
- g) Permit any change of ownership or change in the capital structure of the Borrower.

9. ENVIRONMENTAL

The Borrower represents and warrants (which representation and warranty shall continue throughout the term of this Agreement) that the business of the Borrower, its subsidiaries and each of the Guarantors is being operated in compliance with applicable laws and regulations respecting the discharge, omission, spill or disposal of any hazardous materials and that any and all enforcement actions in respect thereto have been clearly conveyed to the Bank.

The Borrower shall, at the request of the Bank from time to time, and at the Borrower's expense, obtain and provide to the Bank an environmental audit or inspection report of the property from auditors or inspectors acceptable to the Bank.

The Borrower hereby indemnifies the Bank, its officers, directors, employees, agents and shareholders, and agrees to hold each of them harmless from all loss, claims, damages and expenses (including legal and audit expenses) which may be suffered or incurred in connection with the indebtedness under this Agreement or in connection with the Bank Security.

10. STANDARD EVENTS OF DEFAULT

The Bank may accelerate the payment of principal and interest under any committed credit facility hereunder and cancel any undrawn portion of any committed credit facility hereunder, at any time after the occurrence of any one of the following Events of Default:

- a) Non-payment of principal outstanding under this Agreement when due or non-payment of interest or fees outstanding under this Agreement within 3 Business Days of when due.
- b) If any representation, warranty or statement made hereunder or made in connection with the execution and delivery of this Agreement or the Bank Security is false or misleading at any time.
- c) If any representation or warranty made or information provided by the Guarantor to the Bank from time to time, including without limitation, under or in connection with the Personal Financial Statement and Privacy Agreement provided by the Guarantor, is false or misleading at any time.
- d) If there is a breach or non-performance or non-observance of any term or condition of this Agreement or the Bank Security and, if such default is capable to being remedied, the default continues unremedied for 5 Business Days after the occurrence.
- e) If the Borrower, any one of its subsidiaries, or, if any of the Guarantors makes a general assignment for the benefit of creditors, files or presents a petition, makes a proposal or commits any act of bankruptcy, or if any action is taken for the winding up, liquidation or the appointment of a liquidator, trustee in bankruptcy, custodian, curator, sequestrator, receiver or any other officer with similar powers or if a judgment or order shall be entered by any court approving a petition for reorganization, arrangement or composition of or in respect of the Borrower, any of its subsidiaries, or any of the Guarantors or if the Borrower, any of its subsidiaries, or any of the Guarantors is insolvent or declared bankrupt.
- f) If there exists a voluntary or involuntary suspension of business of the Borrower, any of its subsidiaries, or any of the Guarantors.
- g) If action is taken by an encumbrancer against the Borrower, any of its subsidiaries, or any of the Guarantors to take possession of property or enforce proceedings against any assets.

- h) If any final judgment for the payment of monies is made against the Borrower, any of its subsidiaries, or any of the Guarantors and it is not discharged within 30 days from the imposition of such judgment.
- i) If there exists an event, the effect of which with lapse of time or the giving of notice, will constitute an event of default or a default under any other agreement for borrowed money in excess of the Cross Default Threshold entered into by the Borrower, any of its subsidiaries, or any of the Guarantors.
- j) If the Borrower, any one of its subsidiaries, or any of the Guarantors default under any other present or future agreement with the Bank or any of the Bank's subsidiaries, including without limitation, any other loan agreement, forward foreign exchange transactions, interest rate and currency and/or commodity swaps.
- k) If the Bank Security is not enforceable or if any party to the Bank Security shall dispute or deny any liability or any of its obligations under the Bank Security, or if any Guarantor terminates a guarantee in respect of future advances.
- l) If, in the Bank's determination, a material adverse change occurs in the financial condition, business operations or prospects of the Borrower, any of the Borrower's subsidiaries, or any of the Guarantors.
- m) If the Borrower or a Guarantor is an individual, the Borrower or such Guarantor dies or is found by a court to be incapable of managing his or her affairs.

11. ACCELERATION

If the Bank accelerates the payment of principal and interest hereunder, the Borrower shall immediately pay to the Bank all amounts outstanding hereunder, including without limitation, the amount of unmatured B/As, CDOR and LIBOR Loans and the amount of all drawn and undrawn L/Gs and L/Cs. All cost to the Bank of unwinding CDOR and LIBOR Loans and all loss suffered by the Bank in re-employing amounts repaid will be paid by the Borrower.

The Bank may demand the payment of principal and interest under the Operating Loan, Agriculture Operating Line or Farm Property Line of Credit (and any other uncommitted facility) hereunder and cancel any undrawn portion of the Operating Loan, Agriculture Operating Line or Farm Property Line of Credit (and any other uncommitted facility) hereunder, at any time whether or not an Event of Default has occurred.

12. INDEMNITY

The Borrower agrees to indemnify the Bank from and against any and all claims, losses and liabilities arising or resulting from this Agreement. USD\$ loans must be repaid with USD\$ and CAD\$ loans must be repaid with CAD\$ and the Borrower shall indemnify the Bank for any loss suffered by the Bank if USD\$ loans are repaid with CAD\$ or vice versa, whether such payment is made pursuant to an order of a court or otherwise. In no event will the Bank be liable to the Borrower for any direct, indirect or consequential damages arising in connection with this Agreement.

13. TAXATION ON PAYMENTS

All payments made by the Borrower to the Bank will be made free and clear of all present and future taxes (excluding the Bank's income taxes), withholdings or deductions of whatever nature. If these taxes, withholdings or deductions are required by applicable law and are made, the Borrower, shall, as a separate and independent obligation, pay to the Bank all additional amounts as shall fully indemnify the Bank from any such taxes, withholdings or deductions.

14. REPRESENTATION

No representation or warranty or other statement made by the Bank concerning any of the Facilities shall be binding on the Bank unless made by it in writing as a specific amendment to this Agreement.

15. CHANGING THE AGREEMENT

- a) The Bank may, from time to time, unilaterally change the provisions of this Agreement where (i) the provisions of the Agreement relate to the Operating Loan, Agriculture Operating Line or Farm Property Line of Credit (and any other uncommitted facility) or (ii) such change is for the benefit of the Borrower, or made at the Borrower's request, including without limitation, decreases to fees or interest payable hereunder or (iii) where such change makes compliance with this Agreement less onerous to the Borrower, including without limitation, release of security. These changes can be made by the Bank providing written notice to the Borrower of such changes in the form of a specific waiver or a document constituting an amending agreement. The Borrower is not required to execute such waiver or amending agreement, unless the Bank requests the Borrower to sign such waiver or amending agreement. A change in the Prime Rate and USBR is not an amendment to the terms of this Agreement that requires notification to be provided to the Borrower.
- b) Changes to the Agreement, other than as described in a) above, including changes to covenants and fees payable by the Borrower, are required to be agreed to by the Bank and the Borrower in writing, by the Bank and the Borrower each signing an amending agreement.
- c) The Bank is not required to notify a Guarantor of any change in the Agreement, including any increase in the Credit Limit.

16. ADDED COST

If the introduction of or any change in any present or future law, regulation, treaty, official or unofficial directive, or regulatory requirement, (whether or not having the force of law) or in the interpretation or application thereof, relates to:

- i) the imposition or exemption of taxation of payments due to the Bank or on reserves or deemed reserves in respect of the undrawn portion of any Facility or loan made available hereunder; or,
- ii) any reserve, special deposit, regulatory or similar requirement against assets, deposits, or loans or other acquisition of funds for loans by the Bank; or,
- iii) the amount of capital required or expected to be maintained by the Bank as a result of the existence of the advances or the commitment made hereunder;

and the result of such occurrence is, in the sole determination of the Bank, to increase the cost of the Bank or to reduce the income received or receivable by the Bank hereunder, the Borrower shall, on demand by the Bank, pay to the Bank that amount which the Bank estimates will compensate it for such additional cost or reduction in income and the Bank's estimate shall be conclusive, absent manifest error.

17. EXPENSES

The Borrower shall pay, within 5 Business Days following notification, all fees and expenses (including but not limited to all legal fees) incurred by the Bank in connection with the preparation, registration and ongoing administration of this Agreement and the Bank Security and with the enforcement of the Bank's rights and remedies under this Agreement and the Bank Security whether or not any amounts are advanced under the Agreement. These fees and expenses shall include, but not be limited, to all outside counsel fees and expenses and all in-house legal fees and expenses, if in-house counsel are used, and all outside professional advisory fees and expenses. The Borrower shall pay interest on unpaid amounts due pursuant to this paragraph at the All-In Rate plus 2% per annum.

Without limiting the generality of Section 25, the Bank or the Bank's agent, is authorized to debit any of the Borrower's accounts with the amount of the fees and expenses owed by the Borrower hereunder, including the registration fee in connection with the Bank Security, even if that debiting creates an overdraft in any such account. If there are insufficient funds in the Borrower's accounts to reimburse the Bank or its agent for payment of the fees and expenses owed by the Borrower hereunder, the amount debited to the Borrower's accounts shall be deemed to be a Prime Based Loan under the Operating Loan, the Agriculture Operating Line or Farm Property Line of Credit.

The Borrower will, if requested by the Bank, sign a Pre-Authorized Payment Authorization in a format acceptable to the Bank to permit the Bank's agent to debit the Borrower's accounts as contemplated in this Section.

18. NON WAIVER

Any failure by the Bank to object to or take action with respect to a breach of this Agreement or any Bank Security or upon the occurrence of an Event of Default shall not constitute a waiver of the Bank's right to take action at a later date on that breach. No course of conduct by the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement and the Bank Security or the Bank's rights thereunder.

19. EVIDENCE OF INDEBTEDNESS

The Bank shall record on its records the amount of all loans made hereunder, payments made in respect thereto, and all other amounts becoming due to the Bank under this Agreement. The Bank's records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement.

The Borrower will sign the Bank's standard form Letter of Credit Indemnity Agreement for all L/Cs and L/Gs issued by the Bank.

With respect to chattel mortgages taken as Bank Security, this Agreement is the Promissory Note referred to in same chattel mortgage, and the indebtedness incurred hereunder is the true indebtedness secured by the chattel mortgage.

20. ENTIRE AGREEMENTS

This Agreement replaces any previous letter agreements dealing specifically with terms and conditions of the credit facilities described in the Letter. Agreements relating to other credit facilities made available by the Bank continue to apply for those other credit facilities. This Agreement, and if applicable, the Letter of Credit Indemnity Agreement, are the entire agreements relating to the Facilities described in this Agreement.

21. NON-MERGER

Notwithstanding the execution, delivery or registration of the Bank Security and notwithstanding any advances made pursuant thereto, this Agreement shall continue to be valid, binding and enforceable and shall not merge as a result thereof. Any default under this Agreement shall constitute concurrent default under the Bank Security. Any default under the Bank Security shall constitute concurrent default under this Agreement. In the event of an inconsistency between the terms of this Agreement and the terms of the Bank Security, the terms of this Agreement shall prevail and the inclusion of any term in the Bank Security that is not dealt with in this Agreement shall not be an inconsistency.

22. ASSIGNMENT

The Bank may assign or grant participation in all or part of this Agreement or in any loan made hereunder without notice to and without the Borrower's consent.

The Borrower may not assign or transfer all or any part of its rights or obligations under this Agreement.

23. RELEASE OF INFORMATION

The Borrower hereby irrevocably authorizes and directs the Borrower's accountant, (the "Accountant") to deliver all financial statements and other financial information concerning the Borrower to the Bank and agrees that the Bank and the Accountant may communicate directly with each other.

24. FX CLOSE OUT

The Borrower hereby acknowledges and agrees that in the event any of the following occur: (i) Default by the Borrower under any forward foreign exchange contract ("FX Contract"); (ii) Default by the Borrower in payment of monies owing by it to anyone, including the Bank; (iii) Default in the performance of any other obligation of the Borrower under any agreement to which it is subject; or (iv) the Borrower is adjudged to be or voluntarily becomes bankrupt or insolvent or admits in writing to its inability to pay its debts as they come due or has a receiver appointed over its assets, the Bank shall be entitled without advance notice to the Borrower to close out and terminate all of the outstanding FX Contracts entered into hereunder, using normal commercial practices employed by the Bank, to determine the gain or loss for each terminated FX contract. The Bank shall then be entitled to calculate a net termination value for all of the terminated FX Contracts which shall be the net sum of all the losses and gains arising from the termination of the FX Contracts which net sum shall be the "Close Out Value" of the terminated FX Contracts. The Borrower acknowledges that it shall be required to forthwith pay any positive Close Out Value owing to the Bank and the Bank shall be required to pay any negative Close Out Value owing to the Borrower, subject to any rights of set-off to which the Bank is entitled or subject.

25. SET-OFF

In addition to and not in limitation of any rights now or hereafter granted under applicable law, the Bank may at any time and from time to time without notice to the Borrower or any other Person, any notice being expressly waived by the Borrower, set-off and compensate and apply any and all deposits, general or special, time or demand, provisional or final, matured or unmatured, in any currency, and any other indebtedness or amount payable by the Bank (irrespective of the place of payment or booking office of the obligation), to or for the credit of or for the Borrower's account, including without limitation, any amount owed by the Bank to the Borrower under any FX Contract or other treasury or derivative product, against and on account of the indebtedness and liability under this Agreement notwithstanding that any of them are contingent or unmatured or in a different currency than the indebtedness and liability under this Agreement.

When applying a deposit or other obligation in a different currency than the indebtedness and liability under this Agreement to the indebtedness and liability under this Agreement, the Bank will convert the deposit or other obligation to the currency of the indebtedness and liability under this Agreement using the exchange rate determined by the Bank at the time of the conversion.

26. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason, including under any applicable statute or rule of law, be held to be invalid, illegal or unenforceable, that part will be severed from this Agreement and will not affect the enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

27. MISCELLANEOUS

- i) The Borrower has received a signed copy of this Agreement;
- ii) If more than one Person, firm or corporation signs this Agreement as the Borrower, each party is jointly and severally liable hereunder, and the Bank may require payment of all amounts payable under this Agreement from any one of them, or a portion from each, but the Bank is released from any of its obligations by performing that obligation to any one of them;
- iii) Accounting terms will (to the extent not defined in this Agreement) be interpreted in accordance with accounting principles established from time to time by the Canadian Institute of Chartered Accountants (or any successor) consistently applied, and all financial statements and information provided to the Bank will be prepared in accordance with those principles;
- iv) This Agreement is governed by the law of the Province or Territory where the Branch/Centre is located;
- v) Unless stated otherwise, all amounts referred to herein are in Canadian dollars.

28. DEFINITIONS

Capitalized Terms used in this Agreement shall have the following meanings:

"Agreement" means the agreement between the Bank and the Borrower set out in the Letter and this Schedule "A" - Standard Terms and Conditions.

"All-In Rate" means the greater of the interest rates that the Borrower pays for Floating Rate Loans or the highest fixed rate paid for Fixed Rate Term Loans.

"Business Day" means any day (other than a Saturday or Sunday) that the Branch/Centre is open for business.

"Branch/Centre" means The Toronto-Dominion Bank branch or banking centre noted on the first page of the Letter, or such other branch or centre as may from time to time be designated by the Bank.

"Contractual Term Maturity Date" means the last day of the Contractual Term period. If the Letter does not set out a specific Contractual Term period but rather refers to a period of time up to which the Contractual Term Maturity Date can occur, the Bank and the Borrower must agree on a Contractual Term Maturity Date before first drawdown, which Contractual Term Maturity Date will be set out in the Rate and Payments Terms Notice.

"Cross Default Threshold" means the cross default threshold set out in the Letter. If no such cross default threshold is set out in the Letter it will be deemed to be zero.

"Face Amount" means, in respect of:

- (i) a B/A, the amount payable to the holder thereof on its maturity;
- (ii) A L/C or L/G, the maximum amount payable to the beneficiary specified therein or any other Person to whom payments may be required to be made pursuant to such L/C or L/G.

"Daily Simple SOFR" means, for any day, SOFR, with the conventions for this rate (which will include a lookback being established by the Bank in accordance with the conventions for this rate recommended by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto, for determining "Daily Simple SOFR" for bilateral business loans; provided, that if the Bank decides that any such convention is not administratively feasible for the Bank, then the Bank may establish another convention in its reasonable discretion.

"Early Opt-in Effective Date" means, with respect to any Early Opt-in Election, the sixth (6th) Business Day after the date notice of such Early Opt-in Election is provided to the Borrower.

"Early Opt-in Election" means the occurrence of:

- (i) a determination by the Bank that at least five currently outstanding U.S. dollar-denominated syndicated or bilateral credit facilities at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate, and
- (ii) the election by the Bank to trigger a fallback from LIBOR and the provision by the Bank of written notice of such election to the Borrower.

"Fixed Rate Term Loan" means any drawdown in Canadian dollars under a Facility at an interest rate which is fixed for a Rate Term at such rate as is determined by the Bank at its sole discretion.

"Floating Rate Loan" means any loan drawn down, converted or extended under a Facility at an interest rate which is referenced to a variable rate of interest, such as the Prime Rate.

"Inventory Value" means, at any time of determination, the total value (based on the lower of cost or market) of the Borrower's inventories that are subject to the Bank Security (other than (i) those inventories supplied by trade creditors who at that time have not been fully paid and would have a right to repossess all or part of such inventories if the Borrower were then either bankrupt or in receivership, (ii) those inventories comprising work in process and (iii) those inventories that the Bank may from time to time designate in its sole discretion) minus the total amount of any claims, liens or encumbrances on those inventories having or purporting to have priority over the Bank.

"Letter" means the letter from the Bank to the Borrower to which this Schedule "A" - Standard Terms and Conditions is attached.

"Letter of Credit" or "L/C" means a documentary letter of credit or similar instrument in form and substance satisfactory to the Bank.

"Letter of Guarantee" or "L/G" means a stand-by letter of guarantee or similar instrument in form and substance satisfactory to the Bank.

"LIBOR Replacement Conforming Changes" means any technical, administrative or operational changes (including changes to applicable definitions, timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Bank decides may be appropriate to reflect the adoption and implementation of the LIBOR Successor Rate and the Bank's administration thereof in a manner substantially consistent with market practice (or, if the Bank decides that adoption of any portion of such market practice is not administratively feasible or determines that no market practice for the administration of the LIBOR Successor Rate exists, in such other manner of administration as the Bank decides is reasonably necessary in connection with the administration of this Agreement and the other documents required hereunder).

"LIBOR Successor Rate" means, for any interest period as of the applicable date of determination, the first alternative set forth below that can be determined by the Bank:

- (i) the sum of: (a) Term SOFR and (b) 0.11448% (11.448 basis points) for an interest period of 1 month, 0.26161% (26.161 basis points) for an interest period of 3 months, and 0.42826% (42.826 basis points) for an interest period of 6 months, or
- (ii) the sum of: (x) Daily Simple SOFR and (y) the spread adjustment selected or recommended by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto, for the replacement of the contract maturity of LIBOR with a SOFR-based rate having approximately the same length as the interest payment period specified in the "LIBOR Discontinuation" clause in Section 3 of this Schedule A.

"Maturity Date" for a Facility, means the date on which all amounts outstanding under such Facility are due and payable to the Bank.

"Person" includes any individual, sole proprietorship, corporation, partnership, joint venture, trust, unincorporated association, association, institution, entity, party, or government (whether national, federal, provincial, state, municipal, city, county, or otherwise and including any instrumentality, division, agency, body, or department thereof).

"Purchase Money Security Interest" means a security interest on an asset which is granted to a lender or to the seller of such asset in order to secure the purchase price of such asset or a loan incurred to acquire such asset, provided that the amount secured by the security interest does not exceed the cost of the asset and provided that the Borrower provides written notice to the Bank prior to the creation of the security interest, and the creditor under the security interest has, if requested by the Bank, entered into an inter-creditor agreement with the Bank, in a format acceptable to the Bank.

"Rate Term" means that period of time as selected by the Borrower from the options offered to it by the Bank, during which a Fixed Rate Term Loan will bear a particular interest rate. If no Rate Term is selected, the Borrower will be deemed to have selected a Rate Term of 1 year.

"Rate and Payment Terms Notice" means the written notice sent by the Bank to the Borrower setting out the interest rate and payment terms for a particular drawdown.

"Receivable Value" means, at any time of determination, the total value of those of the Borrower's trade accounts receivable that are subject to the Bank Security other than (i) those accounts then outstanding for 90 days, (ii) those accounts owing by Persons, firms or corporations affiliated with the Borrower, (iii) those accounts that the Bank may from time to time designate in its sole discretion, (iv) those accounts subject to any claim, liens, or encumbrance having or purporting to have priority over the Bank, (v) those accounts which are subject to a claim of set-off by the obligor under such account, MINUS the total amount of all claims, liens, or encumbrances on those receivables having or purporting to have priority over the Bank.

"*Receivables/Inventory Summary*" means a summary of the Borrower's trade account receivables and inventories, in form as the Bank may require and certified by a senior officer/representative of the Borrower.

"*SOFR*" means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org> (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured financing rate from time to time), on the immediately succeeding Business Day.

"*Term SOFR*" means, for the applicable corresponding interest period, the forward-looking term rate based on SOFR that has been selected or recommended by the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

"*US\$*" or "*USD Equivalent*" means, on any date, the equivalent amount in United States Dollars after giving effect to a conversion of a specified amount of Canadian Dollars to United States Dollars at the exchange rate determined by the Bank at the time of the conversion.



GTA East Commercial Banking Centre
305 Milner Ave Suite 702
Scarborough, ON
M1B 3V4
Telephone No.: (416) 291 8220
Fax No.: (416) 291 8373

August 04, 2022

1000108549 ONTARIO INC.
7263 Second Line W
Mississauga, Ontario
L5W 1M7

Attention: Noor Nawrozada

Dear Mr. Nawrozada,

The following amending agreement (the "Amending Agreement") amends the terms and conditions of the credit facilities (the "Facilities") provided to the Borrower pursuant to the Agreement dated March 14, 2022:

BORROWER

1000108549 ONTARIO INC. (the "Borrower")

LENDER

The Toronto-Dominion Bank (the "Bank"), through its GTA East Commercial Banking Centre, in Scarborough, ON.

DRAWDOWN

Amend the following

- 2) The Mortgage Loan can be drawn down in two tranches.

Tranche #1 (Initial Draw) is for financing up to \$3,290,000 and is subject to the fulfillment of all Initial Disbursement Conditions.

Tranche #2 (Second Draw) is for financing up to \$1,000,000 and is subject to the fulfillment of Subsequent Disbursement Conditions.

Each draw will form a separate loan with its own terms and conditions.

Amortization of the second draw to match with first draw and not to be greater than 15 years from the date of first disbursement.

DISBURSEMENT CONDITIONS

Delete the Following:

- all) a) All security and documentation to be on hand in good order, with security registered by Bank-approved solicitor.
- b) Satisfactory Review of new Fuel Supply agreement between Global Fuel Inc and 1000108549 Ontario Inc.
- c) Fuel Volume Confirmation Letter from ESSO for FY 2019, FY 2020 and FY 2021.
- d) Bank solicitor to confirm property taxes are up to date.
- e) Accountant prepared opening financial statement of 1000108549 Ontario Inc.
- f) Satisfactory review of Purchase and Sale agreement
- g) Confirmation of the TSSA license transfer in the name of 1000108549 Ontario Inc. application is made on or before closing.
- h) Satisfactory Review of Waiver of First Right of Purchase from Esso/Global Fuel Inc.
- i) Solicitor to confirm that Subway and Country Style Franchise Agreements are assigned to the purchaser, to the satisfaction of the Bank
- j) Site Visit to be completed by the Bank.

Add the Following:

Initial Disbursement Conditions:

- all) a) All security and documentation to be on hand in good order, with security registered by Bank-approved solicitor.
- b) Satisfactory Review of new Fuel Supply agreement between Global Fuel Inc and 1000108549 Ontario Inc.
- c) Fuel Volume Confirmation Letter from ESSO for FY 2019, FY 2020 and FY 2021.
- d) Bank solicitor to confirm property taxes are up to date.
- e) Accountant prepared opening financial statement of 1000108549 Ontario Inc.
- f) Satisfactory review of Purchase and Sale agreement
- g) Confirmation of the TSSA license transfer in the name of 1000108549 Ontario Inc. application is made on or before closing.
- h) Satisfactory Review of Waiver of First Right of Purchase from Esso/Global Fuel Inc.
- i) Site Visit to be completed by the Bank.

Subsequent Disbursement Conditions:

- 2) a) All security and documentation to be on hand in good order, with security registered by Bank-approved solicitor.
- b) Duly executed Subway franchise agreement in the name of Noorallah Nawrozada.

SCHEDULE "A" - STANDARD TERMS AND CONDITIONS

Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which apply to these credit facilities. The Standard Terms and Conditions, including the defined terms set out therein, form part of this Agreement, unless this letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

Unless otherwise stated, the amendments outlined above are in addition to the Terms and Conditions of the existing Agreement. All other terms and conditions remain unchanged.

We ask that the Borrower acknowledges agreement to these amendments by signing and returning the attached duplicate copy of this Amending Agreement to the undersigned on or before **August 15, 2022**.

ACCURACY OF INFORMATION

The Borrower hereby represents and warrants that all information that it has provided to the Bank is accurate and complete respecting, where applicable:

- (i) the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners.
- (ii) the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and
- (iii) the Borrower's ownership, control and structure.

The Borrower will provide, or cause to be provided, such updated information and/or additional supporting information as the Bank may require from time to time with respect to any or all the matters in the Borrower's foregoing representation and warranty.

Yours truly,

THE TORONTO-DOMINION BANK



Siddique Zia
Analyst



Ovais Khan
Manager Commercial Credit

TO THE TORONTO-DOMINION BANK:

1000108549 ONTARIO INC. hereby accepts the foregoing offer this 4th. day of August., 2 022 The Borrower confirms that, except as may be set out above, the credit facilities detailed herein shall not be used by or on behalf of any third party.

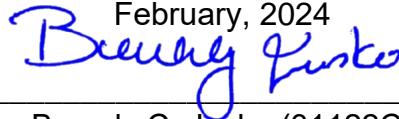


Signature

Noorallah Nawrozada (President)
Print Name & Position

This is Exhibit "C" referred to in the

Affidavit of **BEN SCHU** sworn
before me, this 23rd day of
February, 2024



Beverly C. Jusko (31122C)

A Commissioner for Taking Affidavits



General Security Agreement

TO: The Toronto-Dominion Bank (the "Bank")

Branch of the Bank: #1790 - 1900 Ellesmere Road & Bellamy Road North, Scarborough, Ontario, M1H 2V6

Granted By: 1000108549 Ontario Inc.

(the "Grantor")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees with the Bank as follows:

1. Security Interest

The Grantor hereby grants to the Bank a security interest in, and assigns (other than with respect to trade-marks), mortgages, charges and pledges (collectively, the "Security Interest") to the Bank, all property of the Grantor, including all present and after acquired personal property and all other property, assets and undertaking of the kind hereinafter described below, in which the Grantor now has, or hereafter acquires, any right, title or interest, and accretions and accessions thereto (collectively called the "Collateral"):

- (a) **Intangibles.** All intangible property not otherwise described in this Section 1, including all contractual rights and insurance claims, options, permits, licences, quotas, subsidies, franchises, orders, judgments, patents, trademarks, trade names, trade secrets and know-how, inventions, goodwill, copyrights and other intellectual property of the Grantor, including any right or licence to use intellectual property belonging to a third party together with any specified collateral described in Schedule "A" hereto (collectively called "Intangibles");
- (b) **Chattel Paper and Documents of Title.** All chattel paper and all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (c) **Deposits and Credit Balances.** All monies and credit balances, including interest due thereon, which are now or may hereafter from time to time be on deposit with or standing to the credit of the Grantor with the Bank or any other bank, financial institution or other Person;
- (d) **Books and Records.** All deeds, documents, writings, papers, books of account and other books and records in any form, electronic or otherwise, relating to or evidencing any of the Collateral;
- (e) **Accounts and Book Debts.** All debts, accounts, claims and choses in action for moneys now due or owing or accruing due or which may hereafter become due or owing to the Grantor, including claims against the Crown in right of Canada or of any province, moneys which may become payable under any policy of insurance (collectively called "Accounts and Book Debts"), together with all contracts, securities, bills, notes, lien notes, judgments, mortgages, letters of credit and advices of credit, and all other rights, benefits and documents which are now or which may be taken, vested in or held by the Grantor in respect of or as security for the Accounts and Book Debts or any part thereof, and the full benefit and advantage thereof and all rights of actions, claims or demands which the Grantor now has or may hereafter have in respect of the foregoing;
- (f) **Equipment.** All tools, machinery, apparatus, equipment, vehicles, furniture, plants, fixtures, and other tangible personal property, other than Inventory, wherever situate, including the assets, if any, described in Schedule "A" hereto (collectively called "Equipment");
- (g) **Inventory.** All goods forming the inventory of the Grantor, of whatever kind and wherever located, whether raw material, work in process or finished goods held for sale, lease or resale, or furnished or to be furnished under contracts for service or used or consumed in the business of the Grantor, goods used in or procured for packing or packaging, timber cut or to be cut, oil, gas and minerals extracted or to be extracted, all livestock and the young thereof after conception and all crops which become such within one year after the date of execution of this Agreement (collectively called "Inventory");
- (h) **Instruments.** All bills, notes, cheques, letters of credit and other instruments, whether negotiable or not (collectively called "Instruments");
- (i) **Securities.** All shares, stocks, warrants, options, bonds, debentures, debenture stock and all other securities and investment property of any kind and all instruments, whether negotiable or non-negotiable, and interest thereon and dividends, whether in shares, money or property, received or receivable upon or in respect of any securities and other investment property and all money or other property paid or payable on account of any return on, or repayment of, capital in respect of any securities or otherwise distributed or distributable in respect thereof or that will in any way be charged to, or be payable out of or in respect of, the capital of the issuer of the securities (collectively called "Securities");
- (j) **Real Property.** All real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively called "Real Property"), and all rights under any lease or agreement relating to Real Property;

- (k) **Proceeds.** All proceeds of the property described above, including any property in any form derived directly or indirectly from any use or dealing with the property described above or the proceeds therefrom or that indemnifies or compensates for damage or loss to such property or the proceeds therefrom, including the money held in banks, financial institutions or any other Person (collectively called "Proceeds");

provided that (i) the Security Interest does not and will not extend to, and the Collateral will not include, any agreement, lease, right, franchise, licence or permit (the "contractual rights") to which the Grantor is a party or of which the Grantor has the benefit, to the extent that the Security Interest would permit any person to terminate the contractual rights unless the consent of one or more Persons has been obtained and until such consent has been obtained, which the Grantor agrees it will use commercially reasonable efforts to obtain if requested by the Bank, the Grantor agrees to hold its interest therein in trust for the Bank, and notwithstanding the foregoing, contractual rights shall not include any account or chattel paper; and (ii) with respect to Real Property, (A) the Security Interest granted hereby is constituted by way of a floating charge, but will become a fixed charge upon the earlier of the Obligations becoming immediately payable, and the occurrence of any other event that by operation of law would result in such floating charge becoming a fixed charge; and (B) the assignment, mortgage and charge granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Grantor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its Security Interest, will assign such last day as directed by the Bank.

2. Obligations Secured

The Security Interest secures the payment and performance of all present and future obligations of the Grantor to the Bank, including all debts and liabilities, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Bank and the Grantor or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Grantor, and in any currency, whether incurred by the Grantor alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Grantor under this Agreement for fees, costs and expenses and in respect of indemnities granted under this Agreement (collectively called the "Obligations").

3. Definitions

- (a) Any word or term that is not otherwise defined in this Agreement shall have the meaning given to it in the *Personal Property Security Act* of the province in which the Branch of the Bank is located, as amended from time to time, and being referred to in this Agreement as the "PPSA". Any reference herein to "Collateral" shall, unless the context requires otherwise, be deemed to be a reference to "Collateral or any part thereof".
- (b) The following terms shall have the respective meanings set out below:

"*Branch of the Bank*" means the branch of the Bank located at the address specified above.

"*Business Day*" means any day other than a Saturday, Sunday or statutory holiday in the province in which the Branch of the Bank is located.

"*Control Agreement*" means:

- (a) with respect to any uncertificated security, an agreement between the issuer of such uncertificated security and any Person whereby such issuer agrees to comply with instructions that are originated by such Person in respect of such uncertificated security, without the further consent of the Grantor; and
- (b) with respect to any securities account or security entitlement, an agreement between the securities intermediary which maintains the particular securities account to which security entitlements included in the Collateral relate and any Person whereby such securities intermediary agrees to comply with any entitlement orders with respect to such securities accounts or security entitlements that are originated by such Person, without the further consent of the Grantor.

"*Person*" means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, association, co-operative, estate, government, government agency, regulatory authority, trust, or any entity of any nature.

4. Representations & Warranties

The Grantor hereby represents and warrants with the Bank and so long as this Agreement remains in effect shall be deemed to continuously represent and warrant that:

- (a) **Location of Head Office.** The address of the Grantor's chief executive office and the office where it keeps its records respecting the Accounts and Book Debts (the "Head Office") is set out below the name of the Grantor on the signature page of this Agreement;

- (b) **Location of Collateral.** The Collateral which is goods is or will be located at the address set out on the signature page of this Agreement or at the locations specified in Schedule "A" hereto or such other locations as have been agreed to by the Bank in writing, except for (i) goods in transit to such locations and (ii) Inventory on lease or consignment, but including all fixtures, crops, oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral;
- (c) **Collateral Free and Clear.** The Collateral (other than Real Property) is the sole property of the Grantor free and clear of all security interests, liens, charges, mortgages, hypothecs, leases, licenses, infringements by third parties, encumbrances, statutory liens or trusts, other adverse claims or interests, or any rights of others, except for those security interests which are expressly approved by the Bank in writing prior to their creation or assumption;
- (d) **Amount of Accounts.** Each Account and Book Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Grantor to the Bank from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount unconditionally owing by such Account Debtor or Account Debtors, and no Account Debtor will have any defence, set-off, claim or counterclaim against the Grantor which can be asserted against the Bank, whether in any proceeding to enforce Collateral or otherwise;
- (e) **Status and Binding Obligation.** The Grantor (i) if a corporation or company, has been duly incorporated, amalgamated or continued, as the case may be, and is validly existing as a corporation or company, as the case may be, under the laws of its jurisdiction of incorporation, amalgamation or continuance, as the case may be, (ii) if not a corporation or company, has been duly created or established as a partnership, limited partnership or other entity and validly exists under the laws of the jurisdiction in which it has been created or established, and (iii) is duly qualified to carry on business and own property in each jurisdiction where it carries on business or where any of its property is located. The Grantor has adequate power, capacity and authority to carry on its business, own property, borrow monies and enter into agreements therefor, execute and deliver this Agreement, and perform its obligations under this Agreement, which Agreement constitutes a legally valid and binding obligation of the Grantor enforceable in accordance with its terms. The making of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Grantor pursuant to any agreement, indenture or other instrument to which the Grantor is a party or by which the Grantor or any of its property may be bound or affected; and
- (f) **Intellectual Property.** All intellectual property applications and registrations are valid, subsisting, unexpired, enforceable, in good standing and have not been abandoned and the Grantor is the owner of the applications and registrations.

5. Covenants

The Grantor covenants and agrees with the Bank that:

- (a) **Place of Business and Location of Collateral.** The Grantor shall not change its name or the location of its Head Office, amalgamate with any other Person, or move any of the Collateral from the address set out on the signature page of this Agreement or the locations specified in Schedule "A" hereto other than in accordance with clause 5(g), without the prior written consent of the Bank;
- (b) **Notification.** The Grantor shall notify the Bank promptly of: (i) any change in the information contained herein or in Schedule "A" hereto relating to the Grantor, the Grantor's business or Collateral; (ii) the details of any significant acquisition of Collateral; (iii) the details of any claims or litigation affecting the Grantor or the Collateral and will furnish the Bank with copies of the details of such claims or litigation; (iv) any loss or damage to Collateral or any material adverse change in the value of Collateral; and (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral;
- (c) **Performance of Obligations.** The Grantor shall observe and perform all its obligations under all material leases, licenses, undertakings and agreements to which it is a party, obtain and preserve its rights, powers, licences, privileges, franchises and goodwill thereunder, and comply with all applicable laws, by-laws, rules, regulations and ordinances in a proper and efficient manner so as to preserve and protect the Collateral and the business and undertaking of the Grantor in all material respects. The Grantor shall also pay all rents, taxes, rates, levies, assessments and government fees or dues levied, assessed or imposed in respect of the Collateral and other charges or any part thereof as and when the same become due and payable, and shall provide to the Bank, when requested, the receipts and vouchers evidencing payment;
- (d) **Limitations on Discounts, Extensions of Accounts and Compromises.** The Grantor shall not grant any extension of time for payment of any Accounts or Book Debts, or compromise, compound or settle any Accounts or Book Debts for less than the full amount, or release, wholly or partially, any Person liable for the payment of any Accounts or Book Debts, or allow any credit or discount of any Account or Book Debt, other than in the ordinary course of business of the Grantor and consistent with industry practices;

- (e) **Payment of Fees and Expenses.** The Grantor will pay the Bank on demand all costs, fees and expenses (including legal fees on a solicitor and his own client basis) incurred by the Bank in the preparation, execution, registration and perfection of this Agreement and the carrying out of any of the provisions of this Agreement, including, protecting and preserving the Security Interest and enforcing by legal process or otherwise the remedies provided herein. All such costs and expenses payable by the Grantor to the Bank shall bear interest from time to time at the highest interest rate then applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations secured hereunder;
- (f) **Maintenance and Protection of Collateral/No Fixtures.** The Grantor shall care for, protect and preserve the Collateral and not permit its value to be impaired and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Bank. The Grantor shall keep the Collateral in good order, condition and repair and shall not use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance. The Grantor will keep all licences, permits, agreements, registrations and applications relating to intellectual property used by Grantor in its business in good standing, unless otherwise agreed to in writing by the Bank. The Grantor shall apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so. The Grantor shall defend title to the Collateral against all claims and demands of all other Persons claiming the same or an interest therein and shall diligently initiate and prosecute legal action against every Person who infringes upon the Grantor's rights in intellectual property;
- (g) **Dealing with Collateral.** (i) The Grantor will not sell, lease, transfer, assign, deliver or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank, except that the Grantor may, until an event of default as hereinafter provided occurs, deal with any Inventory or Real Property (other than fixtures financed by the Bank and any replacements or substitutions therefor) in the ordinary course of business so that the purchaser thereof takes title thereto free and clear of the Security Interest; (ii) All Proceeds shall continue to be subject to the Security Interest, granted hereby and all money received by the Grantor as Proceeds, other than from the sale of Inventory, shall be received as trustee for the Bank and shall be held separate and apart from other money of the Grantor, and shall be paid over to the Bank upon request; (iii) All money collected or received by the Bank in respect of the Collateral may be applied on account of such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Grantor, all without prejudice to the Bank's rights against the Grantor; (iv) Before an event of default occurs hereunder, the Bank may give notice of this Agreement and the Security Interest to any Account Debtor who is obligated to the Grantor under any of the Accounts and Book Debts and, after the occurrence of an event of default hereunder, may give notice to any such Account Debtor to make all further payments to the Bank, and any payment or other Proceeds received by the Grantor from an Account Debtor after an event of default whether before or after any notice is given by the Bank, shall be held by the Grantor in trust for the Bank and paid over to the Bank on request. The Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Grantor agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith and for such purpose to grant to the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Grantor;
- (h) **Maintenance of Records.** The Grantor will keep proper books of account in accordance with sound accounting practice and mark any and all such records and the Collateral at the Bank's request so as to indicate the Security Interest. The Grantor shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require and shall permit the Bank or its agents at any time at the expense of the Grantor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom and to make inquiries of third parties for the purpose of verification of such information. The Grantor authorizes any Person holding any Books and Records to make them available, in a readable form, upon the request of the Bank. The Grantor will deliver to the Bank any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;
- (i) **Negative Pledge.** The Grantor will not create, incur, assume or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, hypothec, encumbrance or statutory lien or trust (including any conditional sale, or other title retention agreement or finance lease) of any nature, on any of the Collateral (other than Real Property, but not including any fixtures financed by the Bank and any replacements or substitutions therefor) without the express prior written consent of the Bank;
- (j) **Insurance.** The Grantor will keep the Collateral insured under policies with such coverage, for such amounts and with such insurers as are satisfactory to the Bank from time to time, with loss thereunder, payable to the Bank and shall furnish the Bank with a copy of any policy of insurance, certificate of insurance or other evidence satisfactory to the Bank that such insurance coverage is in effect;
- (k) **Further Assurances.** The Grantor will from time to time forthwith, at the expense of the Grantor, duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Bank may request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Collateral) and for the purpose of correcting any deficiencies or clerical errors in this Agreement; and

- (l) **Landlord Agreement.** The Grantor will, at the request of the Bank, obtain a written agreement from each landlord of premises where any of the Collateral is located, in favour of the Bank and in form and substance satisfactory to the Bank, whereby such landlord agrees to give notice to the Bank of any default by the Grantor under the lease and a reasonable opportunity to cure such default prior to the exercise of any remedies by the landlord and acknowledges the Security Interest created by this Agreement and the right of the Bank to enforce the Security Interest created by this Agreement in priority to any claim of such landlord, including the right of the landlord to distrain on the Collateral for arrears of rent.

6. Survival of Representations and Warranties and Covenants

All agreements, representations, warranties and covenants made by the Grantor in this Agreement are material, will be considered to have been relied on by the Bank and will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Bank and any disposition or payment of the Obligations until the indefeasible repayment and performance in full of the Obligations.

7. Performance of Covenants by The Bank

- (a) The Bank may, in its sole discretion and upon notice to the Grantor, perform any covenant of the Grantor under this Agreement that the Grantor fails to perform including any covenant the performance of which requires the payment of money, provided that the Bank will not be obligated to perform such covenant on behalf of the Grantor. The performance by the Bank of any such covenant shall not oblige the Bank to continue to perform any such covenant or other covenants nor relieve the Grantor from any default or derogate from the rights and remedies of the Bank under this Agreement. The Grantor agrees to indemnify and to reimburse the Bank for all costs and expenses incurred by the Bank in connection with the performance by it of any such covenant, and all such costs and expenses shall be payable by the Grantor to the Bank on demand, shall bear interest at the highest rate per annum applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations.
- (b) In holding any Collateral, the Bank and any agent or nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own or of similar value held in the same or similar location. The Bank and any agent or nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Grantor reasonably requests in writing, but failure of the Bank or its nominees to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

8. Securities, Investment Property

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

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, the Bank may, at any time give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

The Grantor has not consented to and covenants that it will not consent to, the entering into of a Control Agreement by: (a) any issuer of any uncertificated securities included in or relating to the Collateral; or (b) any securities intermediary for any securities accounts or security entitlements included in or relating to the Collateral, other than, in either case, a Control Agreement to which the Bank is a party.

Promptly upon request from time to time by the Bank, the Grantor shall:

- (a) enter into and use reasonable commercial efforts to cause any securities intermediary for any securities accounts or securities entitlements included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such securities accounts or securities entitlements as the Bank requires in form and substance satisfactory to the Bank; and
- (b) enter into and use reasonable commercial efforts to cause any issuer of any uncertificated securities included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such uncertificated securities in form and substance satisfactory to the Bank.

9. Dealing with Security Interest

The Bank may grant extensions of time and other indulgences, give up any of the Security Interest, abstain from perfecting any of the Security Interest, accept compositions, grant releases and discharges and waive rights against and otherwise deal with the Grantor, Account Debtors of the Grantor, sureties and others and with any of the Collateral and any other security as the Bank may see fit without prejudice to the liability of the Grantor or the Bank's right to hold and realize any of the Security Interest. The Bank shall not be accountable to the Grantor for the value of any of the Security Interest released except for any moneys actually received by the Bank.

10. Deposits and Credit Balances

Without limiting any other rights or remedies of the Bank, the Bank may, without notice to the Grantor or any other Person, any notice being expressly waived by the Grantor, set-off and apply all or any of the amounts standing to or for the credit of the Grantor at the Bank or any of the Bank's affiliates, in any currency, against and on account of all or any part of the Obligations, all as the Bank may see fit, whether or not the Obligations or the amounts standing to or for the credit of the Grantor are due and payable. The Bank is authorized and shall be entitled to make such debits, credits, correcting entries, and other entries to the Grantor's accounts and the Bank's records relating to the Grantor as the Bank regards as desirable in order to give effect to the Bank's rights hereunder and the Grantor agrees to be bound by such entries absent manifest error. When applying a deposit or other obligation in a different currency than the Obligations to the Obligations, the Bank will convert the deposit or other obligation to the currency of the Obligations using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

11. Events of Default

Obligations not payable on demand shall, at the option of the Bank, become immediately due and payable upon the occurrence of one or more of the following events (each, an "event of default"):

- (a) the Grantor fails to pay when due, whether by acceleration or otherwise, any of the Obligations;
- (b) the Grantor fails to perform any provision of this Agreement or of any other agreement to which the Grantor and the Bank are parties;
- (c) if any certificate, statement, representation, warranty, audit report or financial statement heretofore or hereafter furnished by or on behalf of the Grantor pursuant to or in connection with this Agreement, or as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Grantor, is shown to have been false in any material respect or to have omitted any material fact; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty, audit report or financial statement, which change shall not have been disclosed to the Bank at or prior to the time of such execution;
- (d) the Grantor ceases or threatens to cease to carry on business, commits an act of bankruptcy, becomes insolvent, proceedings or other actions are taken by or against the Grantor under the *Bankruptcy and Insolvency Act (Canada)*, the *Companies' Creditors Arrangement Act (Canada)* or similar legislation whether in Canada or elsewhere, or the Grantor transfers all or substantially all of its assets to another Person;
- (e) a receiver, trustee, custodian or other similar official is appointed in respect of the Grantor or any of the Grantor's property;
- (f) the institution by or against the Grantor of any formal or informal proceeding for the dissolution or liquidation or settlement of claims against or winding up of affairs of the Grantor;
- (g) an encumbrancer takes possession of any of the Collateral or any process of execution or distress is levied or enforced upon or against any of the Collateral;
- (h) any indebtedness or liability of the Grantor, other than to the Bank, becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof, or the Grantor fails to make payment when due under any guarantee given by the Grantor;
- (i) if the Grantor is an individual, the Grantor dies or is found by a court to be incapable of managing his or her affairs;
- (j) an execution or any other process of any court shall become enforceable against the Grantor;
- (k) if the Grantor is a partnership, the death of a partner; or
- (l) any other event which causes the Bank, in good faith, to deem itself insecure;

and the Bank shall not be required to make any further advances or other extension of credit that constitutes an Obligation.

12. Remedies

- (a) Upon the occurrence of an event of default that has not been cured or waived, the Bank, in addition to any right or remedy otherwise provided herein or by law or in equity, will have the rights and remedies set out below, which may be enforced successively or concurrently:
 - (i) to take such steps as the Bank considers desirable to maintain, preserve or protect the Collateral or its value;

- (ii) to take possession of the Collateral and require the Grantor to assemble the Collateral and deliver or make the Collateral available to the Bank at such place as may be specified by the Bank, and the Bank will not be or be deemed to be a mortgagee in possession by virtue of any such actions;
 - (iii) to exercise and enforce all rights and remedies of the Grantor with respect to the Collateral, including collecting and realizing upon all Accounts and Book Debts;
 - (iv) to carry on or concur in carrying on all or any part of the business of the Grantor;
 - (v) for the maintenance, preservation or protection of the Collateral or for carrying on any of the business of the Grantor, to borrow money on the security of the Collateral, which security will rank in priority to the Security Interest, or on an unsecured basis;
 - (vi) to the exclusion of all others, including the Grantor, to enter upon, occupy and use all or any of the premises, buildings and plants owned or occupied by the Grantor and use all or any of the Collateral of the Grantor for such time as the Bank requires to facilitate the preservation and realization of the Collateral, free of charge, and the Bank will not be liable to the Grantor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;
 - (vii) to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral upon such terms and conditions as the Bank may determine;
 - (viii) to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition;
 - (ix) if any part of the Collateral is perishable or will decline speedily in value, to sell or otherwise dispose of same without giving any notice of such disposition;
 - (x) to make any arrangement or compromise which the Bank shall think expedient in the interests of the Bank, including compromising any Accounts and Book Debts, and giving time for payment thereof with or without security;
 - (xi) to appoint a consultant or monitor, at the Grantor's expense, to evaluate the Grantor's business and the value of the Collateral, and to review the options available to the Bank; and
 - (xii) to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").
- (b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.
- (c) The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.
- (d) The Bank will give the Grantor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the PPSA.
- (e) Upon default and receiving written demand from the Bank, the Grantor agrees to take such further action as may be necessary to evidence and effect an assignment or licensing of intellectual property to whomever the Bank directs, including to the Bank. The Grantor appoints any officer or employee of the Bank to be its attorney in accordance with applicable legislation with full power of substitution, to do on the Grantor's behalf anything that is required to assign, license or transfer, and to record any assignment, license or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.
- (f) The Grantor authorizes the Bank to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying any Collateral or identifying the locations at which the Collateral is located and correcting any clerical errors or deficiencies in this Agreement) as the Bank may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest. The Grantor hereby irrevocably constitutes and appoints the Bank and any of its officers or employees from time to time as the true and lawful attorney of the Grantor, with full power of substitution, to do any of the foregoing in the name of the Grantor whenever and wherever it may be deemed necessary or

expedient. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement including the expenses incurred by the Bank in connection with the preservation and realization of the Collateral as described above, the Grantor shall be liable to pay any deficiency to the Bank forthwith on demand.

13. Environmental License and Indemnity

The Grantor hereby grants to the Bank and its officers, employees and agents an irrevocable and non-exclusive license, subject to the rights of tenants, to enter any Real Property to conduct investigations, inspections, audits, testing and monitoring with respect to any contaminants or hazardous substances and to remove and analyze samples of any contaminants or hazardous substances at the cost and expense of the Grantor (which cost and expense will form part of the Obligations and will be payable immediately on demand and secured hereby). The Grantor hereby indemnifies and will indemnify the Bank and agrees to hold the Bank harmless against and from all losses, fines, penalties, costs, damages and expenses which the Bank may sustain, incur or be held to be or for which it may become liable, at any time whatsoever for or by reason of or arising from the past, present or future presence of or, clean-up, removal or disposal of any contaminants or hazardous substances from, on, under or adjacent to any Real Property owned by the Grantor or which may become owned or occupied by the Bank or as a result of the Bank's compliance with environmental laws or environmental orders relating thereto, including any clean-up, decommissioning, restoration or remediation of any Real Property owned or occupied by the Grantor or other affected or adjacent lands or property. This indemnification will survive the satisfaction, release or extinguishment of the Obligations created hereby


14. Miscellaneous

- (a) **Interpretation.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hercof", "hereunder" and similar expressions refer to this Agreement (including any schedule now or hereafter annexed hereto) and not to any particular Section or other portion hereof. Unless otherwise specified, any reference herein to a Section or Schedule refers to the specified Section of or Schedule to this Agreement. In this Agreement: (i) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa; (ii) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case, "without limitation"; (iii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time; (iv) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and (v) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.
- (b) **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Grantor shall not assert against the assignee any claim or defence which the Grantor now has or hereafter may have against the Bank.
- (c) **Amalgamation.** The Grantor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Grantor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby (i) shall extend to "Collateral" (as that term is herein defined) in which any amalgamating company has any rights at the time of amalgamation and to any "Collateral" in which the amalgamated company thereafter has any rights, and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Bank at the time of amalgamation and any "Obligations" of the amalgamated company to the Bank thereafter arising.
- (d) **Joint and Several.** If there is more than one Grantor named herein, the term "Grantor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the Obligations shall include those of all or any one of them and no Grantor shall have the right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full, notwithstanding any change for any cause or in any manner whatsoever in the composition of or membership of any firm or company which is a party hereto.
- (e) **Attachment of Security Interest.** The Grantor acknowledges that value has been given and that the Security Interest granted hereby will attach when the Grantor signs this Agreement and will attach to Collateral in which the Grantor subsequently acquires any rights, immediately upon the Grantor acquiring such rights. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

- (f) **No Obligation to Advance.** Neither the execution of this Agreement nor any advance of funds shall oblige the Bank to advance any funds or any additional funds or enter into any transaction or renew any note or extend any time for payment of any of the Obligations of the Grantor to the Bank.
- (g) **Information.** The Bank may provide any financial and other information it has about the Grantor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or anyone acting on behalf of the Bank.
- (h) **Assignment.** The Bank may assign or transfer any of its rights under this Agreement without the consent of the Grantor. The Grantor may not assign its obligations under this Agreement without the prior written consent of the Bank.
- (i) **Amendment.** Subject to Section 12(f) of this Agreement, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No course of conduct by the Bank will be deemed to result in an amendment of this Agreement.
- (j) **Term.** This Agreement shall be a continuing agreement in every respect for the payment of the Obligations and it shall remain in full force and effect until all of the Obligations shall be indefeasibly paid in full or discharged by the Bank and until the Bank shall no longer have any commitment to the Grantor or any other Person, the fulfillment of which, might result in the creation of Obligations of the Grantor.
- (k) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Agreement.
- (l) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Branch of the Bank is located.
- (m) **Waiver by the Bank.** No delay or omission by the Bank in exercising any right or remedy hereunder or with respect to any Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or of any other right or remedy. Furthermore, the Bank may remedy any default by the Grantor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Grantor. No course of conduct of the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement or the Bank's rights hereunder. All rights and remedies of the Bank granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (n) **Waiver by the Grantor.** The Grantor waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Grantor is in any way liable and, subject to clause 12(d) hereof, notice of any other action taken by the Bank.
- (o) **Non-Substitution.** The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Bank.
- (p) **Entire Agreement.** This Agreement including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Grantor and the Bank with respect to the subject matter hereof. There are no representations, warranties, terms and conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth in this Agreement.
- (q) **Acknowledgment.** The Grantor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.
- (r) **Execution.** The Grantor agrees that this Agreement may be executed electronically and in counterparts.

IN WITNESS WHEREOF the Grantor has executed this Agreement this 6 day of April, 2022 .

[Name of Grantor] **1000108549 ONTARIO INC.**

Per: 
(authorized signature) **Noorallah Nawrozada - President
and Secretary**

I have the authority to bind the corporation.

Per: _____
(authorized signature)

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

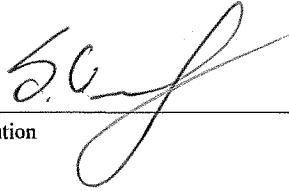
Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]



Witness as to execution

SCHEDULE "A"

DESCRIPTION OF EQUIPMENT/SERIAL NUMBERED GOODS

QUANTITY

DESCRIPTION

SERIAL NUMBER

LOCATION OF COLLATERAL

The Collateral is now and will hereafter be located at the following address(es) (include Street/Town/City and Province):

219 Rorke Avenue, Haileybury, Ontario ; 229 Rorke Avenue, Haileybury; and
456 Albert Street, Haileybury, Ontario

SPECIFIED COLLATERAL (Ontario only)

Quota/Licence No. _____ issued by _____ (including any successor marketing board or licencing authority in respect of marketing or setting prices for the same commodity, their successors and assigns, in each case called the "Board") and proceeds therefrom.

Additional Covenants of Customer Applicable to Above Collateral:


1. By executing this Agreement, Grantor has granted an assignment to the Bank of any and all rights of the Grantor in and to the above quota/licence, any amendments, substitutions, additions or supplements thereto, and any proceeds thereof.
2. Grantor agrees to maintain all of the above quota/licence rights in good standing and to comply with all of the rules, regulations and orders of the Board issuing such quota/licence.
3. Grantor agrees not to apply to the Board for the transfer of the above quota/licence, in whole or in part, without the prior written consent of the Bank.
4. The security and/or rights hereby granted shall extend to and include all present and future acquired quota/licence rights issued by the Board to the Grantor, whether issued under the above quota/licence number or under any other such number.

RESOLUTION AUTHORIZING EXECUTION OF GENERAL SECURITY AGREEMENT

- "RESOLVED THAT: _____ is
- (a) The President and the Secretary ~~XXX~~ hereby authorized for and on behalf of the Corporation to execute and deliver to The Toronto-Dominion Bank a General Security Agreement substantially in the form of the General Security Agreement (attached hereto and initialled by the Secretary for identification) presented to the directors, with such alterations, amendments, deletions or additions as may be approved by the persons executing the same and their execution shall be conclusive evidence of such approval and that the General Security Agreement so executed is the General Security Agreement authorized by this Resolution.
- (b) Any officer or director be and is hereby authorized to execute and deliver on behalf of the Corporation all such other documents and writings and to do such other acts and things as may be necessary or desirable for fulfilling the Corporation's obligations under the General Security Agreement."

CERTIFICATE

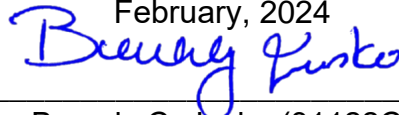
I hereby certify that the foregoing is a true and correct copy of a Resolution duly passed by the Directors of 1000108549 Ontario Inc.
on the 6 day of April, 2022 and that the said Resolution is now in full force and effect.



Secretary - Noorallah Nawrozada C/S

This is Exhibit "D" referred to in the

Affidavit of **BEN SCHU** sworn
before me, this 23rd day of
February, 2024



Beverly C. Jusko (31122C)

A Commissioner for Taking Affidavits

T,

Properties

PIN 61352 - 0137 LT Interest/Estate Fee Simple
 Description PCL 12613 SEC SST; LT 95-99 PL M48NB BUCKE; TEMISKAMING SHORES ;
 DISTRICT OF TIMISKAMING
 Address 219 RORKE AVENUE
 HAILEYBURY

PIN 61352 - 0155 LT Interest/Estate Fee Simple
 Description PCL 23350 SEC SST; PT LT 188 PL M48NB BUCKE; PT LT 189 PL M48NB BUCKE; PT
 LT 190 PL M48NB BUCKE PT 1 54R3008; TEMISKAMING SHORES ; DISTRICT OF
 TIMISKAMING
 Address 456 ALBERT STREET
 HAILEYBURY

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 1000108549 ONTARIO INC.
 Address for Service 7263 Second Line West
 Mississauga, Ontario
 L5W 1M7

person or persons with authority to bind the corporation has/have consented to the registration of this document.
 This document is not authorized under Power of Attorney by this party.

Chargee(s)

Capacity

Share

Name THE TORONTO-DOMINION BANK
 Address for Service 1900 Ellesmere Road and Bellamy Road North
 Scarborough, Ontario
 M1H 2V6
 (Branch #1790)

Statements

Schedule: See Schedules

Provisions

Principal \$4,340,000.00 Currency CDN
 Calculation Period See Schedule
 Balance Due Date
 Interest Rate See Schedule
 Payments
 Interest Adjustment Date
 Payment Date On Demand
 First Payment Date
 Last Payment Date
 Standard Charge Terms 8520
 Insurance Amount See standard charge terms
 Guarantor

Additional Provisions

continued from Insurance Amount: see paragraph 3(f) in Standard Charge Terms.

Signed By

Connie Campanella 50 West Pearce St, Suite 10 acting for Signed 2022 08 26
 Richmond Hill
 L4B 1C5
 Chargee(s)

Tel 905-763-3770

Fax 905-763-3772

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

Submitted By

FIJ LAW LLP

50 West Pearce St, Suite 10
Richmond Hill
L4B 1C5

2022 08 26

Tel 905-763-3770

Fax 905-763-3772

Fees/Taxes/Payment

Statutory Registration Fee

\$66.30

Total Paid

\$66.30



Schedule 1

Form 5 - Land Registration Reform Act, 1984

S

Page 2 of

Additional Property Identifier(s) and/or Other Information

This is a Schedule to a Charge made between 1000108549 ONTARIO INC.
and THE TORONTO-DOMINION BANK.

Box (9)(b) The Chargor hereby agrees to pay interest on the Principal Amount at the following Interest Rate:

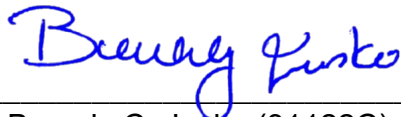
- the Bank's Prime Rate plus 5.00 % per annum. "Prime Rate" means the rate of interest per annum established and reported by the Bank to the Bank of Canada from time to time as a reference rate of interest for the determination of interest rates that the Bank charges to customers of varying degrees of credit worthiness in Canada for Canadian dollar loans made by it in Canada.

Box (9)(c) Interest at the Interest Rate aforesaid is calculated and payable monthly, not in advance, before and after demand, default and judgment. Interest is payable on overdue interest and on Indebtedness payable under this Charge at the aforesaid Interest Rate. Any payment appropriated as a permanent reduction of this Charge shall be first applied against interest accrued hereunder.

FOR OFFICE
USE ONLY

This is Exhibit "E" referred to in the

Affidavit of **BEN SCHU** sworn before
me, this 23rd day of February, 2024



Beverly C. Jusko (31122C)

A Commissioner for Taking Affidavits

Properties

PIN 61352 - 0137 LT
Description PCL 12613 SEC SST; LT 95-99 PL M48NB BUCKE; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING
Address 219 RORKE AVENUE
 HAILEYBURY

PIN 61352 - 0155 LT
Description PCL 23350 SEC SST; PT LT 188 PL M48NB BUCKE; PT LT 189 PL M48NB BUCKE; PT LT 190 PL M48NB BUCKE PT 1 54R3008; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING
Address 456 ALBERT STREET
 HAILEYBURY

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 1000108549 ONTARIO INC.
Address for Service 7263 Second Line West
 Mississauga, Ontario
 L5W 1M7

person or persons with authority to bind the corporation has/have consented to the registration of this document.

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

Party To(s)*Capacity**Share*

Name THE TORONTO-DOMINION BANK
Address for Service 1900 Ellesmere Road and Bellamy Road North
 Scarborough, Ontario
 L5W 1M7
 (Branch #1790)

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, DT83808 registered on 2022/08/26 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Connie Campanella 50 West Pearce St, Suite 10 acting for Signed 2022 08 26
 Richmond Hill Applicant(s)
 L4B 1C5

Tel 905-763-3770

Fax 905-763-3772

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

Connie Campanella 50 West Pearce St, Suite 10 acting for Signed 2022 08 26
 Richmond Hill Party To(s)
 L4B 1C5

Tel 905-763-3770

Fax 905-763-3772

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

Submitted By

FIJ LAW LLP 50 West Pearce St, Suite 10 2022 08 26
 Richmond Hill
 L4B 1C5

Tel 905-763-3770

Fax 905-763-3772

Fees/Taxes/Payment

Statutory Registration Fee

\$66.30

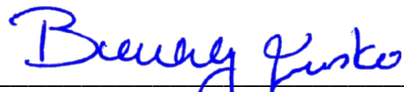
Fees/Taxes/Payment

Total Paid

\$66.30

This is Exhibit "F" referred to in the

Affidavit of **BEN SCHU** sworn before
me, this 23rd day of February, 2024



Beverly C. Jusko (31122C)

A Commissioner for Taking Affidavits



Assignment of Term Deposits and Credit Balances

#1790 Branch

To: The Toronto-Dominion Bank and its subsidiaries, (including TD Mortgage Corporation and TD Pacific Mortgage Corporation¹) ("TD")

In Consideration of advances heretofore, now or hereafter made to

the Undersigned and/or to 1000108549 Ontario Inc.
(hereinafter called the Customer), the Undersigned hereby assigns, transfers and sets over to The Toronto-Dominion Bank (the "Bank") to the extent of Fifty Thousand -----

(\$ 50,000.00) Dollars
all monies which are now or may hereafter be from time to time at the credit of the Undersigned with TD at the

1900 Ellesmere Road & Bellamy Road North, Scarborough, Ontario, M1H 2V6 Branch of the Bank,
Which monies shall include any amount and interest thereon due or accruing due to the undersigned pursuant to any term deposit instrument of TD, and TD is hereby authorized to hold such monies as a continuing collateral security for the payment of the present and future indebtedness and / or liability, direct or indirect, by way of guarantee or otherwise, and however arising, and any ultimate unpaid balance thereof, of the Undersigned and / or of the Customer to the Bank; and TD is hereby authorized to refuse to honour any cheques or orders for the payment of money which the Bank may consider would impair the value of this Assignment. The Undersigned further authorizes TD to charge against any monies herein assigned any indebtedness and / or liability hereby secured as the same may become due and payable.


It is understood that if TD permits the Undersigned to make withdrawals from any such monies at the credit of the Undersigned, such permission shall be without prejudice to the rights hereby conferred upon the Bank to hold such monies as security as aforesaid or to charge against the same any indebtedness and / or liability hereby secured and is not to be construed as a waiver by the Bank of such rights.

The Bank may grant extensions of time or any other indulgence, take and give up security, accept compositions, grant releases and discharges, and otherwise deal with the Customer and with other parties and securities as the Bank may see fit without prejudice to the indebtedness and / or liability of the Undersigned to the Bank or to the Bank's rights to hold or deal with the said monies herein assigned. The authority hereby given shall not be revoked by the death of the Undersigned and in the event of the death of the Undersigned you are hereby authorized to pay from the monies herein assigned the indebtedness and / or liability of the Undersigned and / or the Customer to the Bank whether such indebtedness and / or liability has become due and payable or not.

This assignment shall be binding upon the heirs, executors, administrators and assigns of the Undersigned.
The Undersigned acknowledges receiving a copy of this assignment.

Dated at Toronto this 6 day of April 2022

Company Name: 1000108549 Ontario Inc.


Signature Noorallah Nawrozada

Signature _____

Title: President and Secretary

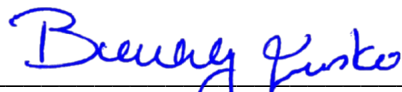
Title: _____

I have the authority to bind the corporation.

¹ TD Mortgage Corporation and TD Pacific Mortgage Corporation are loan companies incorporated under the *Trust and Loan Companies Act* of Canada, and are member institutions of the Canada Deposit Insurance Corporation.

This is Exhibit "G" referred to in the

Affidavit of **BEN SCHU** sworn before
me, this 23rd day of February, 2024



Beverly C. Jusko (31122C)

A Commissioner for Taking Affidavits



TD Canada Trust
Postponement and Assignment of
Creditors Claim and Postponement of Security

THIS AGREEMENT made this 6th day of April, 2022.

BETWEEN:

2846256 Ontario Inc.

(hereinafter called the Creditor)

1000108549 Ontario Inc.

(hereinafter called the Company)

AND

The Toronto-Dominion Bank

(hereinafter called the Bank)

WHEREAS the Company is or may hereafter become indebted to the Bank.

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Company in carrying on its business and the Company is or may hereafter become indebted to the Creditor.

NOW THEREFORE in consideration of the Bank continuing to deal with the Company and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Creditor and the Company hereby agree as follows:

1. **Definitions.** In this Agreement, the following terms have the following meanings:

"Bank Indebtedness" means all obligations of the Company to the Bank, including all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Bank and the Company or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Company, and in any currency, whether incurred by the Company alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Company under this Agreement for fees, costs and expenses.

"Bank Security" means all present and future security which the Bank has taken or may hereafter take in support of the Bank Indebtedness.

"Creditor Indebtedness" means all obligations of the Company to the Creditor, including all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Creditor and the Company or from other dealings or proceedings by which the Creditor may be or become in any manner whatsoever a creditor of the Company, and in any currency, whether incurred by the Company alone or jointly with another or others and whether as a principal or surety, including all interest thereon.

"Creditor Security" means all present and future security which the Creditor has taken or may take in support of the Creditor Indebtedness.

2. **Postponement of Creditor Indebtedness.** The Creditor hereby postpones the repayment of the Creditor Indebtedness, in full, to the prior repayment of the Bank Indebtedness. The Company and the Creditor hereby agree with the Bank that:

- (a) the Company will not repay the Creditor Indebtedness;
- (b) the Creditor will not take any action to accelerate the maturity of the Creditor Indebtedness or exercise any remedies or take any action or proceeding to enforce the Creditor Indebtedness or the Creditor Security;
- (c) the Creditor will not file, or join with any other creditors of the Company in filing, any petition commencing any bankruptcy, insolvency, reorganization, arrangement or receivership proceeding or any assignment for the benefit of creditors against or in respect of the Company or any other marshalling of the assets and liabilities of the Company;

(d) the Creditor will not accept any payment, whether principal, interest or otherwise on account of the Creditor Indebtedness and no satisfaction, consideration or security will be given to or accepted by the Creditor for any Creditor Indebtedness;

in each case, unless the prior written consent of the Bank has been obtained (which consent may be granted or withheld by the Bank in its sole and absolute discretion) or until such time as the Bank Indebtedness has been indefeasibly paid in full. Any payment on, or other consideration for, the Creditor Indebtedness that is received by the Creditor in violation of this Agreement will be held by the Creditor in trust for the benefit of, and shall forthwith be paid over to, the Bank. In no event shall the payment or distribution received by the Creditor be commingled with the other assets of the Creditor.

3. Postponement of Creditor Security. The Creditor hereby postpones and subordinates the Creditor Security in all respects to and in favour of the Bank Security, and acknowledges that the Bank Security ranks and will continue to rank in priority to the Creditor Security in respect of all of the property and assets of the Company covered by the Bank Security. The subordinations and postponements contained herein shall apply in all events and circumstances regardless of:

- (a) the date of execution, attachment, registration, perfection or re-perfection of any of the Bank Security or Creditor Security; or
- (b) the date of any advance or advances made to the Company by the Bank or the Creditor; or
- (c) the date of default by the Company under any of the Bank Security or the Creditor Security or the dates of crystallization of any floating charges held by the Bank or the Creditor; or
- (d) any priority granted by any principle of law or any statute, including the Bank Act (Canada), or any personal property security or like statute.

Any insurance proceeds received by the Company, the Bank or the Creditor in respect of the assets of the Company charged by the Bank Security or the Creditor Security, shall be dealt with according to the preceding provisions hereof as though such insurance proceeds were paid or payable as proceeds of realization of the collateral for which they compensate, and all insurance proceeds received by the Company shall be held in trust by it for the benefit of the Bank and the Creditor, as the case may be, in accordance with the provisions hereof.

4. Assignment. The Creditor hereby assigns and transfers to the Bank by way of security for the Bank Indebtedness all Creditor Indebtedness.

5. Acknowledgement and Agreement of the Company and the Creditor. The Company hereby confirms to and agrees with the Bank and the Creditor that so long as the Company remains indebted to the Bank and the Creditor, it will stand possessed of its assets so charged for the Bank and the Creditor in accordance with their respective interests and priorities as herein set forth. The Creditor and the Company hereby confirm and agree that the terms of this Agreement will prevail over the terms of any other agreement between the Creditor and the Company regarding the Creditor Indebtedness until such time as the Bank Indebtedness has been indefeasibly paid in full.

6. Restriction on Transfer and Amendments. The Creditor will not, without the prior written consent of the Bank, sell, assign or otherwise transfer or dispose of, in whole or in part, voluntarily, involuntarily or by operation of law, all or any part of the Creditor Indebtedness or any interest therein to any other person or create, incur or suffer to exist any security interest, lien, charge or other encumbrance whatsoever upon all or any part of the Creditor Indebtedness in favour of any other person. In addition to the foregoing, the Creditor will not, without the prior written consent of the Bank, amend, modify, extend, accelerate, waive or otherwise change the terms of the Creditor Indebtedness or any part thereof or any Creditor Security held therefor.

7. Acknowledgement of No Set-Off. The Company and the Creditor acknowledge that the Creditor Indebtedness is not the subject of nor will it hereafter without the consent of the Bank be made the subject of any set-off or counter-claim by the Company.

8. Bank Not Bound to Collect Creditor Indebtedness. The Creditor shall duly and promptly take such action as the Bank may reasonably request in its sole discretion to collect amounts in respect of the Creditor Indebtedness and to file appropriate claims, proofs of claim or other instruments of similar character in respect of the Creditor Indebtedness until such time as the Bank Indebtedness has been indefeasibly paid in full. The Bank shall be authorized (in its own name or in the name of the Creditor), but shall have no obligation to, demand payment of the Creditor Indebtedness or any part thereof or take any proceeding to collect any Creditor Indebtedness or to enforce any Creditor Security in respect thereof.

9. Bankruptcy of Company. In the event of the bankruptcy or winding up of the Company or any distribution of the assets or any of the assets of the Company or proceeds thereof among its creditors in any manner whatsoever, the Bank may prove in respect of the Creditor Indebtedness as a debt owing to it by the Company and the Bank shall be entitled to collect and receive any and all payments or distributions payable in respect thereof, such payments or distributions to be applied on such part or parts of the Bank Indebtedness as the Bank shall see fit until the whole of the Bank Indebtedness has been indefeasibly paid in full and thereafter the Creditor shall be entitled to such payments or distributions.

10. Further Assurances. The Company and the Creditor will, from time to time forthwith and at all times after the date of this Agreement, without further consideration, do such further acts and deliver such further instruments and documents, and take such further action, as the Bank may reasonably request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted, or intended to be granted, by, this Agreement.

11. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the executors, administrators, successors and assigns of the respective parties hereto.

12. **Acknowledgement.** The Creditor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.

13. **Language Preference.** This Agreement has been drawn up in the English language at the request of all parties. (Cet acte a été rédigé en langue anglaise á la demande de toutes les parties.)

SIGNED, SEALED AND DELIVERED

2846256 ONTARIO INC.

Per:



~~Creditor~~ Name:

Title:

I have the authority to bind the corporation.

1000108549 ONTARIO INC.

Per:

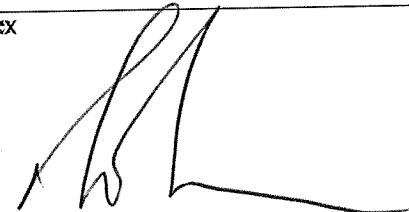


~~Creditor~~ Name: Noorallah Nawrozada

Title: President and Secretary

I have the authority to bind the corporation.

~~Creditor~~



The Toronto-Dominion Bank **Jules Samaye**

Per:

**Commercial Operations Lead
Commercial Real Estate**

Name:

I/We Have the Authority to

Title:

Bind The Corporation

I have the authority to bind the Bank.

Witness: 



TD Canada Trust
Postponement and Assignment of
Creditors Claim and Postponement of Security

THIS AGREEMENT made this 6 day of April, 2022
(day) (month) (year)

BETWEEN:

2492029 Ontario Inc.

(hereinafter called the Creditor)

1000108549 Ontario Inc.

(hereinafter called the Company)

AND

The Toronto-Dominion Bank

(hereinafter called the Bank)

WHEREAS the Company is or may hereafter become indebted to the Bank.

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Company in carrying on its business and the Company is or may hereafter become indebted to the Creditor.

NOW THEREFORE in consideration of the Bank continuing to deal with the Company and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Creditor and the Company hereby agree as follows:

1. **Definitions.** In this Agreement, the following terms have the following meanings:

"Bank Indebtedness" means all obligations of the Company to the Bank, including all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Bank and the Company or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Company, and in any currency, whether incurred by the Company alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Company under this Agreement for fees, costs and expenses.

"Bank Security" means all present and future security which the Bank has taken or may hereafter take in support of the Bank Indebtedness.

"Creditor Indebtedness" means all obligations of the Company to the Creditor, including all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Creditor and the Company or from other dealings or proceedings by which the Creditor may be or become in any manner whatsoever a creditor of the Company, and in any currency, whether incurred by the Company alone or jointly with another or others and whether as a principal or surety, including all interest thereon.

"Creditor Security" means all present and future security which the Creditor has taken or may take in support of the Creditor Indebtedness.

2. **Postponement of Creditor Indebtedness.** The Creditor hereby postpones the repayment of the Creditor Indebtedness, in full, to the prior repayment of the Bank Indebtedness. The Company and the Creditor hereby agree with the Bank that:

- (a) the Company will not repay the Creditor Indebtedness;
- (b) the Creditor will not take any action to accelerate the maturity of the Creditor Indebtedness or exercise any remedies or take any action or proceeding to enforce the Creditor Indebtedness or the Creditor Security;
- (c) the Creditor will not file, or join with any other creditors of the Company in filing, any petition commencing any bankruptcy, insolvency, reorganization, arrangement or receivership proceeding or any assignment for the benefit of creditors against or in respect of the Company or any other marshalling of the assets and liabilities of the Company;

(d) the Creditor will not accept any payment, whether principal, interest or otherwise on account of the Creditor Indebtedness and no satisfaction, consideration or security will be given to or accepted by the Creditor for any Creditor Indebtedness;

in each case, unless the prior written consent of the Bank has been obtained (which consent may be granted or withheld by the Bank in its sole and absolute discretion) or until such time as the Bank Indebtedness has been indefeasibly paid in full. Any payment on, or other consideration for, the Creditor Indebtedness that is received by the Creditor in violation of this Agreement will be held by the Creditor in trust for the benefit of, and shall forthwith be paid over to, the Bank. In no event shall the payment or distribution received by the Creditor be commingled with the other assets of the Creditor.

3. Postponement of Creditor Security. The Creditor hereby postpones and subordinates the Creditor Security in all respects to and in favour of the Bank Security, and acknowledges that the Bank Security ranks and will continue to rank in priority to the Creditor Security in respect of all of the property and assets of the Company covered by the Bank Security. The subordinations and postponements contained herein shall apply in all events and circumstances regardless of:

- (a) the date of execution, attachment, registration, perfection or re-perfection of any of the Bank Security or Creditor Security; or
- (b) the date of any advance or advances made to the Company by the Bank or the Creditor; or
- (c) the date of default by the Company under any of the Bank Security or the Creditor Security or the dates of crystallization of any floating charges held by the Bank or the Creditor; or
- (d) any priority granted by any principle of law or any statute, including the Bank Act (Canada), or any personal property security or like statute.

Any insurance proceeds received by the Company, the Bank or the Creditor in respect of the assets of the Company charged by the Bank Security or the Creditor Security, shall be dealt with according to the preceding provisions hereof as though such insurance proceeds were paid or payable as proceeds of realization of the collateral for which they compensate, and all insurance proceeds received by the Company shall be held in trust by it for the benefit of the Bank and the Creditor, as the case may be, in accordance with the provisions hereof.

4. Assignment. The Creditor hereby assigns and transfers to the Bank by way of security for the Bank Indebtedness all Creditor Indebtedness.

5. Acknowledgement and Agreement of the Company and the Creditor. The Company hereby confirms to and agrees with the Bank and the Creditor that so long as the Company remains indebted to the Bank and the Creditor, it will stand possessed of its assets so charged for the Bank and the Creditor in accordance with their respective interests and priorities as herein set forth. The Creditor and the Company hereby confirm and agree that the terms of this Agreement will prevail over the terms of any other agreement between the Creditor and the Company regarding the Creditor Indebtedness until such time as the Bank Indebtedness has been indefeasibly paid in full.

6. Restriction on Transfer and Amendments. The Creditor will not, without the prior written consent of the Bank, sell, assign or otherwise transfer or dispose of, in whole or in part, voluntarily, involuntarily or by operation of law, all or any part of the Creditor Indebtedness or any interest therein to any other person or create, incur or suffer to exist any security interest, lien, charge or other encumbrance whatsoever upon all or any part of the Creditor Indebtedness in favour of any other person. In addition to the foregoing, the Creditor will not, without the prior written consent of the Bank, amend, modify, extend, accelerate, waive or otherwise change the terms of the Creditor Indebtedness or any part thereof or any Creditor Security held therefor.

7. Acknowledgement of No Set-Off. The Company and the Creditor acknowledge that the Creditor Indebtedness is not the subject of nor will it hereafter without the consent of the Bank be made the subject of any set-off or counter-claim by the Company.

8. Bank Not Bound to Collect Creditor Indebtedness. The Creditor shall duly and promptly take such action as the Bank may reasonably request in its sole discretion to collect amounts in respect of the Creditor Indebtedness and to file appropriate claims, proofs of claim or other instruments of similar character in respect of the Creditor Indebtedness until such time as the Bank Indebtedness has been indefeasibly paid in full. The Bank shall be authorized (in its own name or in the name of the Creditor), but shall have no obligation to, demand payment of the Creditor Indebtedness or any part thereof or take any proceeding to collect any Creditor Indebtedness or to enforce any Creditor Security in respect thereof.

9. Bankruptcy of Company. In the event of the bankruptcy or winding up of the Company or any distribution of the assets or any of the assets of the Company or proceeds thereof among its creditors in any manner whatsoever, the Bank may prove in respect of the Creditor Indebtedness as a debt owing to it by the Company and the Bank shall be entitled to collect and receive any and all payments or distributions payable in respect thereof, such payments or distributions to be applied on such part or parts of the Bank Indebtedness as the Bank shall see fit until the whole of the Bank Indebtedness has been indefeasibly paid in full and thereafter the Creditor shall be entitled to such payments or distributions.

10. Further Assurances. The Company and the Creditor will, from time to time forthwith and at all times after the date of this Agreement, without further consideration, do such further acts and deliver such further instruments and documents, and take such further action, as the Bank may reasonably request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted, or intended to be granted, by, this Agreement.

11. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the executors, administrators, successors and assigns of the respective parties hereto.

12. **Acknowledgement.** The Creditor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.

13. **Language Preference.** This Agreement has been drawn up in the English language at the request of all parties. (Cet acte a été rédigé en langue anglaise á la demande de toutes les parties.)

SIGNED, SEALED AND DELIVERED

Witness: 

2492029 ONTARIO INC.

Per: 

~~Company Name:~~

Title:

I have the authority to bind the corporation.

1000108549 ONTARIO INC.


Per: 

~~Company Name:~~ Noorallah Nawrozada

Title: President and Secretary

I have the authority to bind the corporation.

~~Company Name:~~


The Toronto-Dominion Bank

Per:

Toleese Samaye

Commercial Operations Lead

Name: Commercial Real Estate

Title: I/We Have the Authority to

I have the authority to bind the Bank
Bind The Corporation



TD Canada Trust
Postponement and Assignment of
Creditors Claim and Postponement of Security

THIS AGREEMENT made this 6th day of April, 2022
(day) (month) (year)

BETWEEN:

2516077 Ontario Inc.

(hereinafter called the Creditor)

1000108549 Ontario Inc.

(hereinafter called the Company)

AND

The Toronto-Dominion Bank

(hereinafter called the Bank)

WHEREAS the Company is or may hereafter become indebted to the Bank.

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Company in carrying on its business and the Company is or may hereafter become indebted to the Creditor.

NOW THEREFORE in consideration of the Bank continuing to deal with the Company and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Creditor and the Company hereby agree as follows:

1. **Definitions.** In this Agreement, the following terms have the following meanings:

"Bank Indebtedness" means all obligations of the Company to the Bank, including all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Bank and the Company or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Company, and in any currency, whether incurred by the Company alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Company under this Agreement for fees, costs and expenses.

"Bank Security" means all present and future security which the Bank has taken or may hereafter take in support of the Bank Indebtedness.

"Creditor Indebtedness" means all obligations of the Company to the Creditor, including all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Creditor and the Company or from other dealings or proceedings by which the Creditor may be or become in any manner whatsoever a creditor of the Company, and in any currency, whether incurred by the Company alone or jointly with another or others and whether as a principal or surety, including all interest thereon.

"Creditor Security" means all present and future security which the Creditor has taken or may take in support of the Creditor Indebtedness.

2. **Postponement of Creditor Indebtedness.** The Creditor hereby postpones the repayment of the Creditor Indebtedness, in full, to the prior repayment of the Bank Indebtedness. The Company and the Creditor hereby agree with the Bank that:

- (a) the Company will not repay the Creditor Indebtedness;
- (b) the Creditor will not take any action to accelerate the maturity of the Creditor Indebtedness or exercise any remedies or take any action or proceeding to enforce the Creditor Indebtedness or the Creditor Security;
- (c) the Creditor will not file, or join with any other creditors of the Company in filing, any petition commencing any bankruptcy, insolvency, reorganization, arrangement or receivership proceeding or any assignment for the benefit of creditors against or in respect of the Company or any other marshalling of the assets and liabilities of the Company;

(d) the Creditor will not accept any payment, whether principal, interest or otherwise on account of the Creditor Indebtedness and no satisfaction, consideration or security will be given to or accepted by the Creditor for any Creditor Indebtedness;

in each case, unless the prior written consent of the Bank has been obtained (which consent may be granted or withheld by the Bank in its sole and absolute discretion) or until such time as the Bank Indebtedness has been indefeasibly paid in full. Any payment on, or other consideration for, the Creditor Indebtedness that is received by the Creditor in violation of this Agreement will be held by the Creditor in trust for the benefit of, and shall forthwith be paid over to, the Bank. In no event shall the payment or distribution received by the Creditor be commingled with the other assets of the Creditor.

3. Postponement of Creditor Security. The Creditor hereby postpones and subordinates the Creditor Security in all respects to and in favour of the Bank Security, and acknowledges that the Bank Security ranks and will continue to rank in priority to the Creditor Security in respect of all of the property and assets of the Company covered by the Bank Security. The subordinations and postponements contained herein shall apply in all events and circumstances regardless of:

- (a) the date of execution, attachment, registration, perfection or re-perfection of any of the Bank Security or Creditor Security; or
- (b) the date of any advance or advances made to the Company by the Bank or the Creditor; or
- (c) the date of default by the Company under any of the Bank Security or the Creditor Security or the dates of crystallization of any floating charges held by the Bank or the Creditor; or
- (d) any priority granted by any principle of law or any statute, including the Bank Act (Canada), or any personal property security or like statute.

Any insurance proceeds received by the Company, the Bank or the Creditor in respect of the assets of the Company charged by the Bank Security or the Creditor Security, shall be dealt with according to the preceding provisions hereof as though such insurance proceeds were paid or payable as proceeds of realization of the collateral for which they compensate, and all insurance proceeds received by the Company shall be held in trust by it for the benefit of the Bank and the Creditor, as the case may be, in accordance with the provisions hereof.

4. Assignment. The Creditor hereby assigns and transfers to the Bank by way of security for the Bank Indebtedness all Creditor Indebtedness.

5. Acknowledgement and Agreement of the Company and the Creditor. The Company hereby confirms to and agrees with the Bank and the Creditor that so long as the Company remains indebted to the Bank and the Creditor, it will stand possessed of its assets so charged for the Bank and the Creditor in accordance with their respective interests and priorities as herein set forth. The Creditor and the Company hereby confirm and agree that the terms of this Agreement will prevail over the terms of any other agreement between the Creditor and the Company regarding the Creditor Indebtedness until such time as the Bank Indebtedness has been indefeasibly paid in full.

6. Restriction on Transfer and Amendments. The Creditor will not, without the prior written consent of the Bank, sell, assign or otherwise transfer or dispose of, in whole or in part, voluntarily, involuntarily or by operation of law, all or any part of the Creditor Indebtedness or any interest therein to any other person or create, incur or suffer to exist any security interest, lien, charge or other encumbrance whatsoever upon all or any part of the Creditor Indebtedness in favour of any other person. In addition to the foregoing, the Creditor will not, without the prior written consent of the Bank, amend, modify, extend, accelerate, waive or otherwise change the terms of the Creditor Indebtedness or any part thereof or any Creditor Security held therefor.

7. Acknowledgement of No Set-Off. The Company and the Creditor acknowledge that the Creditor Indebtedness is not the subject of nor will it hereafter without the consent of the Bank be made the subject of any set-off or counter-claim by the Company.

8. Bank Not Bound to Collect Creditor Indebtedness. The Creditor shall duly and promptly take such action as the Bank may reasonably request in its sole discretion to collect amounts in respect of the Creditor Indebtedness and to file appropriate claims, proofs of claim or other instruments of similar character in respect of the Creditor Indebtedness until such time as the Bank Indebtedness has been indefeasibly paid in full. The Bank shall be authorized (in its own name or in the name of the Creditor), but shall have no obligation to, demand payment of the Creditor Indebtedness or any part thereof or take any proceeding to collect any Creditor Indebtedness or to enforce any Creditor Security in respect thereof.

9. Bankruptcy of Company. In the event of the bankruptcy or winding up of the Company or any distribution of the assets or any of the assets of the Company or proceeds thereof among its creditors in any manner whatsoever, the Bank may prove in respect of the Creditor Indebtedness as a debt owing to it by the Company and the Bank shall be entitled to collect and receive any and all payments or distributions payable in respect thereof, such payments or distributions to be applied on such part or parts of the Bank Indebtedness as the Bank shall see fit until the whole of the Bank Indebtedness has been indefeasibly paid in full and thereafter the Creditor shall be entitled to such payments or distributions.

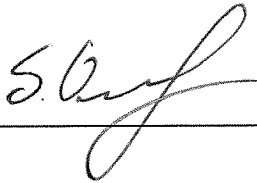
10. Further Assurances. The Company and the Creditor will, from time to time forthwith and at all times after the date of this Agreement, without further consideration, do such further acts and deliver such further instruments and documents, and take such further action, as the Bank may reasonably request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted, or intended to be granted, by, this Agreement.

11. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the executors, administrators, successors and assigns of the respective parties hereto.

12. **Acknowledgement.** The Creditor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.

13. **Language Preference.** This Agreement has been drawn up in the English language at the request of all parties. (Cet acte a été rédigé en langue anglaise á la demande de toutes les parties.)

SIGNED, SEALED AND DELIVERED



Witness: _____

2516077 ONTARIO INC.

Per: 

~~Creditor~~ Name: _____

Title: _____

I have the authority to bind the corporation.

1000108549 ONTARIO INC.

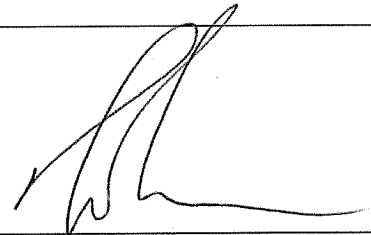
Per: 

~~Creditor~~ Name: Noorallah Nawrozada

Title: President and Secretary

I have the authority to bind the corporation.

~~Creditor~~ Name: _____



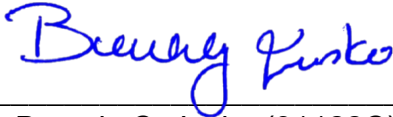
The Toronto-Dominion Bank

Per: _____

Tolsee Samaye
Commercial Operations Lead
Name: Commercial Real Estate
Title: _____
I/We Have the Authority to
Bind the Corporation
Bind the Bank.

This is Exhibit "H" referred to in the

Affidavit of **BEN SCHU** sworn before
me, this 23rd day of February, 2024



Beverly C. Jusko (31122C)

A Commissioner for Taking Affidavits

Environmental Warranty and Indemnity

To: The Toronto-Dominion Bank (the "Bank")
Re: ²¹⁹ ~~222~~ Rorke Avenue 456 Albert, St, Haileybury, ON, P0J 1K0
(the "Property")

WHEREAS the Bank has or will make available credit facilities to
(the "Borrower") 1000108549 ONTARIO INC., NOORALLAH NAWROZADA

AND WHEREAS the Borrower has or will provide a collateral mortgage in the amount of
on the Property; \$4,340,000.00

AND WHEREAS the Bank has requested a warranty and representation from the undersigned as
the sole shareholder of the Borrower, with respect to the environmental condition of the Property

AND WHEREAS the undersigned has agreed to provide this warranty and indemnity

IN CONSIDERATION of the credit facilities provided by the Bank now or in the future to the
Borrower, the undersigned hereby agrees as follows:

1. The undersigned hereby represents, warrants and covenants (which representation, warranty and covenant shall continue each day hereafter) as follows:
 - (a) that the Property and business of the Borrower is being operated in compliance with applicable environmental, health and safety laws and regulations and that there are no judicial or administrative proceedings in respect thereto; and
 - (b) that no hazardous substances are or have been stored, disposed of or otherwise used by the Borrower in violation of any applicable environmental law.
 - (c) that in the event the Property is found to have contamination or environmental damage that the undersigned will take all steps necessary including without limitation paying all related costs and expenses to ensure that the Property is rehabilitated and remediated to be in substantial compliance with applicable environmental laws and regulations
2. The undersigned will defend, indemnify and hold harmless the Bank, its officers, directors, employees, agents and shareholders, against all loss, costs, claims, damages and expenses (including legal, audit and inspection expenses) which may be suffered or incurred in connection with the breach of this environmental representation, warranty and covenant and against any environmental damage or issues with respect to the Property or by any contamination of or from any of Property whether occurring prior to the date of this indemnity or after the date of this indemnity.
3. This shall be binding on the heirs and successors of the undersigned.

Dated this 6 day of April, 2022.

1000108549 ONTARIO INC.



Name: Noorallah Nawrozada
Title: President and Secretary

I have the authority to bind the corporation.



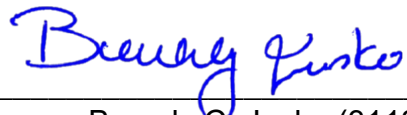
Name: Noorallah Nawrozada
~~Notar~~



Witness:

This is Exhibit "I" referred to in the

Affidavit of **BEN SCHU** sworn before
me, this 23rd day of February, 2024



Beverly C. Jusko (31122C)

A Commissioner for Taking Affidavits



This **Guarantee** is made as of the 6 day of April, 2022.

Whereas the undersigned (each hereinafter referred to as the "Guarantor") has agreed to provide The Toronto-Dominion Bank (hereinafter referred to as the "Bank") with a guarantee of the Obligations (as hereinafter defined) of
1000108549 Ontario Inc.

(the "Customer");

And whereas the Guarantor has agreed that if the guarantee herein is not enforceable, the Guarantor will indemnify the Bank or be liable as primary obligor.

NOW THEREFORE, in consideration of the Bank dealing with the Customer now or in the future and/or for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees with the Bank as follows:

1. Obligations Guaranteed

The Guarantor unconditionally and irrevocably guarantees payment of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred of the Customer to the Bank, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Customer, in any currency, whether incurred by the Customer alone or jointly with another or others and whether as a indemnitor or surety, including interest thereon and all amounts owed by the Customer for fees, costs and expenses (collectively referred to as the "Obligations").

2. Extent of Guarantor's Liability

This is an unlimited Guarantee and the Guarantor ' s liability to the Bank under this Guarantee shall not be limited as to amount.

3. Indemnity/Primary Obligation

If (i) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 for any reason, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Bank from and against all losses resulting from the failure of the Customer to pay such Obligations, and (ii) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 or the Bank is not indemnified under clause (i) above of this Section 3, for any reason, such Obligations will, as a separate and distinct obligation, be paid by and recoverable from the Guarantor as primary obligor.

The liabilities of the Guarantor under Section 1 and each of clauses (i) and (ii) of this Section 3 are separate and distinct from each other, but the provisions of this Agreement shall apply to each of such liabilities unless the context otherwise requires.

4. Nature of Guarantor's Liability

The liability of the Guarantor under this Guarantee is continuing, absolute and unconditional and will not be affected by any act, omission, event or circumstance that might constitute a legal or equitable defence (any and all such legal and equitable defences are hereby expressly waived by the Guarantor) to or a discharge, limitation or reduction of the liability of the Guarantor hereunder, other than as a result of the indefeasible payment in full of the Obligations, including:

- (a) the unenforceability of any of the Obligations for any reason, including as a result of the act of any governmental authority;

- (b) any irregularity, fraud, illegality, defect or lack of authority or formality in incurring the Obligations, notwithstanding any inquiry that may or may not have been made by the Bank;
- (c) failure of the Bank to comply with or perform any agreements relating to the Obligations;
- (d) any discontinuance, renewal, extension, increase or reduction in the amount, or any other variance of any loans or credits now or hereafter made available to the Customer by the Bank or guaranteed by the Customer to the Bank or any other change to any of the terms or conditions of any of the Obligations (including, without limitation, respecting rates of interest, fees or charges, maturity dates), or any waiver by the Bank respecting any of the Obligations;
- (e) the taking of or the failure by the Bank to take a guarantee from any other person;
- (f) any release, compromise, settlement or any other dealing with any person, including any other Guarantor;
- (g) the reorganization of the Customer or its business (whether by amalgamation, merger, transfer, sale or otherwise); and in the case of an amalgamation or merger, the liability of the Guarantor shall apply to the Obligations of the resulting or continuing entity and the term "Customer" shall include such resulting or continuing entity;
- (h) the current financial condition of the Customer and any change in the Customer's financial condition;
- (i) any change in control or ownership of the Customer, or if the Customer is a general or limited partnership, any change in the membership of that partnership or other entity;
- (j) any change in the name, articles or other constating documents of the Customer, or its objects, business or capital structure;
- (k) the bankruptcy, winding-up, dissolution, liquidation or insolvency of the Customer or any proceedings being taken by or against the Customer with respect thereto, and any stay of or moratorium on proceedings by the Bank against the Customer as a result thereof;
- (l) a breach of any duty of the Bank (whether fiduciary or in negligence or otherwise) and whether owed to the Guarantor, the Customer or any other person;
- (m) any lack or limitation of power, capacity or legal status of the Customer, or, if the Customer is an individual, the death of the Customer;
- (n) the Customer's account being closed or the Bank ceasing to deal with the Customer;
- (o) any taking or failure to take any security by the Bank, any loss of or diminution in value of any security, the invalidity, unenforceability, subordination, postponement, release, discharge or substitution, in whole or in part, of any security, or the failure to perfect or maintain perfection or enforce any security; or
- (p) any failure or delay by the Bank in exercising any right or remedy respecting the Obligations or under any security or guarantee.

5. Continuing Guarantee

The obligations of the Guarantor hereunder will constitute and be continuing obligations and will apply to and secure any ultimate balance due or remaining due to the Bank and will not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Bank. This Guarantee will continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the Bank as a result of the occurrence of any action or event, including the insolvency, bankruptcy or reorganization of the Customer or the Guarantor, all as though such payment had not been made.

6. Demand for Payment

The Guarantor shall make payment to the Bank under this Guarantee immediately upon receipt of a written demand for payment from the Bank. If any Obligation is not paid by the Customer when due, the Bank may treat all Obligations as due and payable by the Customer and may demand immediate payment under this Guarantee of all or some of the Obligations whether such other Obligations would otherwise be due and payable by the Customer at such time or whether or not any demands, steps or proceedings have been made or taken by the Bank against the Customer or any other person respecting all or any of the Obligations. If any stay of or moratorium on proceedings by the Bank against the Customer is imposed in respect of any Obligation, the Bank may nevertheless demand immediate payment of such Obligation from the Guarantor as if such Obligation was due and payable by the Customer.

7. Interest

If the Guarantor does not make immediate payment in full of the Obligations when demand for payment has been made by the Bank, the Guarantor shall pay interest on any unpaid amount to the Bank at the highest rate of interest per annum that is charged on any Obligations for which payment has been demanded hereunder and which remain unpaid.

8. State of Account

The records of the Bank in respect of the Obligations will be prima facie evidence of the balance of the amount of the Obligations that are due and payable by the Customer to the Bank.

9. Application of Moneys Received

The Bank may, without notice and demand of any kind and at any time, apply any money received from the Guarantor, the Customer or any other person (including arising from any security that the Bank may from time to time hold) or any balance in any account of the Guarantor held at the Bank or any of the Bank's affiliates, to such part of the Obligations, whether due or to become due, as the Bank in its sole and absolute discretion considers appropriate, or may, in its sole and absolute discretion, refrain from applying any such money. The Bank may also revoke and alter any such application in whole or in part. If any amount that is to be applied is in a currency other than the currency of the Obligation to which such amount is to be applied, then the amount that is applied shall be converted from one currency to another using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

10. No Set-off or Counterclaim

The Guarantor will make all payments required to be made under this Guarantee without claiming or asserting any right of setoff or counterclaim that the Guarantor has or may have against the Customer or the Bank, all of which rights the Guarantor waives.

11. Exhausting Recourse

The Bank is not required to take any proceedings, exhaust its recourse against the Customer or any other Guarantor or person or under any security the Bank may from time to time hold, or take any other action, before being entitled to demand payment from the Guarantor under this Guarantee, and the Guarantor waives all benefits of discussion and division.

12. No Representations

There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein. The Bank will not be bound by any representations or promises made by Customer to the Guarantor and possession of this Guarantee by the Bank will be conclusive evidence against the Guarantor that this Guarantee was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with, and this Guarantee will be binding on each Guarantor who has signed this Guarantee notwithstanding the non-execution thereof by any proposed guarantor.

13. Postponement and Assignment

The Guarantor hereby postpones payment of all present and future debts and liabilities of the Customer to the Guarantor, and as security for payment of the Obligations, the Guarantor hereby assigns such debts and liabilities to the Bank and agrees that all moneys received from the Customer by or on behalf of the Guarantor shall be held in trust for the Bank and forthwith upon receipt paid over to the Bank, all without prejudice to and without in any way limiting or lessening the liability of the Guarantor to the Bank under this Guarantee. This assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

14. Subrogation

The Guarantor will not be entitled to be subrogated to the rights of the Bank against the Customer, to be indemnified by the Customer or to claim contribution from any other Guarantor until the Guarantor makes indefeasible payment to the Bank of all amounts owing by the Guarantor to the Bank under this Guarantee and the Obligations are indefeasibly paid in full.

15. Bankruptcy of Customer

Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or Guarantor for the Obligations, the Bank's rights shall not be affected by the Bank's failure to prove its claim and the Bank may prove such claim if and in any manner as it deems appropriate in its sole discretion. The Bank may value as it sees fit or refrain from valuing any security held by the Bank without in any way releasing, reducing or otherwise affecting the liability of the Guarantor to the Bank, and until all the Obligations of the Customer to the Bank have been indefeasibly paid in full, the Bank shall have the right to include in its claim the amount of all sums paid by the Guarantor to the Bank under this Guarantee and to prove and rank for and receive dividends in respect of such claim, any and all right to prove and rank for such sums paid by the Guarantor and to receive the full amount of all dividends in respect thereto being hereby assigned and transferred to the Bank.

16. Costs and Expenses

The Guarantor agrees to pay all costs and expenses, including legal fees, of enforcing this Guarantee including the charges and expenses of the Bank's in-house lawyers. The Guarantor will pay all legal fees on a solicitor and own client basis.

17. Other Guarantees and Security

The liability of the Guarantor under any other guarantee or guarantees given to the Bank in connection with the Obligations shall not be affected by this Guarantee, nor shall this Guarantee affect or be affected by the endorsement by the Guarantor of any note or notes of the Customer, the intention being that the liability of the Guarantor under such other guarantee or guarantees and this Guarantee, and under such other note or notes and this Guarantee, shall be cumulative. Nor shall the Bank be required to marshal in favour of the Guarantor other guarantees granted by other persons or any security, money or other property that the Bank may be entitled to receive or may have a claim upon.

18. Amendment and Waivers

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Bank. No waiver by the Bank of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the Bank and, unless otherwise provided in the written waiver, will be limited to the specific breach waived. No delay in the exercise of any right or remedy by the Bank shall operate as a waiver thereof. No failure to exercise a right or remedy or partial exercise of a right or remedy by the Bank shall preclude other or further exercise thereof or the exercise of any other right or remedy by the Bank.

19. Discharge

The Guarantor will not be released or discharged from its obligations hereunder except by a written release or discharge signed by the Bank.

20. General

This Guarantee shall be binding on the successors of the Guarantor or, if the Guarantor is an individual, the heirs, executors, administrators and other legal representatives of the Guarantor, and shall enure to the benefit of the successors and assigns of the Bank.

If more than one Guarantor has signed this Guarantee, each Guarantor shall be jointly and severally liable under this Guarantee.

To the extent that any limitation period applies to any claim for payment hereunder of the Obligations or remedy for the enforcement of such payment, the Guarantor agrees that any such limitation period is excluded or waived, but if such exclusion and waiver is not permitted by applicable law, then any limitation period is extended to the maximum length permitted by applicable law.

Any notice or demand which the Bank may wish to give under this Guarantee may be personally served on the Guarantor or sent by ordinary mail or electronic mail to the last known address of the Guarantor. Any notice that is sent by ordinary mail shall be conclusively deemed to have been received on the fifth day following the day on which it is mailed. Any notice that is sent by electronic mail shall be conclusively deemed to have been received on the day it is sent.

If any provision of this Guarantee is determined by any court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Guarantee.

This Guarantee shall be governed by and construed in accordance with the laws of the Province of [Ontario] and the laws of Canada applicable therein.

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


Subject to Section 17, this Guarantee constitutes the entire agreement between the Guarantor and the Bank with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto.

Each of the undersigned acknowledges receipt of a copy of this Guarantee.

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor:  _____

Print name: Noorallah Nawrozada

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)



I HEREBY CERTIFY THAT:

1. _____,
 the guarantor in the guarantee dated _____
 made between _____
 and The Toronto-Dominion Bank, which this certificate is attached to or noted on, appeared in person before me and acknowledged that
 he/she had executed the guarantee.

2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by _____
 Barrister and Solicitor at the _____ of _____,
 in the Province of Alberta, this _____ day of _____, 20_____.

Signature

STATEMENT OF GUARANTOR

I am the person named in this certificate.

Signature of Guarantor



ACKNOWLEDGMENT OF GUARANTEE
(Section 31)

CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

- 1. _____ of _____ in the province of _____, the guarantor in the guarantee dated _____ made between The Toronto-Dominion Bank and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;
- 2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it;
- 3. I have not prepared any documents on behalf of the creditor, The Toronto-Dominion Bank, relating to the transaction and I am not otherwise interested in the transaction;
- 4. I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at _____ this _____ day of _____, 20____, under my hand and seal of office.

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

A LAWYER OR A NOTARY PUBLIC IN
AND FOR _____

STATEMENT OF GUARANTOR

I am the person named in this certificate.

Signature of Guarantor



TD Canada Trust
Postponement and Assignment of
Creditors Claim and Postponement of Security

THIS AGREEMENT made this 6th day of April, 2022.
(day) (month) (year)

BETWEEN:

2846256 Ontario Inc.

(hereinafter called the Creditor)

1000108549 Ontario Inc.

(hereinafter called the Company)

AND

The Toronto-Dominion Bank

(hereinafter called the Bank)

WHEREAS the Company is or may hereafter become indebted to the Bank.

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Company in carrying on its business and the Company is or may hereafter become indebted to the Creditor.

NOW THEREFORE in consideration of the Bank continuing to deal with the Company and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Creditor and the Company hereby agree as follows:

1. *Definitions.* In this Agreement, the following terms have the following meanings:

"Bank Indebtedness" means all obligations of the Company to the Bank, including all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Bank and the Company or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Company, and in any currency, whether incurred by the Company alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Company under this Agreement for fees, costs and expenses.

"Bank Security" means all present and future security which the Bank has taken or may hereafter take in support of the Bank Indebtedness.

"Creditor Indebtedness" means all obligations of the Company to the Creditor, including all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Creditor and the Company or from other dealings or proceedings by which the Creditor may be or become in any manner whatsoever a creditor of the Company, and in any currency, whether incurred by the Company alone or jointly with another or others and whether as a principal or surety, including all interest thereon.

"Creditor Security" means all present and future security which the Creditor has taken or may take in support of the Creditor Indebtedness.

2. *Postponement of Creditor Indebtedness.* The Creditor hereby postpones the repayment of the Creditor Indebtedness, in full, to the prior repayment of the Bank Indebtedness. The Company and the Creditor hereby agree with the Bank that:

- (a) the Company will not repay the Creditor Indebtedness;
- (b) the Creditor will not take any action to accelerate the maturity of the Creditor Indebtedness or exercise any remedies or take any action or proceeding to enforce the Creditor Indebtedness or the Creditor Security;
- (c) the Creditor will not file, or join with any other creditors of the Company in filing, any petition commencing any bankruptcy, insolvency, reorganization, arrangement or receivership proceeding or any assignment for the benefit of creditors against or in respect of the Company or any other marshalling of the assets and liabilities of the Company;

(d) the Creditor will not accept any payment, whether principal, interest or otherwise on account of the Creditor Indebtedness and no satisfaction, consideration or security will be given to or accepted by the Creditor for any Creditor Indebtedness;

in each case, unless the prior written consent of the Bank has been obtained (which consent may be granted or withheld by the Bank in its sole and absolute discretion) or until such time as the Bank Indebtedness has been indefeasibly paid in full. Any payment on, or other consideration for, the Creditor Indebtedness that is received by the Creditor in violation of this Agreement will be held by the Creditor in trust for the benefit of, and shall forthwith be paid over to, the Bank. In no event shall the payment or distribution received by the Creditor be commingled with the other assets of the Creditor.

3. Postponement of Creditor Security. The Creditor hereby postpones and subordinates the Creditor Security in all respects to and in favour of the Bank Security, and acknowledges that the Bank Security ranks and will continue to rank in priority to the Creditor Security in respect of all of the property and assets of the Company covered by the Bank Security. The subordinations and postponements contained herein shall apply in all events and circumstances regardless of:

- (a) the date of execution, attachment, registration, perfection or re-perfection of any of the Bank Security or Creditor Security; or
- (b) the date of any advance or advances made to the Company by the Bank or the Creditor; or
- (c) the date of default by the Company under any of the Bank Security or the Creditor Security or the dates of crystallization of any floating charges held by the Bank or the Creditor; or
- (d) any priority granted by any principle of law or any statute, including the Bank Act (Canada), or any personal property security or like statute.

Any insurance proceeds received by the Company, the Bank or the Creditor in respect of the assets of the Company charged by the Bank Security or the Creditor Security, shall be dealt with according to the preceding provisions hereof as though such insurance proceeds were paid or payable as proceeds of realization of the collateral for which they compensate, and all insurance proceeds received by the Company shall be held in trust by it for the benefit of the Bank and the Creditor, as the case may be, in accordance with the provisions hereof.

4. Assignment. The Creditor hereby assigns and transfers to the Bank by way of security for the Bank Indebtedness all Creditor Indebtedness.

5. Acknowledgement and Agreement of the Company and the Creditor. The Company hereby confirms to and agrees with the Bank and the Creditor that so long as the Company remains indebted to the Bank and the Creditor, it will stand possessed of its assets so charged for the Bank and the Creditor in accordance with their respective interests and priorities as herein set forth. The Creditor and the Company hereby confirm and agree that the terms of this Agreement will prevail over the terms of any other agreement between the Creditor and the Company regarding the Creditor Indebtedness until such time as the Bank Indebtedness has been indefeasibly paid in full.

6. Restriction on Transfer and Amendments. The Creditor will not, without the prior written consent of the Bank, sell, assign or otherwise transfer or dispose of, in whole or in part, voluntarily, involuntarily or by operation of law, all or any part of the Creditor Indebtedness or any interest therein to any other person or create, incur or suffer to exist any security interest, lien, charge or other encumbrance whatsoever upon all or any part of the Creditor Indebtedness in favour of any other person. In addition to the foregoing, the Creditor will not, without the prior written consent of the Bank, amend, modify, extend, accelerate, waive or otherwise change the terms of the Creditor Indebtedness or any part thereof or any Creditor Security held therefor.

7. Acknowledgement of No Set-Off. The Company and the Creditor acknowledge that the Creditor Indebtedness is not the subject of nor will it hereafter without the consent of the Bank be made the subject of any set-off or counter-claim by the Company.

8. Bank Not Bound to Collect Creditor Indebtedness. The Creditor shall duly and promptly take such action as the Bank may reasonably request in its sole discretion to collect amounts in respect of the Creditor Indebtedness and to file appropriate claims, proofs of claim or other instruments of similar character in respect of the Creditor Indebtedness until such time as the Bank Indebtedness has been indefeasibly paid in full. The Bank shall be authorized (in its own name or in the name of the Creditor), but shall have no obligation to, demand payment of the Creditor Indebtedness or any part thereof or take any proceeding to collect any Creditor Indebtedness or to enforce any Creditor Security in respect thereof.

9. Bankruptcy of Company. In the event of the bankruptcy or winding up of the Company or any distribution of the assets or any of the assets of the Company or proceeds thereof among its creditors in any manner whatsoever, the Bank may prove in respect of the Creditor Indebtedness as a debt owing to it by the Company and the Bank shall be entitled to collect and receive any and all payments or distributions payable in respect thereof, such payments or distributions to be applied on such part or parts of the Bank Indebtedness as the Bank shall see fit until the whole of the Bank Indebtedness has been indefeasibly paid in full and thereafter the Creditor shall be entitled to such payments or distributions.

10. Further Assurances. The Company and the Creditor will, from time to time forthwith and at all times after the date of this Agreement, without further consideration, do such further acts and deliver such further instruments and documents, and take such further action, as the Bank may reasonably request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted, or intended to be granted, by, this Agreement.

11. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the executors, administrators, successors and assigns of the respective parties hereto.

12. **Acknowledgement.** The Creditor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.

13. **Language Preference.** This Agreement has been drawn up in the English language at the request of all parties. (Cet acte a été rédigé en langue anglaise á la demande de toutes les parties.)

SIGNED, SEALED AND DELIVERED

2846256 ONTARIO INC.

Per:



~~Creditor~~ Name:

Title:

I have the authority to bind the corporation.

1000108549 ONTARIO INC.

Per:

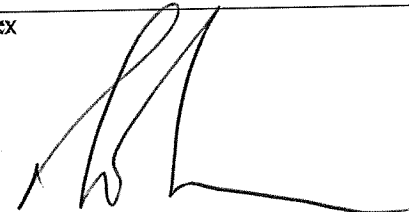


~~Creditor~~ Name: Noorallah Nawrozada

Title: President and Secretary

I have the authority to bind the corporation.

~~Creditor Name:~~



The Toronto-Dominion Bank **Jules Samaye**

Per:

**Commercial Operations Lead
Commercial Real Estate**

Name:

I/We Have the Authority to

Title:

Bind The Corporation

I have the authority to bind the Bank.

Witness: 



TD Canada Trust
Postponement and Assignment of
Creditors Claim and Postponement of Security

THIS AGREEMENT made this 6 day of April, 2022.

BETWEEN:

2492029 Ontario Inc.

(hereinafter called the Creditor)

1000108549 Ontario Inc.

(hereinafter called the Company)

AND

The Toronto-Dominion Bank

(hereinafter called the Bank)

WHEREAS the Company is or may hereafter become indebted to the Bank.

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Company in carrying on its business and the Company is or may hereafter become indebted to the Creditor.

NOW THEREFORE in consideration of the Bank continuing to deal with the Company and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Creditor and the Company hereby agree as follows:

1. **Definitions.** In this Agreement, the following terms have the following meanings:

"Bank Indebtedness" means all obligations of the Company to the Bank, including all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Bank and the Company or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Company, and in any currency, whether incurred by the Company alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Company under this Agreement for fees, costs and expenses.

"Bank Security" means all present and future security which the Bank has taken or may hereafter take in support of the Bank Indebtedness.

"Creditor Indebtedness" means all obligations of the Company to the Creditor, including all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Creditor and the Company or from other dealings or proceedings by which the Creditor may be or become in any manner whatsoever a creditor of the Company, and in any currency, whether incurred by the Company alone or jointly with another or others and whether as a principal or surety, including all interest thereon.

"Creditor Security" means all present and future security which the Creditor has taken or may take in support of the Creditor Indebtedness.

2. **Postponement of Creditor Indebtedness.** The Creditor hereby postpones the repayment of the Creditor Indebtedness, in full, to the prior repayment of the Bank Indebtedness. The Company and the Creditor hereby agree with the Bank that:

- (a) the Company will not repay the Creditor Indebtedness;
- (b) the Creditor will not take any action to accelerate the maturity of the Creditor Indebtedness or exercise any remedies or take any action or proceeding to enforce the Creditor Indebtedness or the Creditor Security;
- (c) the Creditor will not file, or join with any other creditors of the Company in filing, any petition commencing any bankruptcy, insolvency, reorganization, arrangement or receivership proceeding or any assignment for the benefit of creditors against or in respect of the Company or any other marshalling of the assets and liabilities of the Company;

(d) the Creditor will not accept any payment, whether principal, interest or otherwise on account of the Creditor Indebtedness and no satisfaction, consideration or security will be given to or accepted by the Creditor for any Creditor Indebtedness;

in each case, unless the prior written consent of the Bank has been obtained (which consent may be granted or withheld by the Bank in its sole and absolute discretion) or until such time as the Bank Indebtedness has been indefeasibly paid in full. Any payment on, or other consideration for, the Creditor Indebtedness that is received by the Creditor in violation of this Agreement will be held by the Creditor in trust for the benefit of, and shall forthwith be paid over to, the Bank. In no event shall the payment or distribution received by the Creditor be commingled with the other assets of the Creditor.

3. Postponement of Creditor Security. The Creditor hereby postpones and subordinates the Creditor Security in all respects to and in favour of the Bank Security, and acknowledges that the Bank Security ranks and will continue to rank in priority to the Creditor Security in respect of all of the property and assets of the Company covered by the Bank Security. The subordinations and postponements contained herein shall apply in all events and circumstances regardless of:

- (a) the date of execution, attachment, registration, perfection or re-perfection of any of the Bank Security or Creditor Security; or
- (b) the date of any advance or advances made to the Company by the Bank or the Creditor; or
- (c) the date of default by the Company under any of the Bank Security or the Creditor Security or the dates of crystallization of any floating charges held by the Bank or the Creditor; or
- (d) any priority granted by any principle of law or any statute, including the Bank Act (Canada), or any personal property security or like statute.

Any insurance proceeds received by the Company, the Bank or the Creditor in respect of the assets of the Company charged by the Bank Security or the Creditor Security, shall be dealt with according to the preceding provisions hereof as though such insurance proceeds were paid or payable as proceeds of realization of the collateral for which they compensate, and all insurance proceeds received by the Company shall be held in trust by it for the benefit of the Bank and the Creditor, as the case may be, in accordance with the provisions hereof.

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6. Restriction on Transfer and Amendments. The Creditor will not, without the prior written consent of the Bank, sell, assign or otherwise transfer or dispose of, in whole or in part, voluntarily, involuntarily or by operation of law, all or any part of the Creditor Indebtedness or any interest therein to any other person or create, incur or suffer to exist any security interest, lien, charge or other encumbrance whatsoever upon all or any part of the Creditor Indebtedness in favour of any other person. In addition to the foregoing, the Creditor will not, without the prior written consent of the Bank, amend, modify, extend, accelerate, waive or otherwise change the terms of the Creditor Indebtedness or any part thereof or any Creditor Security held therefor.

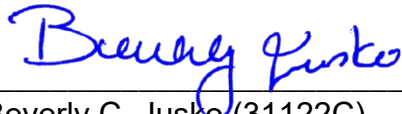
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10. Further Assurances. The Company and the Creditor will, from time to time forthwith and at all times after the date of this Agreement, without further consideration, do such further acts and deliver such further instruments and documents, and take such further action, as the Bank may reasonably request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted, or intended to be granted, by, this Agreement.

This is Exhibit "J" referred to in the
Affidavit of **BEN SCHU** sworn before
me, this 23rd day of February, 2024



Beverly C. Jusko (31122C)

A Commissioner for Taking Affidavits

Alexandra Beno

From: Zia, Siddique B <SIDDIQUE.ZIA@td.com>
Sent: January 24, 2024 10:07 AM
To: Schu, Ben (he/him/his)
Cc: Huang, Hongbin
Subject: RE: FRG Transfer [I]

Hi Ben

Unfortunately borrower did not call me. I sent him a text this morning as well. I will update you on this by tomorrow.

Thank you

Siddique Zia | Relationship Manager | **TD Commercial Banking**
TD Commercial Banking | 305 Milner Avenue, Suite 702, Scarborough ON M1B 3V4 | E: siddique.zia@td.com
T: (416) 291-8611 | F: (416) 291-8373
Juanita Chui | Client Services Officer | T: 416.291.8737 | E: Juanita.Chui@td.com
Sophia Abrahams | Cash Management Services Officer | T: 416.291.1940 | E: sophia.abrahams@td.com
Customer Service Center | Support Team | T: 855.499.6252 | E: tdcaogta@td.com

Internal

From: Schu, Ben (he/him/his) <Ben.Schu@td.com>
Sent: Wednesday, January 24, 2024 9:58 AM
To: Zia, Siddique B <SIDDIQUE.ZIA@td.com>
Subject: RE: FRG Transfer [I]

Classification: Internal

Good morning Siddique,

Did you have a chance to talk with Noor yesterday ? Can you share the updates.

Also, looking forward to your Teams Call Invite with you, him, and myself for the introduction call.

Thank you.
Regards,

Ben Schu, MBA | Account Manager | TD Business Banking | ben.schu@td.com | Tel: 416-785-7003

Internal

Internal

From: Zia, Siddique B <SIDDIQUE.ZIA@td.com>
Sent: Tuesday, January 23, 2024 9:39 AM
To: Schu, Ben (he/him/his) <Ben.Schu@td.com>
Cc: Woodward, Aiden J (he/him/his) <Aiden.Woodward@td.com>; Huang, Hongbin <Hongbin.Huang@td.com>; Chui, Juanita B <Juanita.Chui@td.com>; Abrahams, Sophia N <Sophia.Abrahams@td.com>; Galluzzo, Vince <Vincent.Galluzzo@td.com>
Subject: RE: FRG Transfer email [I]

Hi Ben

Good morning. PFA the updated transfer letter.

Also to inform you that I was able to connect with Noor as he responded my email and confirmed to have a call today afternoon. I will try to book a time for intro meeting with him. Keep you posted,

Thank you

Siddique Zia | Relationship Manager | **TD Commercial Banking**
TD Commercial Banking | 305 Milner Avenue, Suite 702, Scarborough ON M1B 3V4 | E: siddique.zia@td.com
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Customer Service Center | Support Team | T: 855.499.6252 | E: tdcaogta@td.com

Internal

From: Schu, Ben (he/him/his) <Ben.Schu@td.com>
Sent: Monday, January 22, 2024 8:38 AM
To: Zia, Siddique B <SIDDIQUE.ZIA@td.com>
Cc: Woodward, Aiden J (he/him/his) <Aiden.Woodward@td.com>; Huang, Hongbin <Hongbin.Huang@td.com>; Chui, Juanita B <Juanita.Chui@td.com>; Abrahams, Sophia N <Sophia.Abrahams@td.com>; Galluzzo, Vince <Vincent.Galluzzo@td.com>
Subject: FRG Transfer email [I]

Classification: Internal

Hi Siddique,
Thank you. Please check the applicable boxes on Page 5, and resend when ready.

Regards,

Ben Schu, MBA | Account Manager | TD Business Banking | ben.schu@td.com | Tel: 416-785-7003

Internal

Internal

From: Zia, Siddique B <SIDDIQUE.ZIA@td.com>

Sent: Friday, January 19, 2024 5:58 PM

To: Schu, Ben (he/him/his) <Ben.Schu@td.com>; Woodward, Aiden J (he/him/his) <Aiden.Woodward@td.com>; Huang, Hongbin <Hongbin.Huang@td.com>; Chui, Juanita B <Juanita.Chui@td.com>; Abrahams, Sophia N <Sophia.Abrahams@td.com>

Cc: Galluzzo, Vince <Vincent.Galluzzo@td.com>

Subject: RE: FRG Transfer email [I]

Hi Ben

Here is the transfer letter. Sorry I missed the meeting due to a set appointment

Thank you

Siddique Zia | Relationship Manager | **TD Commercial Banking**

TD Commercial Banking | 305 Milner Avenue, Suite 702, Scarborough ON M1B 3V4 | E: siddique.zia@td.com
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Customer Service Center | Support Team | T: 855.499.6252 | E: tdcaogta@td.com

Internal

From: Schu, Ben (he/him/his) <Ben.Schu@td.com>

Sent: Friday, January 19, 2024 3:57 PM

To: Woodward, Aiden J (he/him/his) <Aiden.Woodward@td.com>; Huang, Hongbin <Hongbin.Huang@td.com>; Chui, Juanita B <Juanita.Chui@td.com>; Abrahams, Sophia N <Sophia.Abrahams@td.com>

Cc: Zia, Siddique B <SIDDIQUE.ZIA@td.com>; Galluzzo, Vince <Vincent.Galluzzo@td.com>

Subject: FRG Transfer email [I]

Classification: Internal

Team,

Please let us know if the Transfer Letter is being completed, and signed back shortly.

[@Woodward, Aiden J \(he/him/his\)](#), thank you for the review documents.

Thank you all.

Ben Schu, MBA | Account Manager | TD Business Banking | ben.schu@td.com | Tel: 416-785-7003

Internal

From: Schu, Ben (he/him/his)
Sent: Friday, January 19, 2024 1:56 PM
To: Khan, Ovais <Ovais.Khan@td.com>
Cc: Woodward, Aiden J (he/him/his) <Aiden.Woodward@td.com>; Zia, Siddique B <SIDDIQUE.ZIA@td.com>; Huang, Hongbin <Hongbin.Huang@td.com>; Hanke, Peter W <peter.hanke@td.com>
Subject: RE: FRG Transfer email [I]

Classification: Internal

Hi Ovais,

Please see the email with Transfer Letter, and documents called for, sent from our colleague Vince attached above.
Thanks.

Hi Siddique,

We had our first conference call today with Ovais and Aiden, but would like to touch base with you,
To get further insights of the borrower and principal.

Would you be available: 1:15 p.m. – 2:00 p.m., Monday, January 22 ?

(if not, please let me know other time slots that work for you). I will send us a meeting invite thereafter.

Thank you all.

Ben Schu, MBA | Account Manager | TD Business Banking | ben.schu@td.com | Tel: 416-785-7003

Internal

From: Khan, Ovais <Ovais.Khan@td.com>
Sent: Friday, January 19, 2024 1:35 PM
To: Schu, Ben (he/him/his) <Ben.Schu@td.com>
Cc: Woodward, Aiden J (he/him/his) <Aiden.Woodward@td.com>
Subject: FRG Transfer email

Hi Ben,

Can you please flip us the FRG transfer email for 100010849 Ontario Inc? I don't think I was cc'd on it.

Thanks,

Ovais Khan | Senior Manager, Commercial Credit | TD Commercial Banking
GTA East CBC - 305 Milner Avenue, Suite 702, Scarborough, ON M1B 3V4
P: 416-291-8284 | F: 416-291-8373 | E: ovais.khan@td.com

Internal

From: [Zia, Siddique B](#)
To: [Schu, Ben \(he/him/his\)](#)
Cc: [Huang, Hongbin](#)
Subject: RE: FRG Transfer [I]
Date: January 25, 2024 10:11:20 AM

Good morning Ben

No Luck. I will an email again and copy you.

Thank you

Siddique Zia | Relationship Manager | **TD Commercial Banking**
TD Commercial Banking | 305 Milner Avenue, Suite 702, Scarborough ON M1B 3V4 | E:
siddique.zia@td.com
T: (416) 291-8611 | F: (416) 291-8373
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sophia.abrahams@td.com
Customer Service Center | Support Team | T: 855.499.6252 | E: tdcaogta@td.com

Internal

From: Schu, Ben (he/him/his) <Ben.Schu@td.com>
Sent: Thursday, January 25, 2024 10:10 AM
To: Zia, Siddique B <SIDDIQUE.ZIA@td.com>
Cc: Huang, Hongbin <Hongbin.Huang@td.com>
Subject: RE: FRG Transfer [I]

Classification: Internal

Good morning Siddique,

Any updates ?

Thank you.

Ben Schu, MBA | Account Manager | TD Business Banking | ben.schu@td.com | Tel: 416-785-7003

Internal

From: Zia, Siddique B <SIDDIQUE.ZIA@td.com>
Sent: Wednesday, January 24, 2024 10:43 AM
To: Schu, Ben (he/him/his) <Ben.Schu@td.com>
Cc: Huang, Hongbin <Hongbin.Huang@td.com>
Subject: RE: FRG Transfer [I]

We will try!

Thank you

Siddique Zia | Relationship Manager | **TD Commercial Banking**
TD Commercial Banking | 305 Milner Avenue, Suite 702, Scarborough ON M1B 3V4 | E:
siddique.zia@td.com
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Internal

From: Schu, Ben (he/him/his) <Ben.Schu@td.com>
Sent: Wednesday, January 24, 2024 10:27 AM
To: Zia, Siddique B <SIDDIQUE.ZIA@td.com>
Cc: Huang, Hongbin <Hongbin.Huang@td.com>
Subject: RE: FRG Transfer [I]

Classification: Internal

Thank you, Siddique.

This is concerning, especially given the excess situation & shut down of the gas station.

Kindly follow up urgently today with all communication channels available, and update me by tomorrow morning.

Regards,

Ben Schu, MBA | Account Manager | TD Business Banking | ben.schu@td.com | Tel: 416-785-7003

Internal

Internal

From: Zia, Siddique B <SIDDIQUE.ZIA@td.com>
Sent: Wednesday, January 24, 2024 10:07 AM
To: Schu, Ben (he/him/his) <Ben.Schu@td.com>
Cc: Huang, Hongbin <Hongbin.Huang@td.com>
Subject: RE: FRG Transfer [I]

Hi Ben

Unfortunately borrower did not call me. I sent him a text this morning as well. I will update you on this by tomorrow.

Thank you

Siddique Zia | Relationship Manager | **TD Commercial Banking**
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Internal

From: Schu, Ben (he/him/his) <Ben.Schu@td.com>
Sent: Wednesday, January 24, 2024 9:58 AM
To: Zia, Siddique B <SIDDIQUE.ZIA@td.com>
Subject: RE: FRG Transfer [I]

Classification: Internal

Good morning Siddique,

Did you have a chance to talk with Noor yesterday ? Can you share the updates.

Also, looking forward to your Teams Call Invite with you, him, and myself for the introduction call.

Thank you.
Regards,

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Internal

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Subject: RE: FRG Transfer email [I]

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Also to inform you that I was able to connect with Noor as he responded my email and confirmed to have a call today afternoon. I will try to book a time for intro meeting with him. Keep you posted,

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sophia.abrahams@td.com

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Internal

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Sent: Monday, January 22, 2024 8:38 AM

To: Zia, Siddique B <SIDDIQUE.ZIA@td.com>

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Subject: FRG Transfer email [I]

Classification: Internal

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Thank you. Please check the applicable boxes on Page 5, and resend when ready.

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Ben Schu, MBA | Account Manager | TD Business Banking | ben.schu@td.com | Tel: 416-785-7003

Internal

Internal

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Sent: Friday, January 19, 2024 5:58 PM

To: Schu, Ben (he/him/his) <Ben.Schu@td.com>; Woodward, Aiden J (he/him/his) <Aiden.Woodward@td.com>; Huang, Hongbin <Hongbin.Huang@td.com>; Chui, Juanita B <Juanita.Chui@td.com>; Abrahams, Sophia N <Sophia.Abrahams@td.com>

Cc: Galluzzo, Vince <Vincent.Galluzzo@td.com>

Subject: RE: FRG Transfer email [I]

Hi Ben

Here is the transfer letter. Sorry I missed the meeting due to a set appointment

Thank you

Siddique Zia | Relationship Manager | **TD Commercial Banking**

TD Commercial Banking | 305 Milner Avenue, Suite 702, Scarborough ON M1B 3V4 | E: siddique.zia@td.com

T: (416) 291-8611 | F: (416) 291-8373

Juanita Chui | Client Services Officer | T: 416.291.8737 | E: Juanita.Chui@td.com

Sophia Abrahams | Cash Management Services Officer | T: 416.291.1940 | E: sophia.abrahams@td.com

Customer Service Center | Support Team | T: 855.499.6252 | E: tdcaogta@td.com

Internal

From: Schu, Ben (he/him/his) <Ben.Schu@td.com>
Sent: Friday, January 19, 2024 3:57 PM
To: Woodward, Aiden J (he/him/his) <Aiden.Woodward@td.com>; Huang, Hongbin <Hongbin.Huang@td.com>; Chui, Juanita B <Juanita.Chui@td.com>; Abrahams, Sophia N <Sophia.Abrahams@td.com>
Cc: Zia, Siddique B <SIDDIQUE.ZIA@td.com>; Galluzzo, Vince <Vincent.Galluzzo@td.com>
Subject: FRG Transfer email [I]

Classification: Internal

Team,

Please let us know if the Transfer Letter is being completed, and signed back shortly.

[@Woodward, Aiden J \(he/him/his\)](mailto:Aiden.Woodward@td.com), thank you for the review documents.

Thank you all.

Ben Schu, MBA | Account Manager | TD Business Banking | ben.schu@td.com | Tel: 416-785-7003

Internal

From: Schu, Ben (he/him/his)
Sent: Friday, January 19, 2024 1:56 PM
To: Khan, Ovais <Ovais.Khan@td.com>
Cc: Woodward, Aiden J (he/him/his) <Aiden.Woodward@td.com>; Zia, Siddique B <SIDDIQUE.ZIA@td.com>; Huang, Hongbin <Hongbin.Huang@td.com>; Hanke, Peter W <peter.hanke@td.com>
Subject: RE: FRG Transfer email [I]

Classification: Internal

Hi Ovais,

Please see the email with Transfer Letter, and documents called for, sent from our colleague Vince attached above.

Thanks.

Hi Siddique,

We had our first conference call today with Ovais and Aiden, but would like to touch base with you, To get further insights of the borrower and principal.

Would you be available: 1:15 p.m. – 2:00 p.m., Monday, January 22 ?

(if not, please let me know other time slots that work for you). I will send us a meeting invite thereafter.

Thank you all.

Ben Schu, MBA | Account Manager | TD Business Banking | ben.schu@td.com | Tel: 416-785-7003

Internal

From: Khan, Ovais <Ovais.Khan@td.com>
Sent: Friday, January 19, 2024 1:35 PM
To: Schu, Ben (he/him/his) <Ben.Schu@td.com>
Cc: Woodward, Aiden J (he/him/his) <Aiden.Woodward@td.com>
Subject: FRG Transfer email

Hi Ben,

Can you please flip us the FRG transfer email for 100010849 Ontario Inc? I don't think I was cc'd on it.

Thanks,

Ovais Khan | Senior Manager, Commercial Credit | TD Commercial Banking
GTA East CBC - 305 Milner Avenue, Suite 702, Scarborough, ON M1B 3V4
P: 416-291-8284 | F: 416-291-8373 | E: ovais.khan@td.com

Internal

Alexandra Beno

From: Zia, Siddique B <SIDDIQUE.ZIA@td.com>
Sent: January 25, 2024 10:18 AM
To: noor_qu@outlook.com
Cc: Huang, Hongbin; Schu, Ben (he/him/his)
Subject: Looking for a date/time for a call/ Meeting

Importance: High

Hi Noor

Good morning. I hope that your gas station is up and running now and you have completed electrical works.

I have been trying to call you since last week, however my calls directly go to voice mail which is not set up. I also emailed you for a call back, and you confirmed you would call me on 23rd afternoon. We did not receive your call. Please confirm a date and time by responding this email so that I can set up a meeting/call with you regarding account management going forward.

Thank you for your cooperations.

Regards.

Siddique Zia | Relationship Manager | **TD Commercial Banking**

TD Commercial Banking | 305 Milner Avenue, Suite 702, Scarborough ON M1B 3V4 | E: siddique.zia@td.com

T: (416) 291-8611 | F: (416) 291-8373

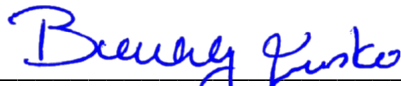
Juanita Chui | Client Services Officer | T: 416.291.8737 | E: Juanita.Chui@td.com

Sophia Abrahams | Cash Management Services Officer | T: 416.291.1940 | E: sophia.abrahams@td.com

Customer Service Center | Support Team | T: 855.499.6252 | E: tdcaogta@td.com

Internal

This is Exhibit "K" referred to in the
Affidavit of **BEN SCHU** sworn before
me, this 23rd day of February, 2024



Beverly C. Jusko (31122C)

A Commissioner for Taking Affidavits

From: Foster, Erica (she/her/hers) <ERICA.FOSTER@td.com>
Sent: Thursday, February 1, 2024 10:23 AM
To: Schu, Ben (he/him/his) <Ben.Schu@td.com>
Cc: Hanke, Peter W <peter.hanke@td.com>
Subject: RE: 219 Rorke Avenue & 456 Albert Street, Haileybury, Ontario [I]

The gas pumps aren't working. Employee said they were empty.

Subway is temporarily closed, employee said they didn't get shipments

Country style is closed at 2 every day says their sign so I didn't get the chance to see it open.

Gas station (chocolate bars, chips, ect) is still open.

Hopefully this helps.

Erica Foster | Branch Manager | **TD Canada Trust**
Transit #0768 | 182-883303 Hwy 65 East, New Liskeard, Ontario P0J 1P0
Tel. : 705 647 6749 | Fax : 705 647 3104
Pronouns: she/her/hers

Internal

From: Schu, Ben (he/him/his) <Ben.Schu@td.com>
Sent: Tuesday, January 30, 2024 3:36 PM
To: Foster, Erica (she/her/hers) <ERICA.FOSTER@td.com>
Cc: Hanke, Peter W <peter.hanke@td.com>
Subject: 219 Rorke Avenue & 456 Albert Street, Haileybury, Ontario [I]

Classification: Internal

Hi Erica,
It was a pleasure talking with you just now.

TD bank currently finances the subject property/Esso Gas Station. We need to obtain an immediate idea of how the Property, and/or its operations are like.

As discussed, can you (or your colleague) please pass by this Esso Gas Station (from Google map, about 14 mins drive from where you are) (which has a Country Style and Subway/Convenience Store attached), to see if the gas station / pumps, Subway, Country Style Coffee are in full operation, and what the conditions of the property/operations are.

(if it is possible to quietly take some pictures, to share with us, it will be very helpful).

Thank you very much.
Regards,

Ben



country style

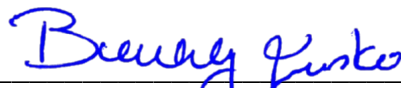
SUBWAY

U

OPEN



This is Exhibit "L" referred to in the
Affidavit of **BEN SCHU** sworn before
me, this 23rd day of February, 2024



Beverly C. Jusko (31122C)

A Commissioner for Taking Affidavits

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1)) of the Bankruptcy and Insolvency Act

TO: 1000108549 ONTARIO INC., AN INSOLVENT PERSON

TAKE NOTICE THAT:

1. The Toronto-Dominion Bank, a secured creditor intends to enforce its security on the property of the insolvent person described below:

(a) premises described as PCL 12613 SEC SST; LT 95-99 PL M48NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; municipally known as 219 Rorke Avenue, Haileybury, Ontario P0H 1K0;

premises described as PCL 23350 SEC SST; PT LT 188 PL M48NB; PT LT 189 PL M48NB BUCKE; PT LT 190 PL M48NB BUCKE PT 1 54R3008; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; municipally known as 456 Albert Street, Haileybury, Ontario P0J 1K0;

(b) intangibles, proceeds, books and records, equipment, inventory, accounts receivable, real estate, and other property;

(c) leases, benefits, and rents due from the premises referred to in (a) above; and

(d) the sum of \$50,000.00 being held in a term deposit at TD bank branch located at 1900 Ellesmere Rd and Bellamy Rd North, Toronto

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

(a) A mortgage registered on the 26th day of August, 2022 as Instrument No. DT83808;

(b) A General Security Agreement dated the 6th day of April, 2022;

(c) An Assignment of Rents and Leases registered on the 26th day of August, 2022 as Instrument No. DT83809; and

(d) An Assignment of Term Deposit and Credit Balances dated the 6th day of April, 2022.

3. The total amount of the indebtedness secured by the security is **\$4,190,705.06** together with interest to the date of payment.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice unless the insolvent person consents to an earlier enforcement.

Dated at Toronto this 1st day of February, 2024.

THE TORONTO-DOMINION BANK
by its solicitors
Kestenberg Litigation LLP

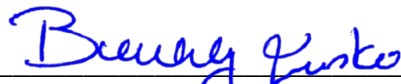
Michael R. Kestenberg

Michael R. Kestenberg

Kestenberg Litigation LLP
2300 Yonge Street
Suite 1600
Toronto, ON M4P 1E4
Tel: 416-716-7820
michael@kestenberglitigation.com

"This Notice is given pursuant to the provisions of the **Bankruptcy and Insolvency Act** in the event that the provisions of that Act applies herein. The giving of this notice is not to be construed as an admission that the **Bankruptcy and Insolvency Act** is applicable in this case.

This is Exhibit "M" referred to in the
Affidavit of **BEN SCHU** sworn before
me, this 23rd day of February, 2024



Beverly C. Jusko (31122C)

A Commissioner for Taking Affidavits



Kestenberg Litigation LLP
2300 Yonge St., Suite 1600
Toronto, ON M4P 1E4
www.kestenberglitigation.com
416-549-8077

REGISTERED AND REGULAR MAIL

February 1, 2024

1000108549 Ontario Inc.
219 Rorke Avenue
Haileybury, ON P0H 1K0

1000108549 Ontario Inc.
456 Albert Street
Haileybury, ON P0J 1K0

1000108549 Ontario Inc.
7263 Second Line West
Mississauga, ON L5W 1M7

Dear Sir:

Re: TD Bank v 1000108549 Ontario Inc.

Please be advised that we have been retained to act on behalf of the Toronto-Dominion Bank with respect to the above-noted matter.

Pursuant to Security Agreement, please take notice that you are currently indebted to the Toronto-Dominion Bank as of January 31st, 2024 together with interest to the date of payment as follows:

Operating Loan – 1790-5274098

Outstanding Balance	\$ 96,370.22
Accumulated O/D Interest	\$ 692.98

Term Loan I (Type 4111) 1790-9274098-05

Outstanding Balance	\$ 950,141.75
Interest to Close	\$ 7,242.48 - Per Diem: \$213.01

Term Loan II (Type 4111) 1790-9274098-07

Outstanding Balance	\$3,112,532.29
Interest to Close	\$ 23,725.34 – Per Diem: \$697.80

TOTAL AMOUNT OWING \$4,190,705.06

Michael R. Kestenberg
Partner
416-716-7820
michael@kestenberglitigation.com
Our File No.: 240017



Unless payment is made immediately, we will have no other alternative but to take any and all necessary proceedings to protect our client's interests.

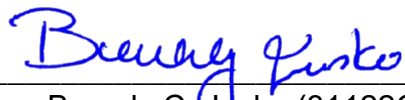
Yours very truly,
KESTENBERG LITIGATION LLP

Michael R. Kestenberg

Per: Michael R. Kestenberg
MRK/tek
Encl.

c.c. TD Bank
c.c. Noorallah Nawrozada

This is Exhibit "N" referred to in the
Affidavit of **BEN SCHU** sworn before
me, this 23rd day of February, 2024



Beverly C. Jusko (31122C)

A Commissioner for Taking Affidavits



Kestenberg Litigation LLP
2300 Yonge St., Suite 1600
Toronto, ON M4P 1E4
www.kestenberglitigation.com
416-549-8077

REGISTERED AND REGULAR MAIL

February 1, 2024

Michael R. Kestenberg
Partner
416-716-7820
michael@kestenberglitigation.com
Our File No.: 240017

Noorallah Nawrozada
7263 Second Line West
Mississauga, ON L5W 1M7

Dear Sir:

Re: TD Bank v 1000108549 Ontario Inc.

Enclosed please find a copy of a letter which we have forwarded to 1000108549 Ontario Inc. for whom you are indebted to our client by virtue of an unlimited guarantee dated April 6, 2022.

You are required to make payment in accordance with your guarantee immediately upon receipt of this demand.

Please govern yourself accordingly.

Yours very truly,

KESTENBERG LITIGATION LLP

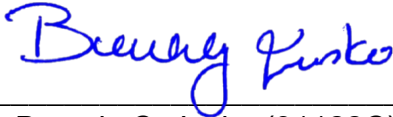
Michael R. Kestenberg

Per: Michael R. Kestenberg
MRK/tek
Encl.

c.c. TD Bank

This is Exhibit "O" referred to in the

Affidavit of **BEN SCHU** sworn before
me, this 23rd day of February, 2024



Beverly C. Jusko (31122C)

A Commissioner for Taking Affidavits

Transit #1070
3140 Dufferin Street
Toronto, Ontario M6A 2T1

Telephone No.: 416-785-7003
Fax No.: 416-785-5082

February 14, 2024

Albert Gelman Inc.
250 Ferrand Dr., Suite 403
Toronto, Ontario M3C 3G8

Attention: Bryan Gelman

Dear Mr. Gelman:

Re: 1000108549 Ontario Inc. (the “Debtor”)

The Toronto-Dominion Bank (the “Bank”) hereby appoints Albert Gelman Inc. (the “Consultant”) as the Bank’s consultant for the purpose of reviewing and assessing the assets, financial position, business and operations of the Debtor and advising the Bank in connection with the Debtor’s indebtedness to the Bank. Without limiting the generality of the foregoing, the Consultant is engaged to do the following:

1. Carry out such review and inspection of the Debtor’s premises, books and records as is necessary to advise the Bank with respect to the business and operational and financial performance of the Debtor;
2. Inspect, review and estimate, with the aid of appraisers, if necessary, the realizable value of the Debtor’s assets including equipment, inventory and accounts receivable;
3. Determine other claims which may rank in priority to the Bank’s claims against the Debtor as well as any other liens which encumber the Debtor’s assets;
4. Consult with other stakeholders of Debtor’s business such as, creditors, suppliers, customers, investors and others who have an interest in the Debtor’s business for the purpose of obtaining information required to complete the engagement herein;
5. Advise, assist or represent the Bank, as required, in formulating, negotiating and completing any agreement that the Bank may wish to enter into with the Debtor with regard to the Debtor’s indebtedness; and
6. Perform such other duties, as required by the Bank, which are relevant to this engagement.

The Consultant’s duties shall be discharged in accordance with the terms set out below:

1. This engagement shall commence upon the acceptance of the terms set out herein by the Debtor;
2. The Consultant may retain such experts as the Consultant may deem necessary to carry out its duties under this engagement;
3. The Consultant may use any of its employees, agents or experts as the Consultant may deem necessary to discharge its duties as set out in this engagement;

4. The Consultant shall not be involved in the management or operation of the Debtor's business or participate in the Debtor's decision making process and shall not hold itself out as or act in a manner consistent with being an employee, agent, representative or consultant of the Debtor;
5. The Consultant shall perform its duties as consultant solely for the Bank provided however it shall not be an agent of the Bank and therefore shall not have the authority to bind the Bank in any manner;
6. The Consultant shall provide such written or oral reports to the Bank on its findings as the Bank may require;
7. Any reports prepared by the Consultant in the course of this engagement shall be the property of the Bank and the Consultant shall not distribute or disclose any of the contents of the reports to any person without the prior written consent of the Bank;
8. The Consultant shall keep all information regarding the Debtor obtained in the course of this engagement confidential and shall not distribute or disclose any part of such information to any person save and except the Bank and its agents and solicitors expressly authorized by the Bank to receive such information. All information provided and reported to the Bank by the Consultant can be distributed and disclosed by the Bank as the Bank deems necessary in its discretion;
9. The Consultant's fees and disbursements shall be paid by the Debtor or by the Bank directly and added to the indebtedness owing by the Debtor to the Bank;
10. The Bank may terminate this engagement upon providing the Consultant a written notice thereof and the engagement shall be deemed to be terminated the moment the said notice is sent to the Consultant;
11. The Consultant hereby represents and warrants that it has no conflict of interest in taking on this engagement and undertakes to immediately advise the Bank of any information or situation which would materially affect the terms of this engagement; and,
12. This Agreement may be executed and delivered by facsimile and may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement.
13. The Bank hereby indemnifies and saves the Consultant harmless from any and all claims, demands, liabilities, losses and costs incurred or suffered as a result of the performance of the duties discharged in accordance with the terms of this engagement.

Please confirm your acceptance of the foregoing terms by signing below and return the signed copy to us as soon as you can.

[signature page to follow]

Yours truly,
THE TORONTO-DOMINION BANK
Per:

Ben Schu

Name:

ACCEPTANCE OF ENGAGEMENT

The Consultant accepts the engagement on the terms set out above.

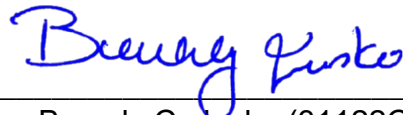
Albert Gelman Inc.
Per:

Bryan Gelman

I have the authority to bind the corporation.

This is Exhibit "P" referred to in the

Affidavit of **BEN SCHU** sworn before
me, this 23rd day of February, 2024



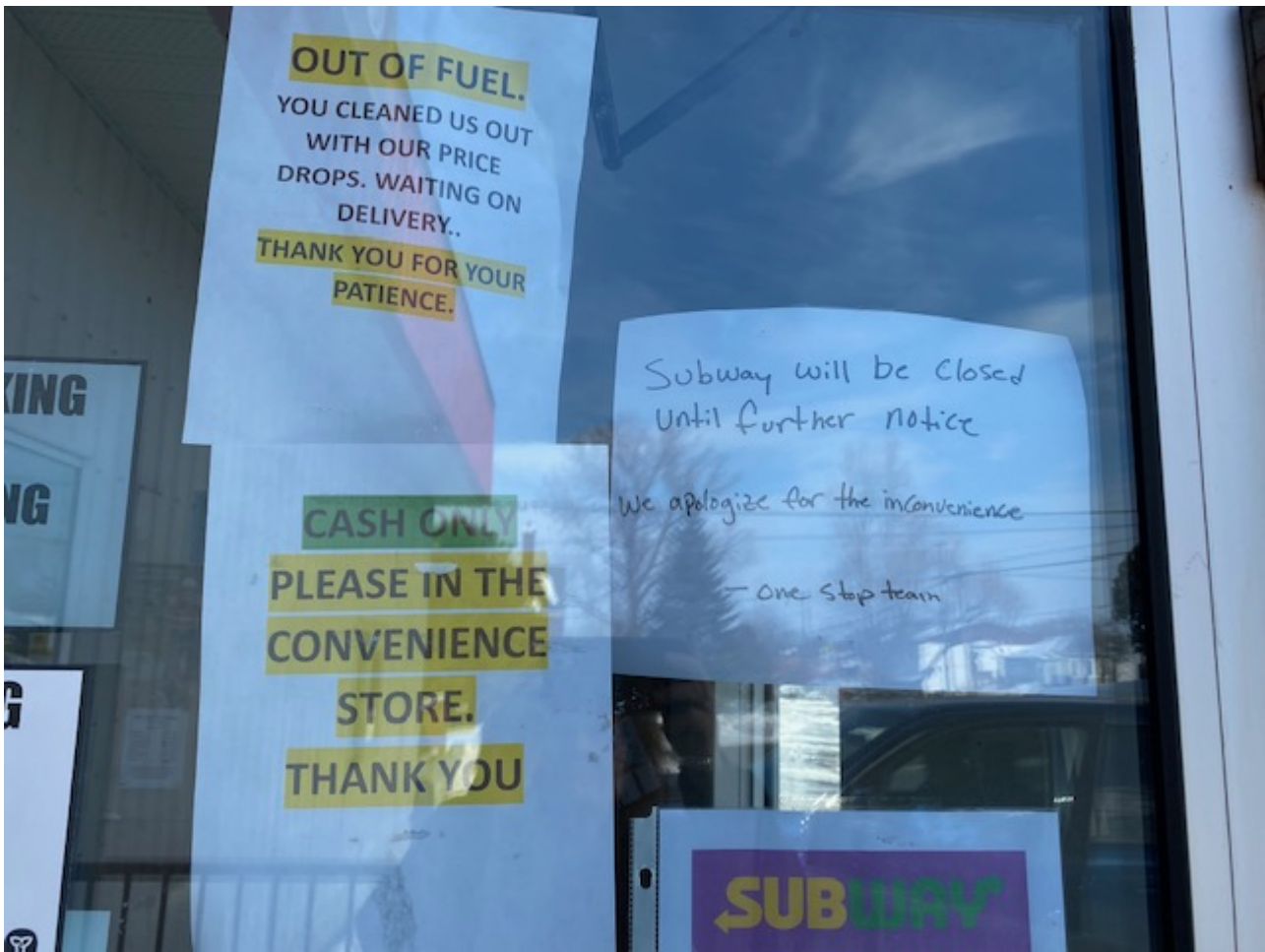
Beverly C. Jusko (31122C)

A Commissioner for Taking Affidavits









Ontario

protected by
SECURITY
ODAY
905-476-9701

COUNTRY STYLE/ SUBWAY
CLOSED
UNTIL FURTHER NOTICE

SUBWAY
Hours of Operation

Monday	6:00
Tuesday	6:00
Wednesday	6:00
Thursday	6:00
Friday	6:00
Saturday	6:00
Sunday	6:00

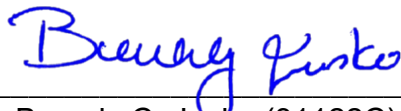
Service animals welcome
Need special assistance?
Just ask, we'll help!



Sent from my iPhone

This is Exhibit "Q" referred to in the

Affidavit of **BEN SCHU** sworn before
me, this 23rd day of February, 2024



Beverly C. Jusko (31122C)

A Commissioner for Taking Affidavits

From: Debbie Parkhill <nlnorthbay@gmail.com>

Date: February 21, 2024 at 3:08:54 PM EST

To: Bryan Gelman <bgelman@albertgelman.com>

Subject: Re: Gas Station - 229 Rorke Ave., Haileybu

Went back in and bought some gum \$8 for gum no wonder he has low business
No lottery - terminals have been removed

Different girl on now she said she expects the store to close down any day when I acted surprised at No Lottery tickets.

She said only new stock coming in is milk and bread

She said she has a new job and is leaving this one. She said the boss here does not communicate with them here. He is down in Toronto she thought. He has been here once in the year and a half he has had it and that was 3 or 4 weeks ago

Seen 3 more customers 1 bought milk the other 2 left.

Sent from my iPhone

On Feb 21, 2024, at 2:55 PM, Debbie Parkhill <nltnorthbay@gmail.com> wrote:

I have been sitting here and watching minimal traffic go in to the convenience store

I have seen 1 person come out with a purchase- he had a bag of milk . A delivery truck for snacks came in , he went in and then came out sat in his truck for a bit and then went back in for a very brief time and then left.

I went into the store 2 minutes down the street and asked what was going on with the gas station up the street . She said she heard someone ask the new owner how it was going and he said when he took over the old owner had run it into the ground and never paid suppliers and he was having a hard time getting supplies

2 things going for it - the snow is cleared from the parking lot and the store is clean

Do you want me to stay here much longer

With no gas and little stock there is not much happening

Sent from my iPhone

On Feb 21, 2024, at 1:11 PM, Bryan Gelman <bgelman@albertgelman.com> wrote:

Thank you Debbie, your update is appreciated.

From: Debbie Parkhill <nltnorthbay@gmail.com>
Sent: Wednesday, February 21, 2024 1:06 PM
To: Bryan Gelman <bgelman@albertgelman.com>
Cc: Rocco Tuzi <rocco@lockitsecurity.ca>

Subject: Gas Station - 229 Rorke Ave., Haileybu

Very few customers are coming in and out been here for
approx 2 hrs

Went in to buy a pop , cash only

Shelves are sparse ,some completely empty

No gas at the pumps,diesel only

Subway closed, Country Style closed

Overheard customer complaining to cashier about the
pumps not having gas , no stock , and cash only. All she said
was I know I've heard bit all before

I asked her about the Subway said I was hoping for lunch . All
she said was I don't know what they are doing

<image001.jpg>

<image002.jpg>

<image003.jpg>

<image004.jpg>

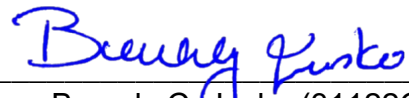
<image005.jpg>

<image006.jpg>

Sent from my iPhone

This is Exhibit "R" referred to in the

Affidavit of **BEN SCHU** sworn before
me, this 23rd day of February, 2024



Beverly C. Jusko (31122C)

A Commissioner for Taking Affidavits

Court File No.: _____

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

THE TORONTO-DOMINION BANK

Plaintiff

- and -

1000108549 ONTARIO INC. AND NOORALLAH NAWROZADA


Respondents

CONSENT TO ACT

ALBERT GELMAN INC. hereby agrees to act as Receiver of the Respondent,
1000108549 Ontario Inc.

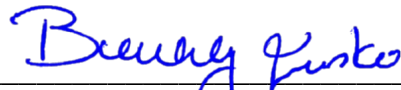
DATED at **TORONTO**, Ontario this 20th day of February, 2024

ALBERT GELMAN INC.,
Licensed Insolvency Trustee

Per:  Digitally signed
by Bryan
Gelman
Name: Bryan Gelman, *CIRP, LIT*
Title: Managing Director

This is Exhibit "S" referred to in the

Affidavit of **BEN SCHU** sworn before
me, this 23rd day of February, 2024



Beverly C. Jusko (31122C)

A Commissioner for Taking Affidavits

PROPERTY DESCRIPTION: PCL 12613 SEC SST; LT 95-99 PL M48NB BUCKE; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/01/24

OWNERS' NAMES
1000108549 ONTARIO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/01/21 **						
LT304508	1998/12/18	TRANSFER		*** COMPLETELY DELETED ***	BOUFFARD, JOSEPH MICHEL CLAUDE	
LT304509	1998/12/18	CHARGE		*** COMPLETELY DELETED ***	ETHIER, MAURICE	
LT320819	2002/12/16	CHARGE		*** COMPLETELY DELETED ***	PETROLES CREVIER INC.	
DT24479	2010/06/03	TRANSFER		*** COMPLETELY DELETED *** BOUFFARD, JOSEPH MICHEL CLAUDE	MIKE'S ONE STOP INC.	
DT64412	2018/08/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** ETHIER, MAURICE		
<i>REMARKS: LT304509.</i>						
DT66572	2019/03/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** PETROLES CREVIER INC.		
<i>REMARKS: LT320819.</i>						
DT66576	2019/03/01	TRANSFER		*** COMPLETELY DELETED *** MIKE'S ONE STOP INC.	2634189 ONTARIO INC.	
<i>REMARKS: PLANNING ACT STATEMENTS.</i>						
DT66577	2019/03/01	CHARGE		*** COMPLETELY DELETED *** 2634189 ONTARIO INC.	MIKE'S ONE STOP INC.	
DT66983	2019/04/12	CHARGE		*** COMPLETELY DELETED *** 2634189 ONTARIO INC.	2394762 ONTARIO INC.	
DT71299	2020/05/11	CHARGE		*** COMPLETELY DELETED *** 2634189 ONTARIO INC.	ROYAL BANK OF CANADA	

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.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
DT71351	2020/05/13	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2394762 ONTARIO INC.		
	<i>REMARKS: DT66983.</i>					
DT71357	2020/05/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** MIKE'S ONE STOP INC.		
	<i>REMARKS: DT66577.</i>					
DT83807	2022/08/26	TRANSFER	\$6,600,000	2634189 ONTARIO INC.	1000108549 ONTARIO INC.	C
	<i>REMARKS: PLANNING ACT STATEMENTS.</i>					
DT83808	2022/08/26	CHARGE	\$4,340,000	1000108549 ONTARIO INC.	THE TORONTO-DOMINION BANK	C
DT83809	2022/08/26	NO ASSGN RENT GEN		1000108549 ONTARIO INC.	THE TORONTO-DOMINION BANK	C
	<i>REMARKS: DT83808.</i>					
DT84457	2022/10/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
	<i>REMARKS: DT71299.</i>					
DT86026	2023/02/08	CHARGE		*** COMPLETELY DELETED *** 1000108549 ONTARIO INC.	DHILLON, PRABHDEEP WARRING, NAVJOT CHAHAL, DHARMVIR	
DT86027	2023/02/08	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1000108549 ONTARIO INC.	DHILLON, PRABHDEEP WARRING, NAVJOT CHAHAL, DHARMVIR	
	<i>REMARKS: DT86026.</i>					
DT86999	2023/05/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** DHILLON, PRABHDEEP WARRING, NAVJOT CHAHAL, DHARMVIR		
	<i>REMARKS: DT86026.</i>					
DT88421	2023/08/18	CHARGE	\$250,000	1000108549 ONTARIO INC.	ABBAS, SYED FAZIL	C

Properties

PIN 61352 - 0137 LT *Interest/Estate* Fee Simple
Description PCL 12613 SEC SST; LT 95-99 PL M48NB BUCKE; TEMISKAMING SHORES ;
DISTRICT OF TIMISKAMING
Address 219 RORKE AVE
HAILEYBURY

PIN 61352 - 0155 LT *Interest/Estate* Fee Simple
Description PCL 23350 SEC SST; PT LT 188 PL M48NB BUCKE; PT LT 189 PL M48NB BUCKE; PT
LT 190 PL M48NB BUCKE PT 1 54R3008; TEMISKAMING SHORES ; DISTRICT OF
TIMISKAMING
Address 456 ALBERT ST
HAILEYBURY

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 1000108549 ONTARIO INC.
Address for Service 7263 Second Line West, Mississauga,
Ontario, Canada L5W 1M7

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

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

Chargee(s)*Capacity**Share*

Name ABBAS, SYED FAZIL
Address for Service 15 Petworth road Brampton ON L6Z 4C5

Statements

Schedule: See Schedules

Provisions

Principal \$250,000.00 *Currency* CDN
Calculation Period monthly, interest only
Balance Due Date 2023/11/18
Interest Rate 10% quarterly
Payments \$8,333.33
Interest Adjustment Date 2023 08 18
Payment Date 18th day of each and every month
First Payment Date 2023 09 18
Last Payment Date 2023 11 18
Standard Charge Terms 200033
Insurance Amount Full insurable value
Guarantor Noorallah Nawrozada

Additional Provisions

See schedule

Signed By

Kamalprit Sooch 506-218 Export Blvd acting for Signed 2023 08 18
Mississauga Chargor(s)
L5S 0A7

Tel 416-908-3300

Fax 416-572-3808

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

Submitted By

SOOCH LAW PROFESSIONAL CORPORATION 506-218 Export Blvd 2023 08 18
Mississauga
L5S 0A7

Tel 416-908-3300
Fax 416-572-3808

Fees/Taxes/Payment

Statutory Registration Fee \$69.00
Total Paid \$69.00

File Number

Chargee Client File Number : 23-193

THE TORONTO-DOMINION BANK

and

1000108549 ONTARIO INC et al

Court File No.: 24-000000-19-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**PROCEEDING COMMENCED IN
HAILEYBURY**

**AFFIDAVIT OF BEN SCHU
(sworn February 23, 2024)**

KESTENBERG LITIGATION LLP
1600-2300 Yonge Street
Toronto, Ontario M4P 1E4

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(416) 549-8077

Lawyers for the Plaintiff

The Toronto-Dominion Bank

and

1000108549 Ontario Inc. et al

Court File No.: CV-24-00000019-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**PROCEEDING COMMENCED IN
HAILEYBURY**

MOTION RECORD

KESTENBERG LITIGATION LLP
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