Court File No.: CL-26-00000223-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

EXTEND FINANCIAL LTD.

Applicant

-and-

JUSTIN LEE LEVINE, JUSTIN LEE HOLDINGS LTD., JUNCTION VESUVIO INC., and JL CHASE HOLDINGS INC.

Respondents

IN THE MATTER OF AN APPLICATION

Under Section 243(1) of the Bankruptcy and Insolvency Act (R.S.C., 1985, c. B-3), and Section 101 of the *Courts Of Justice Act*, R.S.O. 1990, C. C.43

APPLICATION RECORD

May 29, 2026

ROBINS APPLEBY LLP
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Toronto, ON M5H 1T1

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Lawyers for the Applicant

TO: THE SERVICE LIST

SERVICE LIST
(as at May 15, 2026)

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CANADA REVENUE AGENCY National Insolvency Office P.O. Box 3038 32 Church Street St. Catharines, ON L4R 3b9 **Jennifer O'Keefe-Rahman** Email: jennifer.okeefe-rahman@cra-arc.gc.ca Tel: (905) 536-7628	

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Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

EXTEND FINANCIAL LTD.

Applicant

-and-

JUSTIN LEE LEVINE, JUSTIN LEE HOLDINGS LTD., JUNCTION VESUVIO INC., and JL CHASE HOLDINGS INC.

Respondents

IN THE MATTER OF AN APPLICATION
Under Section 243(1) of the Bankruptcy and Insolvency Act (R.S.C., 1985, c. B-3), and Section 101 of the *Courts Of Justice Act*, R.S.O. 1990, C. C.43

NOTICE OF APPLICATION

TO THE RESPONDENT(S):

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

THIS APPLICATION will come on for a hearing *(choose one of the following)*

[ ] In person;

[ ] By telephone conference;

[X] By video conference.

at the following location: Via Zoom videoconference, details of which are to be provided by the Registrar. on Tuesday, June 16, 2026 at 12:00 p.m.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of*

Civil Procedure, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

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

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

Date: ____________________________ Issued by: ____________________________

Address of court office: 330 University Avenue
9th Floor
Toronto, ON M5G 1R7

TO: THE SERVICE LIST

SERVICE LIST
(as at May 15, 2026)

ALBERT GELMAN INC. 403-250 Ferrand Dr., Suite 403 Toronto, ON M3C 3G8 **Bryan Gelman** Email: bgelman@albertgelman.com Tel: 416-504-1650 Proposed Receiver	**ROBINS APPLEBY LLP** Barristers + Solicitors 2600 - 120 Adelaide Street West Toronto, ON M5H 1T1 **Dominique Michaud LSO No.: 56871V** Email: dmichaud@robapp.com Tel: (416) 360-3795 **Anisha Samat LSO No.: 82342Q** Email: asamat@robapp.com Tel: (416) 360-1901 Lawyers for the Applicant
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APPLICATION

1. The Applicant, Extend Financial Ltd. ("**Extend**" or the "**Lender**") makes an application for, *inter alia*, the following relief:

(a) an Order abridging the time for service of this Notice of Application and the Application Record herein, and dispensing with further service thereof;

(b) an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "***BIA***") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 (the "***CJA***"), appointing Albert Gelman Inc. ("**AGI**") as receiver (in such capacity, the "**Receiver**"), without security, over the properties as set out below (collectively, the "**Properties**"):

(i) the property municipally known as 3038-3042 Dundas Street West, Toronto, Ontario, bearing PIN 10518-0692 ("**3038 Dundas**");

(ii) the property municipally known as 3039 Dundas Street West, Toronto, Ontario, bearing PIN 21361-0448 ("**3039 Dundas**");

(iii) the property municipally known as 1116 College Street, Toronto, Ontario, bearing PIN 21309-0311 ("**1116 College**");

(iv) the property municipally known as 3010 Dundas Street West, Toronto, Ontario, bearing PIN 10518-0702 ("**3010 Dundas**");

(v) the property municipally known as 3014 Dundas Street West, Toronto, Ontario, bearing PIN 10518-0701 ("**3014 Dundas**"); and

(vi) the property municipally known as 3016 Dundas Street West, Toronto, Ontario, bearing PIN 10518-0700 ("**3016 Dundas**");

(c) judgment, jointly and severally, against the Respondent, Justin Lee Levine, in accordance with, and to the extent of his respective guarantees, pursuant to the loan documentation as described herein;

(d) costs, in accordance with the terms of the Loans (defined herein), and the guarantees provided thereto;

(e) in the alternative to the applicable contractual interest claimed above, pre-judgment and post-judgment interest in accordance with the provisions of the CJA; and

(f) such further and other relief this Honourable Court may deem just.

THE GROUNDS FOR THE APPLICATION ARE:

Overview

2. This Application relates to ongoing defaults by the Respondents under five separate loan facilities advanced by the Lender, and secured by, *inter alia*, mortgages registered against six properties located in Toronto, Ontario.

3. The five loan facilities, as further described herein, are comprised of the following:

(a) $2,100,000 facility secured against 3038 Dundas;

(b) $2,800,000 facility secured against 3038 Dundas;

(c) $1,250,000 facility secured against 3039 Dundas;

(d) $2,100,000 facility secured against 1116 College; and

(e) $6,995,000 facility secured against 3010, 3014 and 3016 Dundas.

4. The loan facilities were advanced to the Respondents, namely Justin Lee Holdings Ltd. ("**Lee Holdings**"), Junction Vesuvio Inc. ("**Vesuvio**"), and JL Chase Holdings Inc. ("**Chase Holdings**"), and/or to Justin Lee Levine ("**Levine**") personally, with Justin Lee Levine also acting as guarantor of various obligations owing to the Lender under loans advanced to the corporate Respondents set out above.

5. The Respondents have defaulted by, *inter alia*, failing to make required monthly interest payments under the applicable loan documents and security agreements, and such defaults continue.

6. As at April 16, 2026, the Respondents were collectively indebted to the Lender in an amount exceeding $16 million, exclusive of accruing interest, legal fees, enforcement costs and

other amounts continuing to accrue pursuant to the Loans and the Security (as defined herein).

7. The Lender has delivered demands and notices of intention to enforce security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (“**BIA**”).

8. The Lender submits the appointment of a Receiver is necessary in order to protect the Lender’s security position, preserve the Properties, collect rents and income as it is entitled to, and facilitate an orderly realization process.

The Parties

9. The Lender is an Ontario corporation located in Toronto, carrying on business as, *inter alia*, a commercial mortgage lender.

10. The Respondent, Levine, is an individual residing in Toronto, Ontario. Levine is the registered owner of 3038 Dundas and also the guarantor of various obligations owing to the Lender under the Loan documents as described herein. Levine is also the sole director of the corporate Respondents.

11. The Respondent, Lee Holdings, is an Ontario corporation located in Toronto, Ontario and is the registered owner of 3039 Dundas.

12. The Respondent, Vesuvio, is an Ontario corporation located in Toronto, Ontario and is the registered owner of 3010 Dundas, 3014 Dundas and 3016 Dundas.

13. The Respondent, Chase Holdings, is an Ontario corporation located in Toronto, Ontario and is the registered owner of 1116 College.

The Properties

14. 3038 Dundas, 3039 Dundas and 1116 College are mixed-use properties and contain ground-floor retail or commercial occupancies with residential or other space above.

15. 3010 Dundas, 3014 Dundas and 3016 Dundas contain street-level commercial occupancies, and it appears that 3016 Dundas also contains a residential space above.

The Loans

The 3038 Dundas Loans

16. Pursuant to a mortgage commitment dated January 20, 2025 and related loan documentation, the Lender advanced to Levine a loan facility in the principal amount of $2,100,000 (the "**January 2025 Loan**").

17. The January 2025 Loan was secured by, *inter alia,* a charge in favour of the Lender, against 3038 Dundas, registered on January 24, 2025 as Instrument No. AT6743116 (the "**3038 Dundas Second Mortgage**"). At the time the loan was advanced, the Lender occupied second position behind an existing first charge held by TD Bank (the "**TD Mortgage**").

18. A few months later, pursuant to a mortgage commitment dated June 19, 2025, the Lender advanced a second and separate facility to Levine in the principal amount of $2,800,000 (the "**June 2025 Loan**"), to refinance the TD Mortgage, which was secured by a first-ranking mortgage in favour of the Lender, registered against 3038 Dundas on June 27, 2025 as Instrument No. AT6849125 (the "**3038 First Mortgage**").

19. The January 2025 Loan and the June 2025 Loan are referred to together as the "**3038 Dundas Loans"**, and the 3038 First Mortgage and the 3038 Second Mortgage are referred to

together as the “**3038 Dundas Mortgages**”.

20. There are no other secured creditors registered on title to 3038 Dundas.

<u>The 3039 Dundas Loan</u>

21. Pursuant to a mortgage commitment dated June 3, 2025 and related loan documentation, the Lender advanced to Lee Holdings a loan facility in the principal amount of $1,250,000 (the “**3039 Dundas Loan**”). Levine personally guaranteed the 3039 Dundas Loan.

22. The 3039 Dundas Loan was secured by, *inter alia*, a second-ranking charge in favour of the Lender against 3039 Dundas, registered on June 17, 2025 as Instrument No. AT6840970 (the “**3039 Dundas Mortgage**”).

23. The 3039 Dundas Mortgage ranks behind a prior charge in favour of Ukrainian Credit Union Limited registered on January 31, 2024 as Instrument No. AT6506321 in the principal amount of $5,070,000.

<u>The 1116 College Loan</u>

24. Pursuant to a mortgage commitment dated May 13, 2025 and related loan documentation, the Lender advanced to Chase Holdings a loan facility in the principal amount of $2,100,000 (the “**1116 College Loan**”). Levine personally guaranteed the 1116 College Loan.

25. The 1116 College Loan was secured by, *inter alia*, a first-ranking charge in favour of the Lender against 1116 College, registered on May 30, 2025 as Instrument No. AT6828538 (the “**1116 College Mortgage**”).

26. There are no other secured creditors registered on title to 1116 College.

<u>The 3010-3016 Dundas Loans</u>

27. Pursuant to a mortgage commitment dated May 2, 2025 and related loan documentation, the Lender advanced to Vesuvio a loan facility in the principal amount of $6,995,000 (the "**3010-3016 Dundas Loan**"). Levine personally guaranteed the 3010-3016 Dundas Loan.

28. The 3010-3016 Dundas Loan was secured by, inter alia, a first-ranking charge in favour of the Lender against 3010 Dundas, 3014 Dundas and 3016 Dundas, registered on May 16, 2025 as Instrument No. AT6817059 (the "**3010-3016 Dundas Mortgage**").

29. There are no other secured creditors registered on title to 3010 Dundas, 3014 Dundas or 3016 Dundas.

30. The 3038 Dundas Loans, the 3039 Dundas Loan, the 1116 College Loan and the 3010-3016 Dundas Loan are collectively referred to herein as the "**Loans**", and the 3038 Dundas Mortgages, the 3039 Dundas Mortgage, the 1116 College Mortgage, and the 3010-3016 Dundas Mortgage are collectively referred to herein as the "**Mortgages**".

31. In addition to the Mortgages, the security granted by the Respondents pursuant to the Loans includes, *inter alia,* contractual assignments of rents, broad enforcement rights, and express receivership provisions contained in the respective Schedule "A" provisions forming part of the loan and mortgage documentation for each of the Loans.

32. All security, including the Mortgages, granted to the Lender pursuant to the Loans and their corresponding documentation, is collectively referred to as the "**Security**".

Default and Demand

33. The Respondents are in default of the Loans for, *inter alia,* failing to make the monthly

interest payments as they have become due.

34. As a result of the foregoing defaults, the indebtedness secured by the Mortgages has become due and owing to the Lender. The defaults under the Loans continue.

35. As at April 16, 2026, the amounts owing by the Respondents to the Lender under the Loans are as follows:

(a) with respect to the January 2025 Loan, approximately $2,342,521.59, exclusive of accruing interest, legal fees and enforcement costs;

(b) with respect to the June 2025 Loan, approximately $2,962,211.04, exclusive of accruing interest, legal fees and enforcement costs;

(c) with respect to the 3039 Dundas Loan, approximately $1,299,080.60, exclusive of accruing interest, legal fees and enforcement costs;

(d) with respect to the 1116 College Loan, approximately $2,199,781.92, exclusive of accruing interest, legal fees and enforcement costs; and

(e) with respect to the 3010-3016 Dundas Loan, approximately $7,355,630.09, exclusive of accruing interest, legal fees and enforcement costs.

36. By demand letters dated April 16, 2026, the Lender demanded payment of all amounts owing under the Loans and applicable guarantees (the "**Guarantees**") and delivered notices of intention to enforce security pursuant to section 244 of the *BIA* (the demand letters and the BIA Notices are collectively referred to as the "**Demand Notices**").

37. The Respondents have failed to cure the defaults under the Loans.

Appointment of the Receiver

38. The Mortgages and related loan documentation provide the Lender with the right to enforce the Security and seek the appointment of a receiver upon default.

39. The Lender brings this application for the appointment of the Receiver in order to ensure that it is able to realize upon the Mortgages and other Security in an efficient and transparent manner. The appointment of the Receiver is just and convenient in the circumstances because:

(a) the Respondents are in default of their obligations under the Loans and the related Security, and such default is continuing;

(b) the documents relating to the Loans and the Security provide for the appointment of a receiver upon default;

(c) the appointment of a receiver is necessary to preserve and protect all of the Properties, and to properly collect any rents owing; and

(d) the appointment of a receiver will facilitate an orderly and court-supervised realization upon the Properties for the benefit of the Lender and any other stakeholders.

The Consent of the Receiver

40. AGI has consented to its appointment as Receiver.

Other Grounds

41. Rules 2.03, 3.02 and 41 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194.

42. Section 101 of the *Courts of Justice Act,* R.S.O. 1990, c. C.43, section 243 of the *Bankruptcy and Insolvency Act*, the *Personal Property Security Act*, R.S.O. 1990, c. P.10, and such further and other grounds as counsel may advise.

43. The following documentary evidence will be used at the hearing of the application:

(a) Affidavit of Rafael Alter, to be sworn; and

(b) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

May 15, 2026

ROBINS APPLEBY LLP
2600 - 120 Adelaide Street West
Toronto, ON M5H 1T1

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Lawyers for the Applicant

EXTEND FINANCIAL LTD. - and- **JUSTINE LEE LEVINE et. al.**

Applicant *Respondents* Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
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IN THE MATTER OF AN APPLICATION Under Section 243(1) of the Bankruptcy and Insolvency Act (R.S.C., 1985, c. B-3), and Section 101 of the *Courts Of Justice Act*, R.S.O. 1990, C. C.43

PROCEEDING COMMENCED AT TORONTO

NOTICE OF APPLICATION

ROBINS APPLEBY LLP
2600 - 120 Adelaide Street West
Toronto, ON M5H 1T1

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Lawyers for the Applicant

TAB B

Court File No.: CL-26-00000223-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

EXTEND FINANCIAL LTD.

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-and-

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IN THE MATTER OF AN APPLICATION
Under Section 243(1) of the Bankruptcy and Insolvency Act (R.S.C., 1985, c. B-3), and Section 101 of the *Courts Of Justice Act*, R.S.O. 1990, C. C.43

AFFIDAVIT OF RAFAEL ALTER

1. I am the President of the Applicant, Extend Financial Ltd. ("**Extend**" or the "**Lender**"), and as such have knowledge of the matters contained in this Affidavit. Where this Affidavit is based on information received from others, I verily believe that information to be true.

2. I swear this Affidavit in support of the Lender's application (the "**Receivership Application**") for, *inter alia*, the appointment of Albert Gelman Inc. ("**AGI**") as receiver (in such capacity, the "**Receiver**"), without security, over the following properties (collectively, the "**Properties**"):

(a) the property municipally known as 3038-3042 Dundas Street West, Toronto, Ontario, bearing PIN 10518-0692 ("**3038 Dundas**");

(b) the property municipally known as 3039 Dundas Street West, Toronto, Ontario, bearing PIN 21361-0448 ("**3039 Dundas**");

(c) the property municipally known as 1116 College Street, Toronto, Ontario, bearing PIN 21309-0311 ("**1116 College**");

(d) the property municipally known as 3010 Dundas Street West, Toronto, Ontario, bearing PIN 10518-0702 ("**3010 Dundas**");

(e) the property municipally known as 3014 Dundas Street West, Toronto, Ontario, bearing PIN 10518-0701 ("**3014 Dundas**"); and

(f) the property municipally known as 3016 Dundas Street West, Toronto, Ontario, bearing PIN 10518-0700 ("**3016 Dundas**").

3. The Lender seeks the appointment of the Receiver over the Properties due to ongoing defaults by the Respondents to this Application under the following loan facilities (collectively, the "**Loans**"):

(a) $2,100,000 facility secured against 3038 Dundas;

(b) $2,800,000 facility secured against 3038 Dundas;

(c) $1,250,000 facility secured against 3039 Dundas;

(d) $2,100,000 facility secured against 1116 College; and

(e) $6,995,000 facility secured against 3010, 3014 and 3016 Dundas.

4. The above-mentioned loan facilities were advanced to the Respondents, namely Justin Lee Holdings Ltd. ("**Lee Holdings**"), Junction Vesuvio Inc. ("**Vesuvio**"), and JL Chase Holdings Inc. ("**Chase Holdings**"), and/or to Justin Lee Levine ("**Levine**") personally, with Justin Lee Levine also acting as guarantor of various obligations owing to the Lender under loans advanced to the corporate Respondents set out above.

5. As at April 16, 2026, the Respondents were collectively indebted to the Lender in an amount exceeding $16 million, exclusive of accruing interest, legal fees, enforcement costs and other amounts continuing to accrue pursuant to the Loans and the Security (as defined herein).

The Parties

6. The Lender is an Ontario corporation located in Toronto, carrying on business as, *inter alia*, a commercial mortgage lender. A copy of the corporate profile report for the Lender is attached as **Exhibit "1".**

7. The Respondent, Lee Holdings, is an Ontario corporation located in Toronto, Ontario and is the registered owner of 3039 Dundas. A copy of the corporate profile report for Lee Holdings is attached as **Exhibit "2".**

8. The Respondent, Vesuvio, is an Ontario corporation located in Toronto, Ontario and is the registered owner of 3010 Dundas, 3014 Dundas and 3016 Dundas. A copy of the corporate profile report for Vesuvio is attached as **Exhibit "3".**

9. The Respondent, Chase Holdings, is an Ontario corporation located in Toronto, Ontario and is the registered owner of 1116 College. A copy of the corporate profile report for Chase Holdings is attached as **Exhibit "4".**

10. The Respondent, Levine, is an individual residing in Toronto, Ontario. Levine is the registered owner of 3038 Dundas and also the guarantor of various obligations owing to the Lender under the Loan documents as described herein. Levine is also the sole director of the corporate Respondents.

The Properties

11. 3038 Dundas, 3039 Dundas and 1116 College are mixed-use properties and contain ground-floor retail or commercial occupancies with residential or other space above. More specifically, in addition to the residential occupancies, it appears that 3038 Dundas is occupied by businesses including a hair salon and a café, and 3039 Dundas is occupied by a retail boutique. Copies of the parcel registers for 3038 Dundas, 3039 Dundas and 1116 College are attached as **Exhibits "5", "6", and "7".**

12. 3010 Dundas, 3014 Dundas and 3016 Dundas contain street-level commercial occupancies, and it appears that 3016 Dundas also contains a residential space above. More specifically, in addition to residential occupancies, it appears that these properties are occupied by personal care and retail businesses, bakery and food-service businesses, and pharmacy/health-service businesses. Copies of the parcel registers for 3010 Dundas, 3014 Dundas and 3016 Dundas are attached as **Exhibits "8", "9", and "10".**

The Loans

<u>The 3038 Dundas Loans</u>

The January Loan

13. Pursuant to a mortgage commitment dated January 20, 2025 (the "**First 3038 January Commitment**") and related loan documentation, the Lender advanced to Levine a loan facility in the principal amount of $2,100,000 (the "**January 2025 Loan**"). The loan facility was subsequently renewed by a Mortgage Loan Renewal Agreement dated February 19, 2026 (together with the First 3038 January Commitment being the "**January 3038 Commitment**"). A copy of the First 3038 January Commitment (including all renewal documentation) is attached as **Exhibit**

"11", and a copy of the Credit Facility Agreement between Levine and the Lender dated January 21, 2025, in relation to the January 2025 Loan (the "**First 3038 CFA**") is attached as **Exhibit "12".**

14. The January 2025 Loan was:

(a) structured as a HELOC facility requiring monthly interest-only payments;

(b) secured by, *inter alia:*

(i) a charge in favour of the Lender, against 3038 Dundas, registered on January 24, 2025 as Instrument No. AT6743116 (the "**3038 Dundas Second Mortgage**"). At the time the loan was advanced, the Lender occupied second position behind an existing first charge held by TD Bank (the "**TD Mortgage**"). A copy of the 3038 Dundas Second Mortgage is attached as **Exhibit "13";**

(ii) an assignment of rents provision contained in the Schedule "A" to the 3038 Dundas Second Mortgage; and

(iii) express contractual receivership and enforcement provisions contained in the Schedule "A" to the 3038 Dundas Second Mortgage.

The June Loan

15. Pursuant to a mortgage commitment dated June 19, 2025 (the "**3038 June Commitment**"), the Lender advanced an additional and separate facility to Levine in the principal amount of $2,800,000 (the "**June 2025 Loan**"), to refinance the then existing TD Mortgage. A copy of the 3038 June Commitment is attached hereto as **Exhibit "14",** and a copy of the Credit Facility Agreement between Levine and the Lender dated June 26, 2025, in relation to the June 2025 Loan (the "**Second 3038 CFA**") is attached as **Exhibit "15".**

16. The June 2025 Loan was:

(a) also structured as a HELOC facility requiring monthly interest-only payments; and *(b)* secured by, *inter alia:*

(i) a first-ranking mortgage in favour of the Lender, registered against 3038 Dundas on June 27, 2025 as Instrument No. AT6849125 (the "**3038 Dundas First Mortgage**"). A copy of the 3038 Dundas First Mortgage is attached as **Exhibit "16**";

(ii) an assignment of rents provision contained in the Schedule "A" to the 3038 Dundas First Mortgage; and

(iii) express contractual receivership and enforcement provisions contained in the Schedule "A" to the 3038 Dundas First Mortgage.

17. The January 2025 Loan and the June 2025 Loan are referred to together as the "**3038 Dundas Loans"**, and the 3038 Dundas First Mortgage and the 3038 Dundas Second Mortgage are referred to together as the "**3038 Dundas Mortgages**".

18. There are no other secured creditors registered on title to 3038 Dundas.

<u>The 3039 Dundas Loan</u>

19. Pursuant to a mortgage commitment dated June 3, 2025 (the "**First 3039 Commitment**") and related loan documentation, the Lender advanced to Lee Holdings a loan facility in the principal amount of $1,250,000 (the "**3039 Dundas Loan**"). Levine personally guaranteed the 3039 Dundas Loan. The 3039 Dundas Loan was subsequently renewed on February 19, 2026 by way of a Mortgage Loan Renewal Agreement (together with the First 3039 Commitment being the "**3039 Commitment**"). A copy of the 3039 Commitment (including the renewal documentation) is attached as **Exhibit "17"**, and a copy of the Credit Facility Agreement between Lee Holdings and the Lender dated June 16, 2025, in relation to the 3039 Dundas Loan (the "**3039 CFA**") is attached as **Exhibit "18".**

20. The 3039 Dundas Loan was:

(a) structured as a HELOC facility requiring monthly interest-only payments;

(b) secured by, *inter alia*:

(i) a second-ranking charge in favour of the Lender against 3039 Dundas, registered on June 17, 2025 as Instrument No. AT6840970 (the "**3039 Dundas Mortgage**"). A copy of the 3039 Dundas Mortgage is attached as **Exhibit "19";**

(ii) an assignment of rents provision contained in the Schedule "A" to the 1116 College Mortgage; and

(iii) express contractual receivership and enforcement provisions contained in the Schedule "A" to the 3039 Dundas Mortgage.

21. A copy of the Guarantee provided by Levine is attached as **Exhibit "20".**

22. The 3039 Dundas Mortgage ranks behind a prior charge in favour of Ukrainian Credit Union Limited registered on January 31, 2024 as Instrument No. AT6506321 in the principal amount of $5,070,000.

The 1116 College Loan

23. Pursuant to a mortgage commitment dated May 13, 2025 (the "**1116 Commitment**") and related loan documentation, the Lender advanced to Chase Holdings a loan facility in the principal amount of $2,100,000 (the "**1116 College Loan**"). Levine personally guaranteed the 1116 College Loan. A copy of the 1116 Commitment is attached as **Exhibit "21",** and a copy of the Credit Facility Agreement between Chase Holdings and the Lender dated May 27, 2025, in relation to the 1116 College Loan (the "**1116 CFA**") is attached as **Exhibit "22".**

24. The 1116 College Loan was:

(a) structured as a HELOC facility requiring monthly interest-only payments; and

(b) secured by, *inter alia:*

(i) a first-ranking charge in favour of the Lender against 1116 College, registered on May 30, 2025 as Instrument No. AT6828538 (the "**1116 College Mortgage**"). A copy of the 1116 College Mortgage is attached as **Exhibit "23";**

(ii) an assignment of rents provision contained in the Schedule "A" to the 1116 College Mortgage; and

(iii) express contractual receivership and enforcement provisions contained in the Schedule "A" to the 1116 College Mortgage.

25. A copy of the Guarantee provided by Levine is attached as **Exhibit "24".**

26. There are no other secured creditors registered on title to 1116 College.

The 3010-3016 Dundas Loan

27. Pursuant to a mortgage commitment dated May 2, 2025 (the "**3010-3016 Commitment**") and related loan documentation, the Lender advanced to Vesuvio a loan facility in the principal amount of $6,995,000 (the "**3010-3016 Dundas Loan**"). Levine personally guaranteed the 3010-3016 Dundas Loan. A copy of the 3010-3016 Commitment is attached as **Exhibit "25"**, and a copy of the Credit Facility Agreement between Vesuvio and the Lender dated May 14, 2025, in relation to the 3010-3016 Dundas Loan (the "**3010-3016 CFA**") is attached as **Exhibit "26".**

28. The 3010-3016 Dundas Loan was:

(a) structured as a HELOC facility requiring monthly interest-only payments; and

(b) secured by, *inter alia*:

(i) a first-ranking charge in favour of the Lender against 3010 Dundas, 3014 Dundas and 3016 Dundas, registered on May 16, 2025 as Instrument No. AT6817059 (the "**3010-3016 Dundas Mortgage**"). A copy of the 3010-3016 Dundas Mortgage is attached as **Exhibit "27";**

(ii) an assignment of rents provision contained in the Schedule "A" to the 3010-3016 Dundas Mortgage; and

(iii) express contractual receivership and enforcement provisions contained in the Schedule "A" to the 3010-3016 Dundas Mortgage.

29. A copy of the Guarantee provided by Levine is attached as **Exhibit "28".**

30. There are no other secured creditors registered on title to 3010 Dundas, 3014 Dundas or 3016 Dundas.

31. The 3038 Dundas Loans, the 3039 Dundas Loan, the 1116 College Loan and the 3010-3016 Dundas Loan are collectively referred to herein as the "**Loans**", and the 3038 Dundas Mortgages, the 3039 Dundas Mortgage, the 1116 College Mortgage, and the 3010-3016 Dundas Mortgage are collectively referred to herein as the "**Mortgages**".

The Security

32. As set out above, in addition to the Mortgages, the security granted by the Respondents pursuant to the Loans includes, *inter alia,* contractual assignments of rents, broad enforcement rights, and express receivership provisions contained in the respective Schedule "A" provisions forming part of the loan and mortgage documentation for each of the Loans.

33. Each of the Mortgages provides that all rents payable under existing or future leases of the Properties are assigned to the Lender as security for the indebtedness owing under the applicable Loan. The applicable mortgage documentation further provides that, following default, the Lender is entitled to enforce payment of rents and direct tenants to attorn and pay rents directly to the Lender.

34. The Mortgages further provide that, upon default, the Lender is entitled to appoint a receiver over the mortgaged premises and the rents and profits derived therefrom.

35. All security, including the Mortgages, granted to the Lender pursuant to the Loans and their corresponding documentation, is collectively referred to as the "**Security**".

Defaults Under the Loans

36. The defaults under the Loans include, *inter alia*:

(a) failure to make required monthly interest payments;

(b) missed and deferred payments;

(c) NSF and returned payment defaults;

(d) failure to cure arrears following demand;

(e) failure to repay the indebtedness following acceleration; and

(f) additional contractual events of default arising under the applicable loan documentation.

37. As a result of the foregoing defaults, the indebtedness secured by the Mortgages has become due and owing to the Lender. The defaults under the Loans continue.

<u>Defaults Under the 3038 Dundas Loans</u>

38. In respect of the January 2025 Loan, Levine failed to make required monthly interest payments due under the loan documentation, including payments due in or about March 2026.

39. The January 2025 Loan also incurred NSF charges, default-related charges, legal fees and other enforcement-related costs pursuant to the loan documentation.

40. By demand letter dated April 16, 2026, counsel for the Lender formally demanded payment of all indebtedness owing under the January 2025 Loan and accelerated the indebtedness secured by the 3038 Dundas Second Mortgage. Concurrently therewith, the Lender delivered a Notice of

Intention to Enforce Security pursuant to section 244 of the BIA ("**NITES**") in respect of the January 2025 Loan and the 3038 Dundas Second Mortgage. Copies of the demand letter, NITES and payout statement relating to the January 2025 Loan are attached collectively as **Exhibit "29".**

41. In respect of the June 2025 Loan, Levine similarly failed to make required monthly interest payments as they became due.

42. By demand letter dated April 16, 2026, counsel for the Lender formally demanded payment of all indebtedness owing under the June 2025 Loan and accelerated the indebtedness secured by the 3038 Dundas First Mortgage. Concurrently therewith, the Lender delivered a NITES in respect of the June 2025 Loan and the 3038 Dundas First Mortgage. Copies of the demand letter, NITES and payout statement relating to the June 2025 Loan are attached collectively as **Exhibit "30".**

<u>Defaults Under the 3039 Dundas Loan</u>

43. In addition to the payment defaults described above, the Lender also relied upon an event of default pursuant to section 9.1(p) of the 3039 CFA concerning a material adverse effect relating to Levine as guarantor. Specifically, section 9.1(p) of the 3039 CFA states that when a "Material Adverse Effect has occurred of which the Lender has given notice to the Borrower", this constitutes an Event of Default under the 3039 CFA.

44. A "Material Adverse Effect" pursuant to the 3039 CFA is defined as "a material adverse effect or a series of adverse effects, as determined by the Lender in its sole, absolute and unfettered discretion, which either individually or cumulatively, (i) constitutes a material adverse change in the business, operations, financial condition or properties of the Borrower or of any Guarantor; (ii) materially impairs the ability of the Credit Parties to timely and fully perform the Obligations, or (iii) constitutes a material adverse effect upon any substantial (as determined by the Lender acting

in it sole, absolute and unfettered discretion) portion of the assets subject to security in favour of the Lender or upon the legality, validity, binding effect, rank or enforceability of any Credit Document."

45. Credit Parties in the 3039 CFA includes the Borrower and the Guarantor (as therein defined), thus necessarily including Levine.

46. The Lender relied upon the existence of ongoing defaults by Levine under the 3038 Dundas Loans, the 1116 College Loan and the 3010-3016 Dundas Loan together with the associated enforcement proceedings and accelerated indebtedness relating thereto, as constituting a Material Adverse Effect with respect to Levine as guarantor, and thus the 3039 Dundas Loan.

47. By demand letter dated April 16, 2026, counsel for the Lender formally demanded payment of all indebtedness owing under the 3039 Dundas Loan and accelerated the indebtedness secured by the 3039 Dundas Mortgage. Concurrently therewith, the Lender delivered a NITES in respect of the 3039 Dundas Loan and the 3039 Dundas Mortgage. Copies of the demand letter, NITES and payout statement relating to the 3039 Dundas Loan are attached collectively as **Exhibit "31".**

Defaults Under the 1116 College Loan

48. In respect of the 1116 College Loan, Chase Holdings failed to make required monthly interest payments due under the loan documentation, including payments due in March 2026.

49. By demand letter dated April 16, 2026, counsel for the Lender formally demanded payment of all indebtedness owing under the 1116 College Loan and accelerated the indebtedness secured by the 1116 College Mortgage. Concurrently therewith, the Lender delivered a NITES in respect of the 1116 College Loan and the 1116 College Mortgage. Copies of the demand letter, NITES and payout statement relating to the 1116 College Loan are attached collectively as **Exhibit "32".**

Defaults Under the 3010-3016 Dundas Loan

50. In respect of the 3010-3016 Dundas Loan, Vesuvio failed to make required monthly interest payments due under the loan documentation, including payments due in March 2026.

51. By demand letter dated April 16, 2026, counsel for the Lender formally demanded payment of all indebtedness owing under the 3010-3016 Dundas Loan and accelerated the indebtedness secured by the 3010-3016 Dundas Mortgage. Concurrently therewith, the Lender delivered a NITES in respect of the 3010-3016 Dundas Loan and the 3010-3016 Dundas Mortgage. Copies of the demand letter, NITES and payout statement relating to the 3010-3016 Dundas Loan are attached collectively as **Exhibit "33".**

Indebtedness Owing Under the Loans

52. As at April 16, 2026, the amounts owing by the Respondents to the Lender under the Loans are as follows:

(a) with respect to the January 2025 Loan, approximately $2,342,521.59, exclusive of accruing interest, legal fees and enforcement costs;

(b) with respect to the June 2025 Loan, approximately $2,962,211.04, exclusive of accruing interest, legal fees and enforcement costs;

(c) with respect to the 3039 Dundas Loan, approximately $1,299,080.60, exclusive of accruing interest, legal fees and enforcement costs;

(d) with respect to the 1116 College Loan, approximately $2,199,781.92, exclusive of accruing interest, legal fees and enforcement costs; and

(e) with respect to the 3010-3016 Dundas Loan, approximately $7,355,630.09, exclusive of accruing interest, legal fees and enforcement costs.

53. The Respondents have failed to cure the defaults under the Loans as of the date of this Affidavit.

54. Copies of the payout statements for each of the Loans are contained within the respective demand letters and NITES, previously attached as Exhibits 29-33.

Other Creditors

55. As at May 26, 2026, execution searches conducted against Justin Lee Levine, Justin Lee Holdings Ltd., Junction Vesuvio Inc. and JL Chase Holdings Inc. disclosed no active writs of execution, orders or certificates of lien. Attached as **Exhibit "34"** is a copy of the relevant Writ Certificate.

56. Searches conducted under the *Personal Property Security Act* (Ontario) for the Respondents, collectively attached as **Exhibit "35"** disclose the following:

Debtor	**Secured Party**	**Registration No.**	**Collateral Description**
Justin Lee Levine	Ukrainian Credit Union Limited	20221228 1415 5064 4435	General assignment of rents dated December 29, 2022.
Justin Lee Levine	Ukrainian Credit Union Limited	20221230 1241 5064 5837	General security agreement dated December 29, 2022.
Justin Lee Levine	Ukrainian Credit Union Limited	20230518 1519 1901 9179	General security agreement and assignment of rents with respect to 1386 Queen Street West, Toronto.
Justin Lee Levine	Ukrainian Credit Union Limited	20230518 1520 1902 1631	General security agreement and assignment of rents with respect to 3074 Dundas Street West and 473 Quebec Avenue, Toronto.
Justin Lee Levine	Benson Custodian Corporation	20241025 1614 1901 8696	General security agreement and general assignment of rents re 3074 Dundas Street West and 473 Quebec Avenue, Toronto.

Justin Lee Levine	LORASONS Holdings Inc.	20251029 1620 1590 2869	Site specific general security agreement - 3074 Dundas Street West and 473 Quebec Avenue, Toronto.
Justin Lee Levine	LORASONS Holdings Inc.	20251029 1621 1590 2871	Assignment of rents - 3074 Dundas Street West and 473 Quebec Avenue, Toronto.
Justin Lee Levine / Justin Lee Holdings Ltd.	Malmac Enterprises Inc.	20250425 1424 1590 7946	General assignment of rents registered against 2243 Dundas Street West, Toronto.
Justin Lee Holdings Ltd.	Ukrainian Credit Union Limited	20240131 1654 1902 5090	General security agreement and general assignment of rents with respect to 3039 Dundas Street West, Toronto.
Justin Lee Holdings Ltd.	Ukrainian Credit Union Limited	20210520 1618 6083 1048	General security agreement and general assignment of rents and leases with respect to 995 Bloor Street West, Toronto.
Justin Lee Holdings Ltd.	Ukrainian Credit Union Limited	20210521 1223 6083 1063	General assignment of rents with respect to 995 Bloor Street West, Toronto.
Justin Lee Holdings Ltd.	Ukrainian Credit Union Limited	20211214 1634 1902 2515	General assignment of rents and leases with respect to 3039 Dundas Street West, Toronto.
Justin Lee Holdings Ltd.	Ukrainian Credit Union Limited	20211214 1656 1902 2526	General security agreement with respect to 3039 Dundas Street West, Toronto.
Justin Lee Holdings Ltd.	Ukrainian Credit Union Limited	20220511 1703 1462 3195	General security agreement and general assignment of rents and leases with respect to 2243 Dundas Street West, Toronto.
Justin Lee Holdings Ltd.	The Toronto-Dominion Bank	20180716 1105 6083 4219	General security agreement over 124 Kingsbridge Circle, Vaughan.

Junction Vesuvio Inc.	None	N/A	No PPSA registrations were disclosed against Junction Vesuvio Inc.
JL Chase Holdings Inc.	The Toronto-Dominion Bank	20191108 1416 6083 6499	General assignment of rents dated November 5, 2019.

Appointment of the Receiver

57. The Mortgages and related loan documentation provide the Lender with the right to enforce the Security and seek the appointment of a receiver upon default.

58. In my view, the appointment of the Receiver over the Properties is just and convenient in the circumstances, because:

(a) the Respondents are in default of their obligations under the Loans and the related Security, and such default is continuing;

(b) the indebtedness owing to the Lender is substantial and continues to accrue interest, legal fees, enforcement costs and other amounts pursuant to the Loan documentation and Security;

(c) despite the delivery of the demand letters and NITES pursuant to each of the Loans, the Respondents have failed to cure the defaults or repay the indebtedness owing under the Loans;

(d) the documents relating to the Loans and the Security provide for the appointment of a receiver upon default;

(e) the Properties are mixed-use commercial and residential properties containing numerous retail, commercial and residential tenants, such that centralized management and oversight of the Properties and rental income is necessary;

(f) the appointment of a receiver is necessary to preserve and protect all of the Properties; and

(g) the appointment of a receiver will facilitate an orderly and court-supervised realization upon the Properties for the benefit of the Lender and any other stakeholders.

59. Further, given the number of Properties, the multiple Loans, the continuing defaults and the ongoing accrual of interest and enforcement costs, I believe that the appointment of the Receiver is necessary and appropriate to stabilize and preserve the Properties and the Lender's security position, to prevent any deterioration.

60. Given the continued failure to repay the Loans, the Lender has lost confidence in the Respondents' ability or willingness to fulfill their obligations. The Lender is left with no reasonable alternative but to seek the appointment of a receiver to preserve and protect its security and to ensure the orderly realization of the Properties for the benefit of the Lender and other stakeholders.

The Consent of the Receiver

61. AGI has consented to its appointment as Receiver, and a copy of AGI's consent to act is attached as **Exhibit "36".**

62. I make this Affidavit in support of the within Application and for no other or improper purpose.

SWORN remotely by Rafael Alter, at the City of Vaughan, in the Province of Ontario, before me on the 28th day of May, 2026, in accordance with *O. Reg. 431/20*, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
(or as may be)

Gabriel Krikunez

RAFAEL ALTER

THIS IS **EXHIBIT "1"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

Transaction Number: APP-A11042419570
Report Generated on February 18, 2026, 11:15

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

EXTEND FINANCIAL LTD. as of February 18, 2026

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	EXTEND FINANCIAL LTD.
Ontario Corporation Number (OCN)	2787798
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	October 28, 2020
Registered or Head Office Address	61 Wildcat Road, Toronto, Ontario, M3J 2P5, Canada

Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	RAFAEL ALTER
Address for Service	360 Sugar Maple Court, Richmond Hill, Ontario, L4C 4C5, Canada
Resident Canadian	Yes
Date Began	October 28, 2020

Name	YUVAL BARZAKAY
Address for Service	61 Wildcat Road, Toronto, Ontario, M3J 2P5, Canada
Resident Canadian	Yes
Date Began	October 28, 2020

Active Officer(s)

Name	RAFAEL ALTER
Position	President
Address for Service	360 Sugar Maple Court, Richmond Hill, Ontario, L4C 4C5, Canada
Date Began	October 28, 2020

Name	YUVAL BARZAKAY
Position	Chairman
Address for Service	61 Wildcat Road, Toronto, Ontario, M3J 2P5, Canada
Date Began	October 28, 2020

Name	YUVAL BARZAKAY
Position	Chief Executive Officer
Address for Service	61 Wildcat Road, Toronto, Ontario, M3J 2P5, Canada
Date Began	October 28, 2020

Corporate Name History

Name	EXTEND FINANCIAL LTD.
Effective Date	March 29, 2022
Previous Name	BANKRIGHT FINANCIAL LTD.
Effective Date	October 28, 2020

Active Business Names

Name	EXTEND FINANCIAL
Business Identification Number (BIN)	1000246184
Registration Date	June 29, 2022
Expiry Date	June 28, 2027

Name	BANKRIGHT FINANCIAL
Business Identification Number (BIN)	1000160070
Registration Date	March 29, 2022
Expiry Date	March 28, 2027

Expired or Cancelled Business Names

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

Document List

Filing Name	Effective Date
Annual Return - 2023 PAF: YUVAL BARZAKAY	June 15, 2023
Annual Return - 2022 PAF: YUVAL BARZAKAY	June 15, 2023
Archive Document Package	June 16, 2022
BCA - Articles of Amendment	March 29, 2022
BCA - Articles of Incorporation	October 28, 2020

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

THIS IS **EXHIBIT "2"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28^{TH}
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

Transaction Number: APP-A11118875940
Report Generated on May 04, 2026, 12:43

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

JUSTIN LEE HOLDINGS LTD. as of May 04, 2026

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	JUSTIN LEE HOLDINGS LTD.
Ontario Corporation Number (OCN)	1359069
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	June 04, 1999
Registered or Head Office Address	7b Pleasant Blvd, Suite 966, Toronto, Ontario, M4T 1K2, Canada

Minimum Number of Directors	1
Maximum Number of Directors	9

Active Director(s)

Name	JUSTIN L. LEVINE
Address for Service	7b Plesant Blvd, 966, Toronto, Ontario, M4T 1K2, Canada
Resident Canadian	Yes
Date Began	August 02, 2012

Active Officer(s)

Name	SHARON KRAMER
Position	Secretary
Address for Service	7b Plesant Blvd, 966, Toronto, Ontario, M4T 1K2, Canada
Date Began	August 02, 2012

Name	SHARON KRAMER
Position	Treasurer
Address for Service	7b Pleasant Blvd, 966, Toronto, Ontario, M4T 1K2, Canada
Date Began	August 02, 2012

Name	JUSTIN LEVINE
Position	President
Address for Service	7b Pleasant Blvd, 966, Toronto, Ontario, M4T 1K2, Canada
Date Began	June 04, 1999

Corporate Name History

Name	JUSTIN LEE HOLDINGS LTD.
Effective Date	June 28, 2012
Previous Name	GROOVE MUSIC CANADA INC.
Effective Date	June 04, 1999

Active Business Names

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

Expired or Cancelled Business Names

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

Document List

Filing Name	Effective Date
Archive Document Package	March 25, 2026
CIA - Notice of Change PAF: Justin LEVINE	March 04, 2022
CIA - Notice of Change PAF: Justin LEVINE	February 28, 2022
Annual Return - 2020 PAF: SHARON KRAMER - DIRECTOR	June 28, 2020
Annual Return - 2019 PAF: SHARON KRAMER - DIRECTOR	October 20, 2019
Annual Return - 2018 PAF: SHARON KRAMER - DIRECTOR	September 30, 2018
Annual Return - 2017 PAF: SHARON KRAMER - DIRECTOR	September 17, 2017
Annual Return - 2016 PAF: SHARON KRAMER - DIRECTOR	June 12, 2016
Annual Return - 2015 PAF: SHARON KRAMER - DIRECTOR	June 06, 2015
CIA - Notice of Change PAF: JUSTIN LEE LEVINE - OFFICER	May 11, 2015
Annual Return - 2014 PAF: SHARON KRAMER - DIRECTOR	May 18, 2014
Annual Return - 2013 PAF: JUSTIN LEVINE - DIRECTOR	October 12, 2013
Annual Return - 2012 PAF: JUSTIN LEVINE - DIRECTOR	December 08, 2012

CIA - Notice of Change PAF: DAVIDE J DI IULIO - OTHER	August 02, 2012
BCA - Articles of Amendment	June 28, 2012
Annual Return - 2011 PAF: JUSTIN LEVINE - DIRECTOR	June 09, 2012
Annual Return - 2010 PAF: JUSTIN LEVINE - DIRECTOR	August 27, 2011
Annual Return - 2009 PAF: JUSTIN LEVINE - DIRECTOR	June 19, 2010
Annual Return - 2008 PAF: JUSTIN LEVINE - DIRECTOR	November 22, 2008
Annual Return - 2007 PAF: JUSTIN LEVINE - DIRECTOR	March 16, 2008
Annual Return - 2006 PAF: JUSTIN LEVINE - DIRECTOR	July 07, 2007
CIA - Notice of Change PAF: KATE HENDERSON - OTHER	October 13, 2006
Annual Return - 2005 PAF: JUSTIN LEVINE - DIRECTOR	September 03, 2005
Annual Return - 2003 PAF: JUSTIN LEVINE - DIRECTOR	October 23, 2004
Annual Return - 2002 PAF: JUSTIN LEVINE - DIRECTOR	October 11, 2003
Annual Return - 2001 PAF: JUSTIN LEVINE - DIRECTOR	November 03, 2002
Annual Return - 2001 PAF: JUSTIN LEVINE - DIRECTOR	September 22, 2002
Annual Return - 2000 PAF: JUSTIN LEVINE - DIRECTOR	May 28, 2001

CIA - Initial Return PAF: JUSTIN LEVINE - DIRECTOR	February 06, 2001
CIA - Initial Return PAF: JUSTIN L. LEVINE - DIRECTOR	January 11, 2000
BCA - Articles of Incorporation	June 04, 1999

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

THIS IS **EXHIBIT "3"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

Transaction Number: APP-A11118873612
Report Generated on May 04, 2026, 12:42

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

JUNCTION VESUVIO INC. as of May 04, 2026

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	JUNCTION VESUVIO INC.
Ontario Corporation Number (OCN)	2818256
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	February 23, 2021
Registered or Head Office Address	Attention/Care of JUSTIN LEE LEVINE, 7b Pleasant Blvd., Unit 966, Toronto, Ontario, M4T 1K2, Canada

Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	JUSTIN LEE LEVINE
Address for Service	7b Pleasant Blvd., Unit 966, Toronto, Ontario, M4T 1K2, Canada
Resident Canadian	Yes
Date Began	February 23, 2021

Active Officer(s)

Name	JUSTIN LEE LEVINE
Position	President
Address for Service	7b Pleasant Blvd., Unit 966, Toronto, Ontario, M4T 1K2, Canada
Date Began	February 23, 2021

Corporate Name History

Name	JUNCTION VESUVIO INC.
Effective Date	February 23, 2021

Active Business Names

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

Expired or Cancelled Business Names

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

Document List

Filing Name	Effective Date
Annual Return - 2025 PAF: JUSTIN LEE LEVINE	March 30, 2026
Annual Return - 2024 PAF: JUSTIN LEE LEVINE	March 30, 2026
Annual Return - 2023 PAF: JUSTIN LEE LEVINE	March 30, 2026
Annual Return - 2022 PAF: JUSTIN LEE LEVINE	March 30, 2026
Archive Document Package	March 25, 2026
CIA - Initial Return PAF: JUSTINE LEE LEVINE - DIRECTOR	April 12, 2021
BCA - Articles of Incorporation	February 23, 2021

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

THIS IS **EXHIBIT "4"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

JL CHASE HOLDINGS INC. as of May 04, 2026

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	JL CHASE HOLDINGS INC.
Ontario Corporation Number (OCN)	2601901
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	October 18, 2017
Registered or Head Office Address	7b Pleasant Boulevard, 966, Toronto, Ontario, M4T 1K2, Canada

Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	JUSTIN LEE LEVINE
Address for Service	7b Pleasant Boulevard, 966, Toronto, Ontario, M4T 1K2, Canada
Resident Canadian	Yes
Date Began	October 18, 2017

Active Officer(s)

Name	JUSTIN LEE LEVINE
Position	President
Address for Service	7b Pleasant Boulevard, 966, Toronto, Ontario, M4T 1K2, Canada
Date Began	October 18, 2017

Name	JUSTIN LEE LEVINE
Position	Secretary
Address for Service	7b Pleasant Boulevard, 966, Toronto, Ontario, M4T 1K2, Canada
Date Began	October 18, 2017

Name	JUSTIN LEE LEVINE
Position	Treasurer
Address for Service	7b Pleasant Boulevard, 966, Toronto, Ontario, M4T 1K2, Canada
Date Began	October 18, 2017

Corporate Name History

Name	JL CHASE HOLDINGS INC.
Effective Date	October 18, 2017

Active Business Names

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

Expired or Cancelled Business Names

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

Document List

Filing Name	Effective Date
Archive Document Package	March 24, 2026
Annual Return - 2020 PAF: JUSTIN LEVINE - DIRECTOR	September 06, 2020
Annual Return - 2019 PAF: JUSTIN LEVINE - DIRECTOR	August 11, 2019
Annual Return - 2018 PAF: JUSTIN LEVINE - DIRECTOR	September 30, 2018
CIA - Initial Return PAF: JUSTIN LEE LEVINE - DIRECTOR	September 17, 2018
BCA - Articles of Incorporation	October 18, 2017

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

THIS IS **EXHIBIT "5"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND REGISTRY OFFICE #66

10518-0692 (LT)

PREPARED FOR rcheung01
ON 2026/05/04 AT 14:58:08

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

PROPERTY DESCRIPTION: LT 12 PL 787 WEST TORONTO JUNCTION; TORONTO , CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:	RECENTLY:	PIN CREATION DATE:
FEE SIMPLE LT CONVERSION QUALIFIED	FIRST CONVERSION FROM BOOK	2001/11/26

OWNERS' NAMES	CAPACITY	SHARE
LEVINE, JUSTIN LEE	ROWN	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) ***						
***SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:*						
****	*SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES **					
****	*AND ESCHEATS OR FORFEITURE TO THE CROWN.*					
****	*THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF*					
****	*IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY*					
****	*CONVENTION.*					
****	*ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.*					
***DATE OF CONVERSION TO LAND TITLES: 2001/11/26 ***						
CA721037	2001/04/24	AGREEMENT				C
E483661	2001/12/03	TRANSFER		LEVINE, JUSTIN LEE	LEVINE, LESLIE	C
AT2403428	2010/06/04	TRANSFER	$2	LEVINE, LESLIE	LEVINE, LESLIE LEVINE, JUSTIN LEE	C
AT2518437	2010/10/01	APL OF SURV-LAND		LEVINE, LESLIE	LEVINE, JUSTIN LEE	C
AT2557021	2010/11/22	NO CHNG ADDR OWNER		LEVINE, JUSTIN LEE		C
AT6743116	2025/01/24	CHARGE	$2,100,000	LEVINE, JUSTIN LEE	EXTEND FINANCIAL LTD.	C
AT6849125	2025/06/27	CHARGE	$2,800,000	LEVINE, JUSTIN LEE	EXTEND FINANCIAL LTD.	C
AT6849126	2025/06/27	POSTPONEMENT		EXTEND FINANCIAL LTD.	EXTEND FINANCIAL LTD.	C
REMARKS: AT6743116 TO AT6849125						
AT7017153	2026/02/27	NOTICE	$2	LEVINE, JUSTIN LEE	EXTEND FINANCIAL LTD.	C

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

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #66

10518-0692 (LT)

PREPARED FOR rcheung01
ON 2026/05/04 AT 14:58:08

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: AT6743116						

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.

THIS IS **EXHIBIT "6"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

Ontario ServiceOntario

LAND REGISTRY OFFICE #66

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

21361-0448 (LT)

PREPARED FOR rcheung01
ON 2026/05/04 AT 15:00:46

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

PROPERTY DESCRIPTION: PT LT 19 BLK 22 PL 553 WEST TORONTO JUNCTION AS IN CA424267; S/T & T/W CA424267; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2002/12/16

OWNERS' NAMES: JUSTIN LEE HOLDINGS LTD.
CAPACITY: ROWN
SHARE:

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) ***						
***SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:*						
*** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES **						
*** AND ESCHEATS OR FORFEITURE TO THE CROWN.*						
*** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF*						
*** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY*						
*** CONVENTION.*						
*** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.*						
***DATE OF CONVERSION TO LAND TITLES: 2002/12/16 ***						
AT4970956	2018/09/28	TRANSFER	$1,875,000	PROVENZANO, ENRICO	JUSTIN LEE HOLDINGS LTD.	C
REMARKS: PLANNING ACT STATEMENTS.						
AT6506321	2024/01/31	CHARGE	$5,070,000	JUSTIN LEE HOLDINGS LTD.	UKRAINIAN CREDIT UNION LIMITED	C
AT6506322	2024/01/31	NO ASSGN RENT GEN		JUSTIN LEE HOLDINGS LTD.	UKRAINIAN CREDIT UNION LIMITED	C
REMARKS: AT6506321						
AT6840970	2025/06/17	CHARGE	$1,250,000	JUSTIN LEE HOLDINGS LTD.	EXTEND FINANCIAL LTD.	C

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

THIS IS **EXHIBIT "7"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

Ontario ServiceOntario

LAND REGISTRY OFFICE #66

21309-0311 (LT)

PREPARED FOR rcheung01
ON 2026/05/04 AT 15:01:16

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

PROPERTY DESCRIPTION: PT LT 11-12 PL 1265 CITY WEST AS IN WG136593; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2003/04/28

OWNERS' NAMES
JL CHASE HOLDINGS INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) ***						
***SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:*						
**	*SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES **					
**	*AND ESCHEATS OR FORFEITURE TO THE CROWN.*					
**	*THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF*					
**	*IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY*					
**	*CONVENTION.*					
**	*ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.*					
***DATE OF CONVERSION TO LAND TITLES: 2003/04/28 ***						
AT5113555	2019/04/12	TRANSFER	$1,712,000	KWAN, SUE PO KAM	JL CHASE HOLDINGS INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AT6828538	2025/05/30	CHARGE	$2,100,000	JL CHASE HOLDINGS INC.	EXTEND FINANCIAL LTD.	C

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

THIS IS **EXHIBIT "8"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #66

10518-0702 (LT)

PREPARED FOR rcheung01
ON 2026/05/04 AT 14:59:49

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

PROPERTY DESCRIPTION: PT LT 63 PL 603 WEST TORONTO JUNCTION AS IN WT91276; TORONTO , CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2001/11/26

OWNERS' NAMES
JUNCTION VESUVIO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) ***						
***SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:*						
*** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES **						
*** AND ESCHEATS OR FORFEITURE TO THE CROWN.*						
*** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF*						
*** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY*						
*** CONVENTION.*						
*** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.*						
***DATE OF CONVERSION TO LAND TITLES: 2001/11/26 ***						
AT5694244	2021/03/31	TRANS PERSONAL REP	$4,500,000	PUGLIESE, RITA PUGLIESE, ETTORE PUGLIESE, ALESSIA	JUNCTION VESUVIO INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AT6817059	2025/05/16	CHARGE	$6,995,000	JUNCTION VESUVIO INC.	EXTEND FINANCIAL LTD.	C

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

THIS IS **EXHIBIT "9"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #66

10518-0701 (LT)

PREPARED FOR rcheung01
ON 2026/05/04 AT 14:58:52

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

PROPERTY DESCRIPTION: PT LT 63 PL 603 WEST TORONTO JUNCTION AS IN CT549933; TORONTO , CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2001/11/26

OWNERS' NAMES
JUNCTION VESUVIO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) ***						
***SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:*						
**	*SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES **					
**	*AND ESCHEATS OR FORFEITURE TO THE CROWN.*					
**	*THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF*					
**	*IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY*					
**	*CONVENTION.*					
**	*ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.*					
***DATE OF CONVERSION TO LAND TITLES: 2001/11/26 ***						
AT5694244	2021/03/31	TRANS PERSONAL REP	$4,500,000	PUGLIESE, RITA PUGLIESE, ETTORE PUGLIESE, ALESSIA	JUNCTION VESUVIO INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AT6817059	2025/05/16	CHARGE	$6,995,000	JUNCTION VESUVIO INC.	EXTEND FINANCIAL LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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THIS IS **EXHIBIT "10"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND REGISTRY OFFICE #66

10518-0700 (LT)

PREPARED FOR rcheung01
ON 2026/05/04 AT 15:00:15

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

PROPERTY DESCRIPTION: PT LT 62 PL 603 WEST TORONTO JUNCTION AS IN CA325083; TORONTO , CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2001/11/26

OWNERS' NAMES	CAPACITY	SHARE
JUNCTION VESUVIO INC.	ROWN	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) ***						
***SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:*						
****	*SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES **					
****	*AND ESCHEATS OR FORFEITURE TO THE CROWN.*					
****	*THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF*					
****	*IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY*					
****	*CONVENTION.*					
****	*ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.*					
***DATE OF CONVERSION TO LAND TITLES: 2001/11/26 ***						
AT6134403	2022/07/18	TRANSFER	$2,475,000	LOCALPHARM LTD.	JUNCTION VESUVIO INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AT6817059	2025/05/16	CHARGE	$6,995,000	JUNCTION VESUVIO INC.	EXTEND FINANCIAL LTD.	C

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

THIS IS **EXHIBIT "11"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

Extend Financial
formerly BankRight

Mortgage Commitment

BR-OPP-0006143

Approval Date:	01/20/2025
Approval Type:	HELOC (“Mortgage Home Equity Line of Credit”)
Approved Amount:	$2,100,000.00 (your “Approved Credit Limit” or “Principal Maximum Amount”)
Closing Date:	On or before 01/22/2025
Interest Adjustment Date:	First of the month following closing. *(Your closing date is the “Request for Funds” date.)*
Initial Draw Amount:	$______________________ *(Set the amount of your first draw at closing.)*
Lender:	Extend Financial Ltd.

Parties to the Loan

All persons or entities listed below are “Parties to the Loan.”

Borrower(s): Justin Levine

If your name is not spelled correctly above, or if the name used above does not match your legal identification documents, please do not sign this document. Please provide the correct information to your broker/agent and a new loan commitment will be generated. Incorrect spelling or incomplete names can cause delays at closing and/or issues for your lawyer or title insurance provider.

Please provide contact information for your account. A valid email address is required for a HELOC.

Main Email: → stardustpictures@gmail.com *(Required: please print clearly.)*

Main Telephone: → 4165594010 *(Required: please print clearly.)*

- We will be using the email address above to send your monthly statements to you.
- This is also the email account that will be linked to your online portal account for draws & payments.

The Security

All properties listed below are being mortgaged form the Security for the Loan.

Security:	Property 1
Priority:	2nd Position Mortgage Charge
Security Address:	3038-3042 Dundas St W Toronto, ON, M6P1Z3
Occupancy:	Investment

Terms & Conditions

Your Loan Term, Fees, Rate & Payment

Term:	• Twelve (12) Months
Max Approved LTV:	• 60.00%
Commitment Fee:	• 2.50% of the Principal Maximum Amount - Fully earned upon signing this commitment.
Rush Fee:	• $2,500.00 - Fully earned upon signing this commitment.
Deposit on Legal Fee:	• $750.00 must be received by e-transfer to retainer@gklaw.ca.
Determination of	• 5.45% + 6.79% = 12.24% effective 01/20/2025.

JL

Initials of all Parties to the Loan (Required)

- Your loan bears interest at an adjustable interest rate that is the **greater** of 12.24% **or** the Prime Rate plus the spread of 6.79%.
- Your rate will be adjusted when there has been a change in the Prime Rate.
- "Prime Rate" means the annual variable interest rate publicly announced by Bank of Montreal that may change from time to time.

Prepayment Privilege:

- Your loan is open to repayment in full or in part at any time. Refer to Schedule A for notice requirements for a full discharge.

Monthly Payments:

- Interest is calculated monthly based on your daily outstanding balance at the interest rate in effect on each day of the month, not in advance.
- Interest-only payments are due on the 1st of the month.

Standard Charge Terms:

- Dye and Durham 200033

Schedule:

- The lender's solicitor's standard form of mortgage schedule shall form a part of the charge.

Lender's Solicitor:

- The Lender shall retain its own solicitor and the borrower shall retain its own, both solicitors to be paid by borrower.
- Lender's solicitor fees are $2,249.00 plus HST plus disbursements plus the cost of title insurance. **Broker/Agent:** please include these costs on your disclosure.
- Additional Properties will attract additional legal fees.
- Corporately owned properties will attract additional legal fees.
- Any security documentation required in addition to the basic mortgage documentation will attract additional legal fees.

Borrower's Solicitor:

- TBD: Please provide name and contact information with signed commitment.

Taxes and Insurance:

- Property taxes for the security as well as personal or corporate income tax and HST (if applicable) for all Parties to the Loan are to be in good standing and paid up to date on the day of closing.
- The Parties to the Loan shall at all times maintain the taxes and insurance in good standing, failing which, the lender may pay the taxes and/or obtain insurance on the parties' behalf and demand immediate of the same from any of the Parties to the Loan.
- The Parties to the Loan undertake to provide the Lender, no less than annually, proof that the final property tax bill of the year has been paid in full. In addition, the Parties to the Loan undertake to provide the Lender with the annual insurance renewal document no later than 10 days prior to renewal of the policy.
- Failure by the Parties to the Loan to provide confirmation of tax or insurance documentation on demand or to repay the lender's expenses on account of the payment of taxes and insurance plus its administrative costs shall be deemed a breach of the mortgage allow the lender to enforce the mortgage in the same manner as it would for unpaid principal and interest.

Insurance :

- The borrower is to obtain and maintain fire and public liability insurance.
- The lender is to be noted as SECOND LOSS PAYEE and ADDITIONAL INSURED on the insurance policy.
- The policy must include the standard mortgage clause and be in an amount equal to or greater than the principal amount or replacement costs guaranteed but remains to be determined at the lender's discretion as to sufficiency.
- Deductible must not exceed $5,000.00.

Conditions Required by the Lender

Property 1:

1. The value of the property located at 3038-3042 Dundas St W, Toronto, ON, M6P1Z3 must be at least $7,400,000.00 as per lender's determination. A satisfactory current appraisal by a member in good standing of the Appraisal Institute of Canada must be directed to the lender to verify the property value to the satisfaction of the Lender. The cost of the appraisal is for the borrower's account.

2. A subsequent new or updated Current 'Appraisal Institute of Canada' Appraisal directed to the lender to verify value at the Sole and Unfettered discretion of the Lender must be received every 2 years from the appraisal date as a condition of renewal.
3. The balance or credit limit of the current 1st position mortgage outstanding on 3038-3042 Dundas St W, Toronto, ON, M6P1Z3 must not exceed $2,322,000.00 and must be in good standing. A current statement will be required.
4. No subsequent financing is permitted on 3038-3042 Dundas St W, Toronto, ON,M6P1Z3.

Additional Conditions:

5. Your mortgage broker/agent must return the following documents to the Lender no later than the commitment expiration date below.
   a. Signed commitment.
   b. Signed Lender's Schedule A.
   c. Valid identification for all Parties to the Loan.
   d. Signed borrower disclosure (with the broker/agent acting for both the borrower and the lender, not to the preference of either), with itemized cost of borrowing including legal, costsannual fee, wire, etc.;
   e. Signed complete application that matches the final terms of this loan and includes all Parties to the Loan;
   f. Signed letters of direction; and
   g. The borrowers' solicitor's name and contact information.
   h. PDF copy of the Interac Transfer Email borrower receives when making Retainer and/or Deposit payments.
6. E-signature is acceptable to the Lender however all Parties to the Loan must use a unique e-mail address. **Broker/Agent:** E-signatures must be able to be validated by the lender. Please include the e-signature audit report or envelope. If e-signatures cannot be validated, a final wet ink version of all signatures will be required at closing.
7. The Lender's solicitor will require confirmation of Canadian citizenship or permanent residence status (or in the case of a corporate borrower or guarantor Canadian control) for all Parties to the Loan.
8. A pre-authorized debit agreement and void cheque for a Canadian bank account owned by one or more Parties to the Loan will be required.
9. The mortgage shall contain a clause that in the event sale or transfer of any of the property or any part thereof, the mortgage may be due and payable in full at the lender's sole and absolute discretion.
10. The mortgage/commitment is assignable by the lender without requirement for consent form the borrower.
11. The mortgage is not portable and is not assignable by the borrower and is not assumable.
12. Payment received after 1:00 PM shall be deemed to have been received on the following business day.
13. A Lender's title insurance policy will be ordered by the Lender's solicitor at borrower's expense.
14. Documents cannot be signed under Power of Attorney without advance notice, review, and the Lender's specific consent. The Lender reserves the right to decline to accept Power of Attorney.
15. Independent Legal Advice is required in the event the loan proceeds are for the benefit of any party not executing the mortgage.

The Lender reserves the right to request more information about the security or Parties to the Loan (as needed) and/or conduct an interview with any of the Parties to the Loan prior to closing.

Acceptance

Please signify your agreement to the foregoing by executing the duplicate copy here of and returning same for our solicitor. This commitment is void if not accepted by 01/27/2025.

Dated at Toronto this 20th day of January, 2024.

Justin Levine
Borrower: Justin Levine

stardustpictures@gmail.com
Justin Levine Unique Email

LENDER: Extend Financial Ltd.

Extend Financial

61 Wildcat Road
Toronto, Ontario, Canada M3J 2P5
www.ExtendFinancial.com

Mortgage Loan Renewal Agreement

Extend File Number: **BR.0006143**

February 19, 2026

Dear: Justin Lee Levine,

We are pleased to offer you a mortgage loan renewal for the Property(s) listed below. To help make the renewal process as easy for you as possible, please do the following:

1. Carefully read this renewal offer which includes terms, conditions, and charges that may differ from your current loan, along with the updated Schedule A provided.
2. The mortgage broker acting for you in this transaction will prepare a disclosure and provide you with advice regarding the suitability of this renewal for you.
3. If you require legal or tax advice regarding this renewal, please consult with your solicitor or accountant.
4. Return any documents required by us as listed below.
5. Sign this renewal offer and return it to us via the mortgage broker acting for you.

Parties to the Transaction	
Borrower:	Justin Lee Levine
Lender:	Extend Financial Ltd.
Property(s) Secured	
Collateral Type:	Single Property
Main Property Address: (the "Property") **(Main)** Loan Priority: **(Main)** Occupancy:	3038-3042 Dundas St W Toronto, ON M6P1Z3 2nd Position Mortgage Charge Investment
Your Current Mortgage Loan Details	
Mortgage Type:	HELOC
Current Term (Months):	12, open to prepayment in full or in part at any time
Current Term Maturity Date:	February 1, 2026
Principal Maximum Amount:	$2,100,000.00 ("Credit Limit")
Current Interest Rate:	12.24% per annum, calculated daily on outstanding balance
Rate Type:	Variable
Amortization:	Interest Only
Payment Type:	Interest Only
Payment Frequency:	Monthly
Current Outstanding Principal:	$2,100,000.00 (as of the date of this offer)
Current Available Credit:	$0.00 (as of the date of this offer)
Outstanding Charges Payable:	$0.00 (as of the date of this offer)
Prepaid Interest in Reserve:	$0.00 (as of the date of this offer)
Unpaid Interest:	$0.00 (to next payment date)
Any regular payments, lump sum payments on principal, draws, or charges levied between now and the maturity date may result in changes to the current balances shown above. If the changes are material, a new renewal offer may need to be prepared.	

All Borrowers/Guarantors are to initial each page of this offer:

JL
Justin Lee Levine

Your Mortgage Loan Renewal Offer	
New Term (Months):	12, open to prepayment in full or in part at any time
New Maturity Date:	February 1, 2027
New Interest Rate:	BMO prime (currently 4.45%) plus the spread of 7.79%. The adjustable interest rate is the **greater** of 12.24% (the "floor rate") or prime rate plus the spread of 7.79% and will be adjusted when there has been a change in the Prime Rate.
Rate Type:	Variable
Amortization:	Interest Only
Payment Type:	Interest Only
Payment Frequency:	Monthly
New Monthly Interest Payment (estimated):	$21,830.79 (assumes full drawdown of your full credit limit, at the renewal rate above, during a 31-day month)
Renewal Fee:	$84,000.00 (4% of credit limit), fully earned upon signing this renewal agreement. 74,000 will be credited back if loans BR.0006143 and BR.007697 are fully discharged on or before March 16, 2026
Due Date of Renewal Fee:	February 1, 2026
New Payment Commences:	March 1, 2026
Renewal Offer Expiry Date:	February 26, 2026

- The renewal fee shown above is due on February 1, 2026 which is the maturity date of the current term.
- If you have remaining credit available to you on your Extend line of credit, you may use this to pay the renewal fee. If not, Extend will send you a pre-authorized debit form for the payment to be taken from your bank account on file.
- The annual fee of $749.00 is also due on the maturity date of the term and will be collected with your monthly payment due on that date.
- Your mortgage broker will confirm the total cost of borrowing over the term and the APR or annual percentage rate of the new term.

All other terms and conditions of the existing mortgage remain unchanged including but not limited to the lender's existing requirements regarding insurance, property taxes and condo fees.

Extend Financial's lawyer will be registering an amendment to your registered charge to reflect the changes outlined above. The cost for this re-registration is estimated to be $931.73. Your signature on this renewal offer constitutes your consent for Extend Financial to instruct Extend Financial's lawyer to register the required amendments and for Extend Financial to pay the legal fees from your available credit or from the renewal fees paid by you via pre-authorized debit.

The total of the renewal fees, any broker fees, and the legal fees being levied resulting from your acceptance of this renewal (hereafter "total renewal fees") is due on February 1, 2026. Upon your execution of this agreement, if the total renewal fees are not paid in full by February 1, 2026, they will become interest-bearing at the rate prevailing at that date.

If you are signing this renewal electronically, a complete copy of the e-signature envelope must be attached. All borrowers must have a unique email address to be able to sign electronically. If the e-signature envelope cannot be verified, please sign this agreement using paper and ink and return the executed document(s) to your broker.

Documents required for renewal:

All Borrowers/Guarantors are to initial each page of this offer:

JL

Justin Lee Levine

1. This agreement and schedule A, executed by all parties to the transaction.
2. Borrower disclosure, executed by all parties to the transaction.
3. An updated credit bureau report and application (broker to collect and provide).
4. A legible image or scan of your current photo ID.
5. An updated Purview report (broker to provide) and parcel register (Extend to order). If the parcel register shows new encumbrances registered after the original funding date of the Extend mortgage, additional information may be required.
6. An updated appraisal will be required during the term. Extend may rely on an appraisal that is no more than two years old. Your appraisal is dated October 10, 2024 and will expire prior to the maturity date of this new term. By signing this renewal, you agree to provide Extend with an updated appraisal (to Extend standards) no later than October 10, 2026. The cost of the updated appraisal is for your account. Your broker will include this cost in their disclosure.
7. Since your mortgage with us is a second mortgage, Extend requires a current-dated statement from: **(Main Property)** Extend, confirming that your existing first mortgage balance is not greater than $2,800,000.00.
8. Your most recently issued property tax bill confirming that property taxes and any other municipal levies (e.g. water arrears) are paid in full.
9. Confirmation that your fire insurance is in force in accordance with Extend policies for,
   Main Property Address: 3038-3042 Dundas St W, Toronto, ON, M6P1Z3
10. If the current loan is not discharged on or before March 16, 2026, Extend Financial will pull credit for renewal purposes.
11. Any other items required by Extend.

Please signify your agreement to the foregoing by executing this agreement. This renewal agreement is void if not accepted by February 26, 2026.

Signed at toronto, Ontario, this 27th day of Feb., 2026.

Signed by:
Justin Levine
4630508873BD41F
Justin Lee Levine

All Borrowers/Guarantors are to initial each page of this offer:

JL
Justin Lee Levine

THIS IS **EXHIBIT "12"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

DEMAND CREDIT FACILITY AGREEMENT

BETWEEN:

EXTEND FINANCIAL LTD., a corporation incorporated pursuant to the laws of the Province of Ontario, hereinafter referred to as the ("**Lender**")

AND

JUSTIN LEE LEVINE, individual residing in the City of Toronto, in the Province of Ontario and hereinafter referred to as (collectively and individually as the context may require, the "**Borrower**")

WHEREAS the Borrower has requested that the Lender make a credit facility available to her/him for personal consumption purposes and as they otherwise deem necessary;

AND WHEREAS the Lender has agreed to make the credit facility available to the Borrower on the terms and conditions herein provided for:

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 Unless the context otherwise requires, the following expressions will have the respective meanings hereinafter set forth:

(a) "**Applicable Law**" means, in respect of any Person, property, transaction or event, all applicable statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards in each case to the extent having the force of law, or any provisions of such laws, including general principles of common and civil law and equity or policies or guidelines, to the extent such policies or guidelines have the force of law;

(b) "**Business Day**" means each day other than a Saturday, Sunday or any other day on which the chartered banks are not open for business in the Province of Québec or Ontario.

(c) "**Credit Documents**" means, collectively, this Agreement, the Security Documents and all other agreements, documents and instruments required or contemplated herein to be provided by the Borrower, the Guarantor or any other person as the same may be amended, restated, supplemented, otherwise modified or replaced;

(d) "**Credit Facility**" is defined in Section 2 hereof;

(e) "**Credit Facility Limit**" means the sum of $2,100,000.00;

(f) "**Credit Parties**" means, collectively, the Borrower and the Guarantor, if any, and "**Credit Party**" means any one of the Credit Parties;

(g) "**Event of Default**" has the meaning attributed to it in Section 9.1;

(h) “**Governmental Entity**” means any (i) federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) any crown corporation incorporated by the foregoing; (iii) any subdivision or authority of any of the foregoing; or (iv) any quasi-governmental, judicial or administrative body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above;

(i) “**Loans**” has the meaning attributed to in Section 2.1;

(j) “**Material Adverse Effect**” means a material adverse effect or a series of adverse effects, as determined by the Lender in its sole, absolute, unfeterred and arbitrary discretion, which either individually or cumulatively, (i) constitutes a material adverse change in the business, operations, financial condition or properties of a Borrower; (ii) could materially impair the ability of a Borrower to timely and fully perform the Obligations, or (iii) could materially impair the ability of the Lender to recover under or to enforce its rights and remedies under this Agreement or the Security Documents;

(k) “**Obligations**” means at any time (i) all direct and indirect, contingent and absolute obligations and liabilities of the Borrower to the Lender under or in connection with this Agreement and the other Credit Documents, at such time, specifically including the Loans, all accrued and unpaid interest thereon, and all fees, expenses and other amounts payable pursuant to this Agreement and the other Credit Documents; (ii) all direct and indirect, contingent and absolute obligations and liabilities of any Guarantor in respect of any other indebtedness to or loan given by the Lender regardless of whether such loan or indebtedness is related to the Loans or not related at all; provided that if otherwise specified or required by the context, “**Obligations**” shall mean any portion of the foregoing;

(l) “**Person**” means and includes an individual, a partnership, a corporation, a joint stock company, a trust, an unincorporated association, a joint venture or other entity, or a Governmental Entity, or any agency or political subdivision thereof, and the executors, administrators or other legal representatives of an individual in such capacity;

(m) “**Security Documents**” means any and all agreements, deeds, instruments and other documents entered into at any time by the Credit Parties and evidencing or securing or otherwise relating to the Obligations of the Borrower hereunder, the whole as may be amended, restated or replaced from time to time;

(n) “**Taxes**” means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by a Governmental Entity, including any interest, additions to tax or penalties applicable to them;

(o) “**Term**” has the meaning attributed to it in Section 10;

2. CREDIT FACILITY, LOANS

2.1 Subject to, and upon the terms and conditions contained herein, the Lender agrees hereby to establish a credit facility (the "**Credit Facility**") under which it makes loans to the Borrower from time to time (the aggregate amount of the Credit Facility being outstanding at any time are herein collectively referred to sometimes as the "**Loans**" and each advance under the Credit Facility, is a "**Loan**") in amounts which will not in the aggregate at any time exceed the Credit Facility Limit.

In the event that at any time the outstanding amount of the Loans exceeds the amounts indicated above, upon demand by the Lender, the Borrower will immediately repay to the Lender the amount of any such excess for which payment is demanded.

2.2 Loans will be disbursed by the Lender to the Borrower by wire transfer or howsoever the Lender should determine to the Borrower' bank account according to the information provided by the Borrower or by such other procedure as is established from time to time by the Lender and the Borrower. The Borrower will pay all bank charges and wire transfer fees relating to such transfers and the Lender may deduct such amounts from the amounts to be disbursed by the Lender to the Borrower.

2.3 The records maintained by the Lender in accordance with its usual practice of the amounts advanced to the Borrower in connection with the Credit Facility and the amounts of the Loans which are outstanding and the records maintained by the Lender of the amounts of interest and other fees and costs payable and paid under this Agreement shall constitute, absent manifest error, rebutable *prima facie* proof thereof in any legal proceedings or action in respect of this Agreement.

3. INTEREST AND COSTS

3.1 The Borrower will pay interest calculated on a daily basis on the number of days elapsed and based on the actual number of days in the year, without demand or notice, on the first Business Day of each month or as determined by the Lender in its sole discretion, on the outstanding balance of the Loans from time to time outstanding at a rate of interest equal to the greater of **(1) BMO Prime Rate Plus 6.79% as determined at the date of closing and (2) BMO Prime Rate Plus 6.79% as determined from time to time**. The interest rate will be calculated daily and paid monthly. Such interest will be payable both before and after demand, default, maturity and judgment.

3.2 Interest on overdue interest shall be payable at the same rate as interest on interest not overdue, which interest shall be payable on demand.

3.3 Interest on any unpaid costs and expenses and other fees and charges contemplated herein which are not paid when due hereunder shall bear interest calculated at the same rate as indicated in section 3.1 above, which interest shall be payable on demand.

3.4 For purposes of disclosure under the *Interest Act* (Canada), whenever any fee payable hereunder is computed at a rate on the basis of a year of three hundred and sixty-five (365) days, such fee constitutes a fee on a yearly basis equivalent to such rate divided by three hundred and sixty (365) and multiplied by the number of days in a given year.

3.5 The Borrower hereby acknowledges and confirms that (s)he understands the conversion formulas and how to calculate any annual rate of interest contemplated in this Section. The Lender agrees that promptly upon request by a Borrower from time to time it will advise the Borrower of the effective interest rate charged on the Loans, and will assist the Borrower in calculating the effective annual rate of interest required to be disclosed pursuant to section 4 of the *Interest Act* (Canada).

3.6 The Borrower acknowledges and agrees that for the purposes of the *Interest Act* (Canada), the information provided to them hereunder with respect to the calculation of interest hereunder or under any other Credit Document shall constitute an express statement of the yearly rate or percentage of interest to which such interest rate or percentage is equivalent. The Borrower hereby irrevocably agrees not to plead or assert, whether by way of defence or otherwise, in any proceeding relating to this Agreement or any other Credit Document, that the interest payable under this Agreement or any other Credit Document and the calculation thereof has not been adequately disclosed to the Borrower, whether pursuant to section 4 of the *Interest Act* (Canada) or any other Applicable Law.

4. REPAYMENT OF CREDIT FACILITY

4.1 The Borrower hereby binds and obliges himself/herself to repay the principal amount of the Credit Facility to the Lender, with accrued interest, in accordance with the provisions contained in paragraph 11 hereof. **The Borrower may repay and re-borrow the Credit Facility at any time during the Term using the online portal access provided by the Lender.**

5. SECURITY

5.1 The indebtedness to the Lender in respect of the Loans and all other amounts payable to the Lender hereunder and the fulfilment of all Obligations of the Borrower hereunder will be secured, *inter alia*, by the Security Documents.

6. CONDITIONS PRECEDENT

6.1 The obligation of the Lender to make the advance of the initial Loan under the Credit Facility is subject to and conditional upon the fulfilment of each of the conditions set forth in Section 6.2 and of the fulfillment of the following terms and conditions to the entire satisfaction of the Lender:

(a) The Credit Documents will have been duly executed and delivered to the Lender and duly registered in all places where registration is required;

(b) The Lender shall have completed all of its due diligence investigations and shall, in its sole discretion, be satisfied with the results of same;

(c) The Lender shall have received evidence satisfactory to it that all insurance coverage contemplated in this Agreement is in place and that the Lender's interest as loss payee has been endorsed thereon.

6.2 The obligations of the Lender to disburse any Loan, or any portion thereof to a Borrower is subject to and conditional upon the fulfillment of each of the following terms and conditions to the entire satisfaction of the Lender, at the time of each disbursement:

(a) The representations and warranties set forth in this Agreement and in the Security Documents will be and are warranted by the Borrower to be true and correct as of the date of any Loan and there will not have occurred an Event of Default or any event or circumstance which, with the giving of notice, lapse of time or otherwise, would constitute an Event of Default;

(b) There will not have occurred any event or series of events which would have a Material Adverse Effect;

(c) The Lender will be satisfied that the Security Documents remains valid, binding and enforceable;

Each of the conditions set forth in this Section 6 is for the exclusive benefit of the Lender, and unless waived in writing by the Lender shall be fulfilled, satisfied and performed by the Borrower.

7. <u>REPRESENTATIONS AND WARRANTIES</u>

7.1 The Borrower and each of the Guarantor, as the case may be, hereby represents and warrants to and in favour of the Lender as follows:

(d) There are no actions, suits or proceedings pending or, to the knowledge of the Borrower, threatened against or adversely affecting any of the Borrower in any court or before or by any Federal, Provincial, Municipal or other governmental department, commission, board, bureau or agency, Canadian or foreign, which might materially affect the financial condition of a Borrower or the title to its property or assets;

(e) The execution and delivery of this Agreement and the Security Documents and the consummation of the transactions herein contemplated and the compliance with the covenants, terms, provisions and conditions hereof do not conflict with or result in a breach of any of the terms or provisions of any agreement or instrument to which a Borrower is now a party or which purports to be binding upon it or its property and assets or constitute a default under any of them;

(f) This Agreement, the Security Documents and all other deeds, documents or instruments delivered pursuant thereto will, when executed and delivered, constitute valid and binding obligations of the party executing same enforceable against it in accordance with their respective terms except as may be limited by other deeds, documents or instruments delivered pursuant thereto or by applicable bankruptcy, reorganization, insolvency, moratorium or any laws affecting the enforcement of creditors' rights;

(g) The borrowing of money under this Agreement and the execution and delivery of this Agreement and the Security Documents do not require the consent or approval of, or registration with any other party or any Canadian or other governmental body, agency or authority;

(h) All balance sheets, earnings statements, notices of assessments and other financial data which have been or shall hereafter be furnished to the Lender to induce the Lender to enter into this Agreement or otherwise in connection herewith have been or will be prepared in accordance with generally accepted accounting principles approved by the Canadian Institute of Chartered Accountants, and do or will fairly represent the financial condition and the results of the operations of a Borrower, and all of the information, certificates, schedules, reports and other papers and data furnished to the Lender are or will be, at the time the same are so furnished, accurate, complete and correct in all material respects;

The representations and warranties in this Agreement and in any certificates or documents delivered to the Lender shall not merge in or be prejudiced by and shall survive any Loan and shall continue in full force and effect for the Term of this Agreement. If, with respect to any Loan under the Credit Facility, the Lender waives or accepts any change in the representations or warranties as set out herein, such waiver or accepted change shall not constitute a Default or breach with respect to such Loan under the Credit Facility provided, however, that such waiver or accepted change with respect to any such Advance under the Credit Facility shall not be, or be deemed to be, a waiver or accepted change in the representations or warranties with respect to any subsequent Loans under the Credit Facility.

8. COVENANTS

8.1 The Borrower covenants with the Lender that, so long as the Credit Facility or any portion thereof remains outstanding:

(a) (s)he will deliver or cause to be delivered to the Lender all such financial information which the Lender may reasonably request from time to time;

(b) (s)he will pay and discharge all Taxes and other governmental charges and all contractual obligations calling for the payment of money before the same shall become overdue and, upon request, it will provide the Lender with evidence of such payment;

(c) (s)he will promptly notify the Lender of any condition or event which constitutes or with the lapse of time and/or the giving of notice would constitute a default under this Agreement or any of the Security Documents and promptly inform the Lender of any material adverse change in the financial condition of a Borrower;

(d) (s)he will maintain insurance coverage upon the collateral under the security related to this Agreement all in accordance with the Lender's requirements from time to time and the Lender shall be named as a loss beneficiary, as its interest may appear, on all such insurance;

(e) (s)he will pay all fees and expenses in connection with the preparation of this Agreement as well as the Security Documents and any other documentation relating to the matters referred to therein, including: (i) all costs and expenses of filing and recording fees and Taxes; (ii) all costs and expenses of remitting loan proceeds, collecting cheques and other items of payment, if applicable; (iii) costs and expenses paid or incurred in connection with demanding payment of the Obligations of the Borrower under this Agreement, enforcing the security interest and liens of the Lender, selling or otherwise realizing upon the assets subject to the Security Documents and otherwise enforcing the provisions of this Agreement and the Security Documents; (iv) the fees and disbursements of counsel to the Lender on a substantial indemnity basis in connection with any of the foregoing.

(f) (s)he will not create, incur, assume or permit to exist any mortgage, pledge, lien, hypothec, charge, security interest or other encumbrance whatsoever on or with respect to any property or assets subject to the Security Documents other than encumbrances permitted in writing by the Lender;

(g) (s)he will keep and maintain each permitted encumbrance in good standing and will comply with the terms thereof and will forthwith notify the Lender in writing describing in reasonable detail any defaults thereunder;

9. EVENTS OF DEFAULT

9.1 The occurrence of any one or more of the following events will constitute an event of default (“**Event Of Default**”):

(a) If the Borrower defaults in payment of any principal of or interest on the Credit Facility when due;

(b) If the Borrower fails to perform or observe any covenant or undertaking contained herein, or in any instrument creating security in favour or for the benefit of the Lender, or in any other agreement entered into with the Lender, including, without limitation, the Security Documents and such default is not remedied within ten (10) Business Days after written notice to do so has been given by the Lender to the Borrower;

(c) If any representation, warranty, certificate, statement or report made herein, or deemed to have been made in connection with any Loan is false or erroneous in a material respect;

(d) If any indebtedness of the Borrower for borrowed money or pursuant to any other financing arrangement is demanded or becomes due prior to the stated maturity thereof;

(e) If the Borrower attempts to sell or shall sell or dispose of or in any way part with the possession of the collateral under the Security Documents;

(f) If the Borrower abandons its undertaking or property or assets or any part thereof;

(g) If any execution, sequestration or any other process of any Court becomes enforceable against the Borrower or if a distress or analogous process is levied upon its property or assets and the failure to satisfy such execution, sequestration, distress or process would render any property or assets of the Borrower liable to sale or forfeiture;

(h) If the Borrower fails to insure or keep insured the collateral under the Security Documents;

(i) If the Borrower suspends or ceases or threaten to suspend or cease business or threaten to suspend or cease making payments under this Agreement;

(j) If the Borrower makes an assignment, proposal or compromise for the benefit of its creditors or otherwise acknowledges its insolvency or should the any of the Borrower invokes, threaten to invoke or indicate its intention to invoke the benefit of any legislation governing insolvent debtors;

(k) If any of the Borrower becomes bankrupt or insolvent or if any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced in respect of a Borrower or in respect of any of its property or if any receiver, trustee or liquidator takes possession of the undertaking or any substantial portion of the property of a Borrower;

(l) If a Borrower shall permit any amount which has been admitted as due by it or is not disputed to be due by it and which forms or is capable of being made a charge upon any of the property or assets subject to any security held by or for the benefit of the Lender, to remain unpaid for ten (10) days after proceedings have been taken to enforce payment;

(m) If a Borrower defaults in payment or discharge of any indebtedness or liability to the Lender other than the Loans when due and such default continues for five (5) days after the due date;

(n) If any of the Credit Parties defaults under the terms of any security on its assets including, without limiting the generality of the foregoing, the Security Documents or should any creditor of the Borrower give notice of its intention to enforce its security on any assets subject to the Security Documents;

(o) If the Guarantor or any other guarantor of the Credit Facility withdraws or purports to withdraw, without the consent of the Lender, any guarantee or any security given in connection therewith;

(p) A Material Adverse Effect has occurred of which the Lender has given notice to the Borrower;

(q) If the Guarantor or any other guarantor of the Credit Facility withdraws or purports to withdraw, without the consent of the Lender, any guarantee or any security given in connection therewith; and

(r) If the Guarantor or any other guarantor of the Credit Facility defaults on any other guarantee (i.e. a guarantee that is unrelated to the guarantee of the subject Loan) or financial obligation, made between the Guarantor, or any other guarantor of the Credit Facility, and the Lender;

9.2 Upon the occurrence of any Event of Default which is continuing, at the option of the Lender all indebtedness in respect of the Credit Facility will, upon notice or demand, become due and payable and the Security Documents will become immediately enforceable. All costs and expenses of collection of amounts owing hereunder or of enforcement of any Security Document will be for the account of the Borrower and will be payable with interest thereon at the rate at which the Credit Facility bear interest and such repayment will be secured by the Security Documents.

9.3 In addition to the provisions contained in paragraph 9.2 above and not in substitution thereof, in the event that the Lender is required (as determined in its sole and absolute discretion) to expand monies in order to protect the priority of, or the financial risk or exposure to its security (i.e. please refer to the non-exhaustive list of examples provided in subparagraphs a-d below) then the Borrower shall be liable to pay to the Lender a fee, known as the Excess Fee, being the amount that is determined by obtaining the product of (A) and (B) where (A) is the greater of the borrower's lending fee at the initiation of the Loan and any renewal thereof, expressed as a percentage of the Credit Facility limit and (B) is the amount of monies expanded by the Lender in excess of the Credit Facility limit. The Excess Fee shall be added to the Loan balance and be repayable in accordance with the terms thereof.

a. The Lender pays to any local authority, public body or taxing authority sums that would, with the passage of time, constitute a lien upon the lands or premises;
b. The Lender pays premiums for insurance to insure the premises from fire or other peril;
c. The Lender pays money to redeem a prior encumbrance;
d. The Lender pays any condominium or other liens;

10. TERM

10.1 The Credit Facility (together with all accrued interest and all other amounts payable hereunder) shall be repaid in full (and any obligation of the Lender to make advances hereunder shall be permanently cancelled) upon the occurrence of any of the following:

(a) the balance due date in accordance with the registered charge (the "**Repayment Date**");

(b) the occurrence of an Event of Default;

(c) Demand for repayment is made by the Lender;

For greater clarity, demand for repayment of the Credit Facility in full or in part, may be made by the Lender at any time and from time to time, without any reason therefor. Upon the making of such demand by the Lender, the Borrower shall, within five (5) business days of deemed receipt of notice for repayment, make payment to the Lender of all amounts stipulated in the notice as due and owing.

11. COMPENSATION AND SET-OFF

11.1 In addition to and not in limitation of any rights now or hereafter granted under applicable law, if an Event of Default occurs and is continuing, the Lender is authorized at any time and from time to time to the fullest extent permitted by law without notice to any of the Borrower, any notice being expressly waived by the Borrower, to set-off and compensate and to apply any and all indebtedness at any time owing by the Lender to or for the credit of or the account of the Borrower against and on account of the Obligations, including, without limitation, all claims of any nature or description arising out of or connected with this Agreement, irrespective of whether or not the Lender has made any demand under this Agreement. Without any obligation or liability on its part, the Lender will attempt in good faith to advise the Borrower of the Lender's exercise of any of its rights under this Section 11.1.

12. GENERAL

12.1 In addition to any other liability of the Borrower hereunder, the Borrower hereby agrees to indemnify and save harmless the Lender and its agents, officers and employees (collectively, the "Indemnitees") from and against all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including reasonable legal fees on a solicitor and his own client basis) of any kind or nature whatsoever (but excluding any consequential damages and damages for loss of profit) which may be imposed on, incurred by or asserted against the Indemnitees (except to the extent arising from the negligence or wilful misconduct of such Indemnitees) which relate to or arise out of or result from any investigation by Governmental Entities or any litigation or other similar proceeding related to any use made or proposed to be made by the Borrower of the proceeds of any Loan.

12.2 All payments of principal, interest and any other amounts due to the Lender by the Borrower hereunder will be made by the Borrower without the necessity of demand, or on demand if payable on a demand basis, at the Lender's office as indicated on the signature page hereof or at such other place in Canada as may be designated, from time to time, in writing by the Lender to the Borrower. The Lender reserves the right to impute all payments made by the Borrower whether on account of principal, interest, fees, expenses or otherwise in such manner as the Lender shall determine and the Lender may change such imputation from time to time in its sole discretion. Unless otherwise indicated, all dollar amounts expressed herein are in Canadian funds.

12.3 If, for purposes of obtaining judgment against the Borrower, it becomes necessary to convert into Canadian funds an amount due hereunder in U.S. Dollar funds, then the conversion shall be made at the rate of exchange prevailing on the last business day in Toronto, Ontario before the day on which the judgment is rendered.

For this purpose, "rate of exchange" means the spot rate at which the Lender is able to purchase U.S. funds with Canadian funds on the relevant date. In the event that there is a change in the rate of exchange prevailing between the day before the day on which the judgment is rendered and the date of payment of the amount due, the Borrower will pay such additional amount(s) as may be necessary to ensure that the amount paid on such date is the amount in Canadian funds which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due in U.S. funds. Any amount due by the Borrower under this paragraph shall be due as a separate debt and shall not be affected by judgment being obtained for any other sums due under this Agreement.

12.4 No delay or failure on the part of the Lender in exercising any right, power or privilege hereunder shall affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other power, right or privilege. The rights and remedies of the Lender under this Agreement are cumulative and not exclusive of any right or remedies which the Lender would otherwise have. No waiver by the Lender of any of its rights hereunder shall be deemed to be or constitute a waiver of any other rights or remedies of the Lender hereunder nor shall delay in the exercise of any right or remedy be deemed to be a waiver thereof.

12.5 Nothing herein contained shall constitute a novation or replacement of any right of the Lender or obligation of the Borrower to the Lender in virtue of any existing agreements between the Borrower and the Lender.

12.6 The Borrower will from time to time, at all times hereafter, upon every reasonable request of the Lender make, do or execute or cause to be made, done or executed all such further acts, deeds, things, devices, conveyances and assurances whatsoever, for the better and more perfectly effecting the purpose and intent of this Agreement and any security given in connection herewith.

12.7 Any notice, request or other communication hereunder to any party hereto in connection with this Agreement shall be in writing and be well and sufficiently given if sent by prepaid, registered or certified mail, hand-delivered or transmitted by electronic mail (followed by delivery by one of the above mentioned methods) to it at its address indicated on the signature page of this Agreement.

Any such notice shall be deemed to have been received on the date of delivery if hand delivered, on the earlier of the date of actual delivery by the postal authorities or three (3) Business Days after the date of mailing, if sent by mail, on the date of transmission, if transmitted by electronic mail before 5:00 p.m. E.S.T. on a Business Day or on the Business Day following the date of transmission if transmitted by electronic mail after 5:00 p.m. E.S.T. on a Business Day or on a day which is not a Business Day. In the event of an interruption or abnormal delay in postal service, any notice or other communication shall be hand delivered. Any of the parties hereto may, by written notice to the others, given as aforesaid, designate a changed address for such party.

12.8 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the courts of such Province shall have exclusive jurisdiction to hear and determine any matter or dispute arising hereunder or in connection herewith and the Borrower hereby irrevocably attorns to the exclusive jurisdiction of such courts for such purposes.

12.9 This Agreement shall be binding upon and enure to the benefit of the Lender, the Borrower and their respective successors and permitted assigns.

12.10 The Lender may assign, transfer, negotiate, pledge or otherwise hypothecate, in whole or in part, this Agreement, together with the Security Documents (provided that any assignee or transferee shall assume and be subject to the provisions of this Agreement and the Security Documents), and all rights and remedies of the Lender in connection with the interest so assigned shall be enforceable against the Borrower as the same would have been by the Lender but for such assignment; and

The Borrower shall not assign their rights and Obligations under this Agreement without the prior written consent of the Lender, which consent may be unreasonably withheld.

12.11 All covenants, undertakings, agreements, representations and warranties made by the Borrower in this Agreement and the Security Documents and any certificates, reports, statements, information, data, documents or instruments delivered pursuant to or in connection with the Credit Facility, this Agreement or any of the Security Documents shall survive the execution and delivery of this Agreement, the Security Documents and any advances of the Credit Facility made by the Lender pursuant to this Agreement and any of the Security Documents, and shall continue in full force and effect until the Credit Facility is indefeasibly paid in full. All representations and warranties made by the Borrower in writing shall be deemed to have been relied upon by the Lender.

12.12 The headings of this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof. Words importing the singular number will include the plural and vice-versa; words importing the masculine gender will include the feminine gender and vice-versa; and words importing individuals will include firms, associations and corporations and vice-versa.

12.13 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will not invalidate the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

12.14 Time is of the essence of this Agreement and shall continue to be of the essence.

12.15 None of the preparation, execution or the registration of this Agreement or any Security Documents, or any filing or registration with respect thereto, shall bind the Lender to make an advance of the Credit Facility unless and until each of the terms, conditions and provisions contained herein have been satisfied and performed by the Borrower to the full satisfaction of the Lender.

12.16 To the extent that there is any inconsistency between a provision of this Agreement and a provision of any document constituting part of the Security Documents, the Lender shall determine, acting in its sole, absolute and arbitrary discretion, which of such conflicting or inconsistent provisions shall govern, notwithstanding that the same may be more onerous on the Borrower than any other conflicting or ambiguous provisions.

12.17 This Agreement supersedes all discussion papers, term sheets and other writings which may have been issued by the Lender prior to the date hereof relating to the Credit Facility, which shall have no force or effect; and this Agreement, the Security Documents and any other documents or instruments contemplated herein or therein shall constitute the entire agreement and understanding between the Credit Parties and the Lender relating to the subject-matter hereof. No provision of this Agreement, or any other document or instrument in existence among the parties may be modified, waived or terminated except by an instrument in writing executed by the party against whom such modification waiver or termination is sought to be enforced.

12.18 The Borrower agrees that the Lender may use their names and other information pertaining to the financing arrangements contemplated herein including, without limitation, the amount of the facility, for marketing and advertising purposes and the Borrower agrees not to invoke the confidentiality of the financing arrangements provided such information is being used for such purposes. The Lender agrees to submit such marketing and advertising communications to the Borrower for its approval prior to their use.

12.19 This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement. This Agreement may be executed by facsimile or pdf, and any signature contained hereon by facsimile or pdf shall be deemed to be equivalent to an original signature for all purposes.

DATED THIS 21st day of January, 2025..

EXTEND FINANCIAL LTD.

Per:______________________________

Name: Rafael Alter
Title: Director
I have authority to bind the Corporation
Address: 61 Wildcat Road, Toronto, ON, M3J 2P5

ACKNOWLEDGED AND AGREED TO THIS 21st day of January, 2025.

____
Justin Lee Levine

THIS IS **EXHIBIT "13"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

Properties

PIN	10518 - 0692 LT	*Interest/Estate*	Fee Simple
Description	LT 12 PL 787 WEST TORONTO JUNCTION; TORONTO , CITY OF TORONTO		
Address	3038 DUNDAS ST. WEST TORONTO		

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 LEVINE, JUSTIN LEE
Address for Service 3038 Dundas St. West, Toronto, Ontario,
M6P 1Z3

I am at least 18 years of age.
I am not a spouse
This document is not authorized under Power of Attorney by this party.

Chargee(s) *Capacity* *Share*

Name EXTEND FINANCIAL LTD.
Address for Service 61 Wildcat Road, Toronto, ON M3J 2P5

Statements

The text added or imported if any, is legible and relates to the parties in this document.

Provisions

Principal	$2,100,000.00	*Currency*	CDN
Calculation Period	Monthly, not in advance		
Balance Due Date	2026/02/01		
Interest Rate	BMO Prime Rate Plus 6.79%		
Payments			
Interest Adjustment Date	2025 02 01		
Payment Date	First day of each month		
First Payment Date	2025 03 01		
Last Payment Date	2026 02 01		
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor			

Additional Provisions

See Schedules

Signed By

Lori Michelle Donsky-Rabin	213-2180 Steeles Ave. West, Vaughan L4K 2Z5	acting for Chargor(s)	Signed	2025 01 24

Tel 416-665-9000
Fax 416-665-9002

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

Submitted By

KRIKUNEZ LAW PROFESSIONAL CORPORATION	213-2180 Steeles Ave. West, Vaughan L4K 2Z5	2025 01 24

Tel 416-665-9000

Submitted By

Fax 416-665-9002

Fees/Taxes/Payment

Statutory Registration Fee	$70.90
Total Paid	$70.90

File Number

Chargee Client File Number : BR-OPP-0006143/M241296

Extend Financial

BR-OPP-0006143

HELOC SCHEDULE "A" – Additional Provisions

ADMINISTRATION FEES:

The Chargee/Mortgagee shall charge an administration fee (but not limited to) for each occurrence of any of the following events. Administration fees levied to the account of the Chargor/Mortgagor represent a reasonable anticipated recovery of the Chargee/Mortgagee's costs related to each action.

First Missed Payment:	$125.00	Payable for each missed or late installment payment and for replacing and processing each NSF cheque or returned payment. $125.00 for the first occurrence.
Second & Subsequent Missed Payment:	$250.00	Payable for each missed or late installment payment and for replacing and processing each NSF cheque or returned payment $250.00 for the second and each subsequent additional occurrence.
Insurance Compliance:	$450.00	Payable for dealing with each cancellation, premium payment, or other non-compliance with insurance requirements including but not limited to failure to provide documents upon request and/or in a timely manner e.g. your obligation to provide proof of renewal prior to expiry.
Appraisal:	Ad Hoc	Payable upon requirement for an updated appraisal per the terms of the loan. The appraiser determines the fee at the time of the order.
Default:	$1,750.00	Payable for each act or proceeding instituted.
Discharge Statement:	$350.00	For preparation of a discharge statement on one property.
Discharge Legals:	Ad Hoc	To be determined by the lawyer acting for the Chargee/Mortgagee.
Additional Property:	$100.00	For preparation of a discharge statement where the mortgage is registered inter alia on a collateral or additional property.
Rush Discharge:	$250.00	Rush fee if discharge is requested within 2 (two) business banking days of the requested discharge date.
Annual Statement:	No Charge	Preparation and provision of the annual statement in January each year.
Additional Statement:	$350.00	For preparation of an information statement in addition to the annual statement.
Balance Confirmation:	No Charge	A current balance and repayment history is available without charge via the lender's portal. Credentials for the portal are provide after the mortgage is funded.
Tax Default Fee:	$450.00	For failure by the Borrower to provide satisfactory confirmation of tax payments or other municipal levies.
Annual Admin:	$500.00	Charged annually on the anniversary of the first payment date. To recover cost of portal admin, plus banking fees for unlimited draws and lump sum payments, and sundry ongoing per-file expenses e.g. portfolio monitoring.
Condo Fee Default:	$450.00	Failure to notify mortgagee of registration of lien by the Condominium Corporation for common maintenance arrears.
Paper Statement Processing Fee:	$15.00	Payable for each paper communication mailed when valid email address not provided. As statements are required to be sent no less than monthly, this is a monthly charge.
Wire Processing Fee:	$100.00	Charged for wires commenced by the Chargee/Mortgagee to the Chargor/Mortgagor or their representatives, or to third parties as needed and as relates to the mortgage.

- The Chargee/Mortgagee reserves the right to charge reasonable fees for other administrative services not listed.
- Such administration fee shall be due when levied.
  - If the fee is not paid when levied, it will be included in the next monthly bill issued to the Chargor/Mortgage to be collected with the regular monthly interest payment due.
  - If the fee is not collected with the monthly payment because the monthly payment is not made by the Chargor/Mortgagor, and/or if the monthly payment including the fee is returned by the Chargor/Mortgagor's bank, the fee will then automatically and immediately be subject to interest at the effective rate of interest on the mortgage as of the monthly payment due date.
- Where a mortgage is prepaid by virtue of an interest reserve, such administration fees will be collected from the borrowers' bank account on file via pre-authorized debit.

DISPOSITION OF MORTGAGE LAND:

Provided that if the Chargor(s)/Mortgagor(s), sells, transfers, conveys or otherwise disposes of the lands and premises all amounts, whether principal, interest or otherwise that may be owing hereunder including administration fees and bonuses, shall, at the sole option of the Chargee/Mortgagee, be immediately due and payable and shall bear interest at the rate of interest in accordance with the terms of this Charge/Mortgage from the payment date next preceding the date of such sale, transfer, conveyance or disposition to the date of payment.

COSTS:

In the event of default under the herein Charge/Mortgage, notwithstanding anything contained to the contrary hereinbefore or hereinafter, all costs, charges and expenses including all legal costs on a solicitor and client basis, which may be incurred in endeavoring to collect any monies overdue under this charge, and/or rectifying all other monetary or non-monetary default under the

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terms of this charge and including but not limited to obtaining legal counsel and advice and to the taking, recovering and keeping possession of the said lands and of negotiating this loan, investigating title, and registering the Charge/Mortgage and other necessary deeds, and generally in any other acts, actions and/or proceedings taken, in connection with or to realize this security, shall be, with interest at a rate as set out herein, a charge upon the said lands in favour of the Chargee/Mortgagee.

PAYMENT METHOD:

The Chargor(s)/Mortgagor(s)/Guarantor(s) shall provide the Chargee/Mortgagee with an executed Preauthorized Debit Agreement that permits the Chargee to withdraw the scheduled payments directly from the Chargor(s) bank account, along with a void cheque for the account and/or a teller-stamped pre-authorized debit agreement.

ASSIGNMENT OF RENTALS:

The Chargor(s)/Mortgagor(s) will assign to the Chargee/Mortgagee all rents payable from time to time under leases of the land or any part thereof whether presently existing or arising in the future, together with the benefit of all covenants contained in the said leases in favour of the Chargor(s)/Mortgagor(s) and for the purpose of enabling the Chargee/Mortgagee to enforce payment of the said rents, the Chargor(s)/Mortgagor(s) covenants and agrees that it will forthwith after making any lease of the land or any part thereof grant and assign to the Chargee/Mortgagee the reversion of such lease; provided that nothing herein contained shall be deemed to make the Chargee/Mortgagee responsible for the collection of such rents or an part thereof or for the performance of any covenant, terms or conditions contained in an such lease, and that the Chargee/Mortgagee shall not by virtue of these presents be deemed a Chargee/Mortgagee in possession of the land; and provided further that the Chargee/Mortgagee shall be liable to account for only such monies as may actually come into its hands by virtue of these presents less proper collection charges and that such monies when so received by the Chargee/Mortgagee shall be applied on account of the debt secured by the Charge/Mortgage; and provided further that the Chargee/Mortgagee will not cause the tenants under the said leases or any of them to pay rent to the Chargee/Mortgagee unless and until default has occurred in performance of any covenant contained in this Charge/Mortgage; and the Chargor(s)/ Mortgagor(s) will perform all of the Landlord's covenants and obligations contained in the said leases or any of them. The Chargor(s)/Mortgagor(s) will execute such further documents as the Chargee/Mortgagee may from time to time deem requisite for the purpose of giving full effect to the Assignment of Rents hereinbefore contained and of enabling the Chargee/Mortgagee to enforce payment of such rents.

DISCHARGE:

PROVIDED that when a discharge of the Charge/Mortgage is required for the within Charge/Mortgage, then the Chargee's/Mortgagee's Solicitor will prepare the discharge documentation for execution by the Chargee/Mortgagee, subject to the discharge fees and costs enumerated above, which costs shall be at the Chargor's/Mortgagor's expense.

PREPAYMENT PRIVILEGE:

Provided that the Chargor, when not in default hereunder, shall have the privilege of prepaying the whole or any part(s) of the principal sum herein secured on any monthly payment date(s) without notice or bonus.

SALE ON TERMS:

In the event power of sale proceedings are taken, the Chargee as vendor may sell the property on terms and if the result is that a charge/mortgage or charges/mortgages by the Chargee are taken back as part consideration of the sale, then the Chargee shall be entitled to sell those mortgages at a discount, without recourse by the Chargor/Mortgagor and the discount shall form part of the loss incurred by the Chargee and be recoverable against the Chargor.

In the case of a sale on credit the Chargee/Mortgagee shall be bound to apply on account only such monies as have been actually received from the purchasers from time to time. After the satisfaction of all Chargee's/Mortgagee's claims, the Chargee will not be bound to pay any amount to the Chargor/Mortgagor or any other person claiming entitlement thereto until all such agreements and assurances as the Chargee/Mortgagee considers fit have been executed and delivered.

The Chargee/Mortgagee may buy in or rescind or vary and contract for the sale of the whole or any part of the Property and resell without being answerable for loss occasioned thereby. Any person, including the Chargee/Mortgagee herein, may bid on, tender for or purchase the Property at the sale.

BANKRUPTCY AND INSOLVENCY ACT:

The Chargor/Guarantor represents and warrants that she/he is not an "Undischarged bankrupt" as defined in the Bankruptcy and Insolvency Act. In the event that the Charger/Guarantor is an "Undischarged bankrupt", then all amounts, whether principal, interest or otherwise that may be owing hereunder including administration fees and bonuses together with a three (3) month interest payment thereon shall be immediately due and payable at the sole option of the Chargee.

RECEIVERSHIP CLAUSE:

The Chargor/Mortgagor agrees that if and whenever the Chargee/Mortgagee becomes entitled hereunder to enter into possession of the mortgaged premises, it may in its sole discretion, by writing, appoint a Receiver of the mortgaged premises or any part thereof and of the rents and profits hereof and from time to time remove any receiver and appoint another in his stead and that in making any such appointment or appointments the Chargee/Mortgagee shall be deemed to appoint an acting attorney for the Chargor/Mortgagor.

And that the following provisions shall apply upon the appointment of any such receiver: that such appointment may be made either before or after the Chargee/Mortgagee shall have entered into or taken possession of the mortgaged premises or any part thereof: that every such receiver may, at the sole discretion of the Chargee/Mortgagee, be vested with all or any of the powers and discretions of the Chargee/Mortgagee; that the Chargee/Mortgagee may from time to time fix the remuneration of every such receiver and direct the

Initials of all Parties to the Loan (Required)

payment thereof of the mortgaged premises or the proceeds thereof; that every such receiver shall so far as concerns the responsibility for his acts or omissions be deemed the agent of the Chargor/Mortgagor and in no event the agent of the Chargee/Mortgagee, and the Chargee/Mortgagee in making or consenting to such appointment shall not incur any liability to the receiver for his remuneration or otherwise howsoever; that all monies from time to time received by such receiver shall be paid by him firstly, in discharge of all rents, taxes, insurance premiums and outgoings affecting the mortgaged premises, secondly, in payment of his commission as receiver and the cost of executing the necessary or proper repairs; thirdly, in keeping in good standing all charges on the mortgaged premises prior to this Charge/Mortgage; fourthly, in payment of the interest accruing due under this mortgage; and the residue of any money so received by him shall be applied on the principal sum from time to time owing under this Charge/Mortgage.

RENOVATION:

The Chargor(s)/Mortgagor(s) agree not to renovate or rent any part of the subject premises without written approval of the Chargee(s)/Mortgagee(s).

CONSTRUCTION LIEN ACT:

No portion of the proceeds of this Mortgage is to be used to finance any construction, alterations, renovations, or improvements to the subject property within the meaning of the Construction Lien Act (Ontario) or to repay a Mortgage which was taken out for this purpose, failing which all amounts, whether principal, interest or otherwise that may be owing hereunder, including Administration Fees and bonuses, shall be immediately due and payable at the sole option of the Mortgagee. If any amount of money is claimed in priority over this Mortgage pursuant to the Construction Lien Act (Ontario) and if the Mortgagee is obligated to pay any amounts owing under the said Act, same shall be added to the principal amount outstanding under the Mortgage.

ACKNOWLEDGMENT ON ASSIGNMENT:

In the event that the Chargee assigns, transfers, or otherwise conveys its interest hereunder, and upon the delivery of notice of same to the Chargor, the Chargor, if so requested, shall without cost, at any time and from time to time, execute an acknowledgment with respect to the terms and conditions of the Charge and the amount outstanding thereunder. Failure to execute the acknowledgment and deliver the acknowledgment to the Chargee within 5 days of its receipt by the Chargor to the Chargee shall be deemed to be default by the Chargor under the Charge.

INDEMNIFICATION OF CHARGE:

In the event the Chargee shall be made a party to any litigation commenced by or against the Chargor, the Chargor shall indemnify and hold the Chargee harmless therefrom and shall pay all costs, expenses and solicitor's fees on a **full** indemnity basis. Such costs shall be a charge on the property and may be added to the principal amount secured hereby.

DEFAULT:

Each and every of the following events shall constitute default under this Charge/Mortgage:

1. default in the payment of the Principal Amount, interest or any other amount secured by this Charge/Mortgage, when payment of such amount becomes due under the terms of this Charge.
2. if the Chargor/Mortgagor/Guarantor is a Corporation and there is a change of control to a person or persons not approved by the Chargee/Mortgagee/Guarantee in writing:
3. if a petition in bankruptcy is filed against the Chargor /Mortgagor/Guarantor, if the Chargor/Mortgagor/Guarantor makes a proposal to creditors under the Bankruptcy and Insolvency Act, or makes a general assignment for the benefit of its creditors, if a receiver, interim receiver, monitor or similar person is placed or is threatened to be placed in control of or for overview of the Chargor's/Mortgagor/Guarantor's affairs or Property, or in the opinion of the Chargee/Mortgagee, the Chargor/Mortgagor/Guarantor becomes insolvent;
4. default under any terms or covenants contained herein or under any terms or covenants contained in any encumbrance registered in priority or subsequent to this Charge/Mortgage, or in payment of the realty taxes, fire insurance, or condominium common expenses for the said property, shall constitute default under this Charge/Mortgage.
5. Any payment that is made after 1:00 pm on any date shall be deemed, for the purpose of calculation of interest, to have been made and received on the next bank business day.

The Chargor/Mortgagor agrees that should the mortgage not be renewed or discharged on the maturity date, that the Chargee/Mortgagee, at its option, shall be entitled to charge an additional fee equivalent to three (3) months interest, which amount shall be added to the principal amount outstanding hereunder on the maturity date.

The Chargor/Mortgagor agrees that should the Chargee/Mortgagee commence action due to default under the Charge/Mortgage, that the Chargee/Mortgagee at its option shall be entitled to charge an additional fee equivalent to three (3) months interest.

FURTHER ENCUMBRANCES:

The Chargor shall not grant or permit any further mortgages, charges or encumbrances of any nature to be registered against the Property without the prior written consent of the Chargee, and in the event of breach of this covenant, the Chargee shall be entitled to commence default proceedings and at the option of the Chargee, all money secured by this Charge/Mortgage together with an amount equal to three (3) months interest on the principal amount at the rate applicable to the principal amount shall become due and payable immediately.

CAPITIALIZATION OF ANY PAYMENTS ON PRIOR ENCUMBRANCES:

If the Charger makes any agreement with any prior encumbrancers to satisfy any arrears of mortgage, property taxes, insurance or any other payments respecting the Property by way of an increase in the principal balance of the mortgage account or any other increase in

Initials of all Parties to the Loan (Required)

the mortgage account, without the prior written consent of the Chargee, such act shall be a default under this Charge Mortgage.

ACCRUAL OF INTEREST:

In the event the terms of this Mortgage specifically provide for the accrual of interest for a specified period of time, the Chargor/Mortgagor/Guarantor confirms, represents and warrants that the provision for the accrual of interest has been requested by the Chargor/Mortgagor/Guarantor and the Chargor/Mortgagor/Guarantor represents, warrants and undertakes to use the monies that would otherwise be paid to the herein Chargee/Mortgagee/Guarantor but for the accrual, towards payment of outstanding realty taxes or to subsequent Chargees/Mortgagees and other subsequent encumbrancers.

FARM DEBT MEDIATION ACT:

Provided further that the Chargor represents and warrants that he is not a "Farmer" as defined in the Farm Debt Mediation Act and the Charger further covenants and agrees that during the currency of the within charge, Chargee will not engage in any activity which would have the effect of deeming him a Farmer within the meaning of the Farm Debt Mediation Act. In the event that the Chargor fails to comply with the within provision, the within charge shall, at the Chargee's option immediately become due and payable in full, together with a service charge equivalent to three 3 months interest thereon.

COVENANT TO PAY BROKER FEE/REFERAL FEE LENDER/LEGAL FEE/COSTS:

The Chargor acknowledges that the loan hereby secured was arranged by one or more mortgage brokers or real estate brokers or others and that broker referral fees and legal costs were incurred by the Chargee, on behalf of the Charger, in connection herein. Part of the consideration received by the Chargee in agreeing to advance the funds secured hereby is the payment of the mortgage brokers fees stipulated in Form 2 as required under the Mortgage Brokers Act, R.S.O., 1990 or the payment of the real estate brokers fees or referral fees, as the case may be and legal costs incurred by the Chargee on behalf of the Charger herein. Upon registration of this Charge, and where the Chargor is unable to or unwilling to receive the monies secured hereby, the Chargor shall not be entitled to a discharge of this charge until the mortgage brokers fees or real estate brokers fees or referral fees, as the case may be the lenders fees, and the legal costs incurred by the Chargee, on behalf of the Chargor herein, are paid in full.

PRIORITY PAYMENT OF ACCOMODATION AND/OR AMENDMENT FEE / BROKER FEE/REFERAL FEE/LENDER FEE LEGAL COSTS:

In the event the terms of this mortgage or any amendment and/or accommodation agreement made with respect thereto specifically provide for the capitalization or deferment of any accommodation and/or amendment fee, broker fee, referral fee, lender fee and/or legal costs, the Chargor/Mortgagor and Guarantor hereby acknowledge and agree and warrant and represent that all payments made are intended to and shall be first applied as payment against accommodation and/or amendment fees, referral tees, broker fees, lender fees and legal costs so capitalized or deferred, until such fees and costs are paid in full.

SEVERABALITY OF ANY INVALID PROVISIONS:

If in the event that any covenant, term or provision contained in this Charge is held to be invalid, illegal or unenforceable in whole or in part, then the validity, legality and enforceability of the remaining covenants, provisions and terms shall not be affected or impaired thereby, and all such remaining covenants, provisions and terms shall continue in full force and effect. All covenants, provisions and terms hereof are declared to be separate and distinct covenants, provisions, or terms as the case may be.

Initials of all Parties to the Loan (Required)

THIS IS **EXHIBIT "14"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

Extend Financial
formerly BankRight

Mortgage Commitment

BR-OPP-0007697

Approval Date:	06/19/2025
Approval Type:	HELOC (“Mortgage Home Equity Line of Credit”)
Approved Amount:	$2,800,000.00 (your “Approved Credit Limit” or “Principal Maximum Amount”)
Closing Date:	On or before 06/27/2025
Interest Adjustment Date:	First of the month following closing. *(Your closing date is the “Request for Funds” date.)*
Initial Draw Amount:	$____________________ *(Set the amount of your first draw at closing.)*
Lender:	Extend Financial Ltd.

Parties to the Loan

All persons or entities listed below are “Parties to the Loan.”

Borrower(s): Justin Lee Levine

If your name is not spelled correctly above, or if the name used above does not match your legal identification documents, please do not sign this document. Please provide the correct information to your broker/agent and a new loan commitment will be generated. Incorrect spelling or incomplete names can cause delays at closing and/or issues for your lawyer or title insurance provider.

Please provide contact information for your account. A valid email address is required for a HELOC.

Main Email: → stardustpictures@gmail.com *(Required: please print clearly.)*

Main Telephone: → 4165594010 *(Required: please print clearly.)*

- We will be using the email address above to send your monthly statements to you.
- This is also the email account that will be linked to your online portal account for draws & payments.

The Security

All properties listed below are being mortgaged form the Security for the Loan.

Security:	<u>Property 1</u>
Priority:	1st Position Mortgage Charge
Security Address:	3038-3042 Dundas Street W Toronto, ON, M6P1Z3
Occupancy:	Investment - Rental

Terms & Conditions

Your Loan Term, Fees, Rate & Payment

Term:
- Twelve (12) Months

Max Approved LTV:
- 37.84%

Commitment Fee:
- 4.00% of the Principal Maximum Amount - Fully earned upon signing this commitment.

Deposit on Legal Fee:
- $750.00 must be received by e-transfer to retainer@hahnlaw.ca.

Determination of Interest Rate:
- Your loan bears interest at an adjustable interest rate that is the **<u>greater</u>** of the Prime Rate plus the spread of 7.29% **<u>or</u>** 12.24%, effective 06/19/2025.

Initial JL

	• "Prime Rate" means the annual variable interest rate publicly announced by Bank of Montreal that may change from time to time.
Prepayment Privilege:	• Your loan is open to repayment in full or in part at any time. Refer to Schedule A for notice requirements for a full discharge.
Monthly Payments:	• Interest is calculated monthly based on your daily outstanding balance at the interest rate in effect on each day of the month, not in advance. • Interest-only payments are due on the 1st of the month.
Standard Charge Terms:	• Dye and Durham 200033
Schedule:	• The lender's solicitor's standard form of mortgage schedule shall form a part of the charge.
Lender's Solicitor:	• The Lender shall retain its own solicitor and the borrower shall retain its own, both solicitors to be paid by borrower. • Lender's solicitor fees are $3249.00 plus HST plus disbursements plus the cost of title insurance. **Broker/Agent:** please include these costs on your disclosure. • Additional Properties will attract additional legal fees. • Corporately owned properties will attract additional legal fees. • Any security documentation required in addition to the basic mortgage documentation will attract additional legal fees.
Borrower's Solicitor:	• TBD: Please provide name and contact information with signed commitment.
Taxes and Insurance:	• Property taxes for the security as well as personal or corporate income tax and HST (if applicable) for all Parties to the Loan are to be in good standing and paid up to date on the day of closing. • The Parties to the Loan shall at all times maintain the taxes and insurance in good standing, failing which, the lender may pay the taxes and/or obtain insurance on the parties' behalf and demand immediate of the same from any of the Parties to the Loan. • The Parties to the Loan undertake to provide the Lender, no less than annually, proof that the final property tax bill of the year has been paid in full. In addition, the Parties to the Loan undertake to provide the Lender with the annual insurance renewal document no later than 10 days prior to renewal of the policy. • Failure by the Parties to the Loan to provide confirmation of tax or insurance documentation on demand or to repay the lender's expenses on account of the payment of taxes and insurance plus its administrative costs shall be deemed a breach of the mortgage allow the lender to enforce the mortgage in the same manner as it would for unpaid principal and interest.
Insurance :	• The borrower is to obtain and maintain fire and public liability insurance. • The lender is to be noted as FIRST LOSS PAYEE and ADDITIONAL INSURED on the insurance policy. • The policy must include the standard mortgage clause and be in an amount equal to or greater than the principal amount or replacement costs guaranteed but remains to be determined at the lender's discretion as to sufficiency. • Deductible must not exceed $5,000.00.

Conditions Required by the Lender

Property 1:

1. The value of the property located at 3038-3042 Dundas Street W, Toronto, ON, M6P1Z3 must be at least $7,400,000.00 as per lender's determination. A satisfactory current appraisal by a member in good standing of the Appraisal Institute of Canada must be directed to the lender to verify the property value to the satisfaction of the Lender. The cost of the appraisal is for the borrower's account.
2. A subsequent new or updated Current 'Appraisal Institute of Canada' Appraisal directed to the lender to verify value at the Sole and Unfettered discretion of the Lender must be received every 2 years from the appraisal date as a condition of renewal.

Continued from previous page.

3. No subsequent financing is permitted on 3038-3042 Dundas Street W, Toronto, ON,M6P1Z3.

Additional Conditions:

4. Your mortgage broker/agent must return the following documents to the Lender no later than the commitment expiration date below.

    a. Signed commitment.
    b. Signed Lender's Schedule A.
    c. Valid identification for all Parties to the Loan.
    d. Signed borrower disclosure (with the broker/agent acting for both the borrower and the lender, not to the preference of either), with itemized cost of borrowing including legal, costsannual fee, wire, etc.;
    e. Signed complete application that matches the final terms of this loan and includes all Parties to the Loan;
    f. Signed letters of direction; and
    g. The borrowers' solicitor's name and contact information.
    h. PDF copy of the Interac Transfer Email borrower receives when making Retainer and/or Deposit payments.
5. E-signature is acceptable to the Lender however all Parties to the Loan must use a unique e-mail address. **Broker/Agent:** E-signatures must be able to be validated by the lender. Please include the e-signature audit report or envelope. If e-signatures cannot be validated, a final wet ink version of all signatures will be required at closing.
6. The Lender's solicitor will require confirmation of Canadian citizenship or permanent residence status (or in the case of a corporate borrower or guarantor Canadian control) for all Parties to the Loan.
7. A pre-authorized debit agreement and void cheque for a Canadian bank account owned by one or more Parties to the Loan will be required.
8. The mortgage shall contain a clause that in the event sale or transfer of any of the property or any part thereof, the mortgage may be due and payable in full at the lender's sole and absolute discretion.
9. The mortgage/commitment is assignable by the lender without requirement for consent form the borrower.
10. The mortgage is not portable and is not assignable by the borrower and is not assumable.
11. Payment received after 1:00 PM shall be deemed to have been received on the following business day.
12. A Lender's title insurance policy will be ordered by the Lender's solicitor at borrower's expense.
13. Documents cannot be signed under Power of Attorney without advance notice, review, and the Lender's specific consent. The Lender reserves the right to decline to accept Power of Attorney.
14. Independent Legal Advice is required in the event the loan proceeds are for the benefit of any party not executing the mortgage.
15. This commitment is conditional upon confirmation that Extend Financial Ltd's existing second mortgage on the subject property will remain in place. The new first mortgage being advanced under this commitment is to be registered in first position, replacing and discharging the existing TD first mortgage. No changes are to be made to the existing second mortgage currently held by Extend Financial Ltd.

The Lender reserves the right to request more information about the security or Parties to the Loan (as needed) and/or conduct an interview with any of the Parties to the Loan prior to closing.

Acceptance

Please signify your agreement to the foregoing by executing the duplicate copy here of and returning same for our solicitor. This commitment is void if not accepted by 06/26/2025.

Dated at Toronto this 20th day of June, 20 25.

Signed by:
Justin Levine
463050887384041F

Borrower: Justin Lee Levine

stardustpictures@gmail.com

Justin Lee Levine Unique Email

Rafael Alter

LENDER: Extend Financial Ltd.

Initial

Initials of all Parties to the Loan (Required)

THIS IS **EXHIBIT "15"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

CREDIT FACILITY AGREEMENT

BETWEEN:

EXTEND FINANCIAL LTD., a corporation incorporated pursuant to the laws of the Province of Ontario, hereinafter referred to as the ("**Lender**")

AND

Justin Lee Levine residing in the Province of Ontario, hereinafter referred to as ("Borrower")

WHEREAS the Borrower has requested that the Lender make a credit facility available to her/him for personal consumption purposes and as they otherwise deem necessary;

AND WHEREAS the Lender has agreed to make the credit facility available to the Borrower on the terms and conditions herein provided for:

THE PARTIES AGREE AS FOLLOWS:

1. **DEFINITIONS**

1.1 Unless the context otherwise requires, the following expressions will have the respective meanings hereinafter set forth:

(a) "**Applicable Law**" means, in respect of any Person, property, transaction or event, all applicable statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards in each case to the extent having the force of law, or any provisions of such laws, including general principles of common and civil law and equity or policies or guidelines, to the extent such policies or guidelines have the force of law;

(b) "**Business Day**" means each day other than a Saturday, Sunday or any other day on which the chartered banks are not open for business in the Province of Québec or Ontario.

(c) "**Credit Documents**" means, collectively, this Agreement, the Security Documents and all other agreements, documents and instruments required or contemplated herein to be provided by the Borrower, the Guarantor or any other person as the same may be amended, restated, supplemented, otherwise modified or replaced;

(d) "**Credit Facility**" is defined in Section 2 hereof;

(e) "**Credit Facility Limit**" means the total facility limit as agreed at signing or as amended.

(f) "**Credit Parties**" means, collectively, the Borrower and the Guarantor, and "**Credit Party**" means any one of the Credit Parties;

(g) "**Event of Default**" has the meaning attributed to it in Section 9.1;

(h) "**Governmental Entity**" means any (i) federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) any crown corporation incorporated by the foregoing; (iii) any subdivision or authority of any of the foregoing; or (iv) any quasi-governmental, judicial or administrative body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above;

(i) "**Loans**" has the meaning attributed to in Section 2.1;

(j) "**Material Adverse Effect**" means a material adverse effect or a series of adverse effects, as determined by the Lender in its sole, absolute, unfettered and arbitrary discretion, which either individually or cumulatively, (i) constitutes a material adverse change in the business, operations, financial condition or properties of a Borrower; (ii) could materially impair the ability of a Borrower to timely and fully perform the Obligations, or (iii) could materially impair the ability of the Lender to recover under or to enforce its rights and remedies under this Agreement or the Security Documents;

(k) **"Obligations"** means at any time (i) all direct and indirect, contingent and absolute obligations and liabilities of the Borrower to the Lender and the Lender under or in connection with this Agreement and the other Credit Documents, at such time, specifically including the Loans, all accrued and unpaid interest thereon, and all fees, expenses and other amounts payable pursuant to this Agreement and the other Credit Documents; provided that if otherwise specified or required by the context, **"Obligations"** shall mean any portion of the foregoing;

(l) **"Person"** means and includes an individual, a partnership, a corporation, a joint stock company, a trust, an unincorporated association, a joint venture or other entity, or a Governmental Entity, or any agency or political subdivision thereof, and the executors, administrators or other legal representatives of an individual in such capacity;

(m) **"Security Documents"** means any and all agreements, deeds, instruments and other documents entered into at any time by the Credit Parties and evidencing or securing or otherwise relating to the Obligations of the Borrower hereunder, the whole as may be amended, restated or replaced from time to time, including, without limitation, all other security set out in Schedule "B" hereto;

(n) **"Taxes"** means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by a Governmental Entity, including any interest, additions to tax or penalties applicable to them;

(o) **"Term"** has the meaning attributed to it in Section 10;

2. CREDIT FACILITY, LOANS

2.1 Subject to, and upon the terms and conditions contained herein, the Lender agrees hereby to establish a credit facility (the **"Credit Facility"**) under which it makes loans to the Borrower from time to time (the aggregate amount of the Credit Facility being outstanding at any time are herein collectively referred to sometimes as the **"Loans"** and each advance under the Credit Facility, is a **"Loan"**) in amounts which will not in the aggregate at any time exceed the Credit Facility Limit.

In the event that at any time the outstanding amount of the Loans exceeds the amounts indicated above, upon demand by the Lender, the Borrower will immediately repay to the Lender the amount of any such excess for which payment is demanded.

2.2 Loans will be disbursed by the Lender to the Borrower by wire transfer or howsoever the Lender should determine to the Borrower' bank account according to the information provided by the Borrower in accordance with the form set out in Schedule "C" attached hereto or by such other procedure as is established from time to time by the Lender and the Borrower. The Borrower will pay all bank charges and wire transfer fees relating to such transfers and the Lender may deduct such amounts from the amounts to be disbursed by the Lender to the Borrower.

2.3 The records maintained by the Lender in accordance with its usual practice of the amounts advanced to the Borrower in connection with the Credit Facility and the amounts of the Loans which are outstanding and the records maintained by the Lender of the amounts of interest and other fees and costs payable and paid under this Agreement shall constitute, absent manifest error, rebutable *prima facie* proof thereof in any legal proceedings or action in respect of this Agreement.

3. INTEREST AND COSTS

3.1 The Borrower will pay interest calculated on a daily basis on the number of days elapsed and based on the actual number of days in the year, without demand or notice, on the first Business Day of each month or as determined by the Lender in its sole discretion, on the outstanding balance of the Loans from time to time outstanding at a rate of interest equal to prime rate plus the spread interest as calculated at the rate in the Mortgage Commitment Letter. The interest rate will be calculated daily and paid monthly and will be adjusted if there has been a change in the Prime Rate. The interest rate will be calculated daily and paid monthly. Such interest will be payable both before and after demand, default, maturity and judgment.

3.2 Interest on overdue interest shall be payable at the same rate as interest on interest not overdue, which interest shall be payable on demand.

3.3 Interest on any unpaid costs and expenses and other fees and charges contemplated herein which are not paid when due hereunder shall bear interest calculated at the same rate as indicated in section 3.1 above , which interest shall be payable on demand.

3.4 For purposes of disclosure under the *Interest Act* (Canada), whenever any fee payable hereunder is computed at a rate on the basis of a year of three hundred and sixty-five (365) days, such fee constitutes a fee on a yearly basis equivalent to such rate divided by three hundred and sixty (365) and multiplied by the number of days in a given year.

3.5 The Borrower hereby acknowledges and confirms that (s)he understands the conversion formulas and how to calculate any annual rate of interest contemplated in this Section. The Lender agrees that promptly upon request by a Borrower from time to time it will advise the Borrower of the effective interest rate charged on the Loans, and will assist the Borrower in calculating the effective annual rate of interest required to be disclosed pursuant to section 4 of the *Interest Act* (Canada).

3.6 The Borrower acknowledges and agrees that for the purposes of the *Interest Act* (Canada), the information provided to them hereunder with respect to the calculation of interest hereunder or under any other Credit Document shall constitute an express statement of the yearly rate or percentage of interest to which such interest rate or percentage is equivalent. The Borrower hereby irrevocably agrees not to plead or assert, whether by way of defence or otherwise, in any proceeding relating to this Agreement or any other Credit Document, that the interest payable under this Agreement or any other Credit Document and the calculation thereof has not been adequately disclosed to the Borrower, whether pursuant to section 4 of the *Interest Act* (Canada) or any other Applicable Law.

4. REPAYMENT OF CREDIT FACILITY

4.1 The Borrower hereby binds and obliges himself/herself to repay the principal amount of the Credit Facility to the Lender, with accrued interest, in accordance with the provisions contained in paragraph 11 hereof. **The Borrower may repay and re-borrow the Credit Facility at any time during the Term using the online portal access provided by the Lender.**

5. SECURITY

5.1 The indebtedness to the Lender in respect of the Loans and all other amounts payable to the Lender hereunder and the fulfilment of all Obligations of the Borrower hereunder will be secured, *inter alia*, by the Security Documents.

6. CONDITIONS PRECEDENT

6.1 The obligation of the Lender to make the advance of the initial Loan under the Credit Facility is subject to and conditional upon the fulfilment of each of the conditions set forth in Section 6.2 and of the fulfillment of the following terms and conditions to the entire satisfaction of the Lender:

(a) The Credit Documents and other documents listed in Schedule "B" attached hereto will have been duly executed and delivered to the Lender and duly registered in all places where registration is required;

(b) The Lender shall have completed all of its due diligence investigations and shall, in its sole discretion, be satisfied with the results of same;

(c) The Lender shall have received evidence satisfactory to it that all insurance coverage contemplated in this Agreement is in place and that the Lender's interest as loss payee has been endorsed thereon.

6.2 The obligations of the Lender to disburse any Loan, or any portion thereof to a Borrower is subject to and conditional upon the fulfillment of each of the following terms and conditions to the entire satisfaction of the Lender, at the time of each disbursement:

(a) The representations and warranties set forth in this Agreement and in the Security Documents will be and are warranted by the Borrower to be true and correct as of the date of any Loan and there will not have occurred an Event of Default or any event or circumstance which, with the giving of notice, lapse of time or otherwise, would constitute an Event of Default;

(b) There will not have occurred any event or series of events which would have a Material Adverse Effect;

(c) The Lender will be satisfied that the Security Documents remains valid, binding and enforceable;

Each of the conditions set forth in this Section 6 is for the exclusive benefit of the Lender, and unless waived in writing by the Lender shall be fulfilled, satisfied and performed by the Borrower.

7. REPRESENTATIONS AND WARRANTIES

7.1 The Borrower and each of the Guarantor, as the case may be, hereby represents and warrants to and in favour of the Lender as follows:

(a) There are no actions, suits or proceedings pending or, to the knowledge of the Borrower, threatened against or adversely affecting any of the Borrower in any court or before or by any Federal, Provincial, Municipal or other governmental department, commission, board, bureau or agency, Canadian or foreign, which might materially affect the financial condition of a Borrower or the title to its property or assets;

(b) The execution and delivery of this Agreement and the Security Documents and the consummation of the transactions herein contemplated and the compliance with the covenants, terms, provisions and conditions hereof do not conflict with or result in a breach of any of the terms or provisions of any agreement or instrument to which a Borrower is now a party or which purports to be binding upon it or its property and assets or constitute a default under any of them;

(c) This Agreement, the Security Documents and all other deeds, documents or instruments delivered pursuant thereto will, when executed and delivered, constitute valid and binding obligations of the party executing same enforceable against it in accordance with their respective terms except as may be limited by other deeds, documents or instruments delivered pursuant thereto or by applicable bankruptcy, reorganization, insolvency, moratorium or any laws affecting the enforcement of creditors' rights;

(d) The borrowing of money under this Agreement and the execution and delivery of this Agreement and the Security Documents do not require the consent or approval of, or registration with any other party or any Canadian or other governmental body, agency or authority;

(e) All balance sheets, earnings statements, notices of assessments and other financial data which have been or shall hereafter be furnished to the Lender to induce the Lender to enter into this Agreement or otherwise in connection herewith have been or will be prepared in accordance with generally accepted accounting principles approved by the Canadian Institute of Chartered Accountants, and do or will fairly represent the financial condition and the results of the operations of a Borrower, and all of the information, certificates, schedules, reports and other papers and data furnished to the Lender are or will be, at the time the same are so furnished, accurate, complete and correct in all materialrespects;

The representations and warranties in this Agreement and in any certificates or documents delivered to the Lender shall not merge in or be prejudiced by and shall survive any Loan and shall continue in full force and effect for the Term of this Agreement. If, with respect to any Loan under the Credit Facility, the Lender waives or accepts any change in the representations or warranties as set out herein, such waiver or accepted change shall not constitute a Default or breach with respect to such Loan under the Credit Facility provided, however, that such waiver or accepted change with respect to any such Advance under the Credit Facility shall not be, or be deemed to be, a waiver or accepted change in the representations or warranties with respect to any subsequent Loans under the Credit Facility.

8. COVENANTS

8.1 The Borrower covenants with the Lender that, so long as the Credit Facility or any portion thereof remains outstanding:

(a) (s)he will deliver or cause to be delivered to the Lender all such financial information which the Lender may reasonably request from time to time;

(b) (s)he will pay and discharge all Taxes and other governmental charges and all contractual obligations calling for the payment of money before the same shall become overdue and, upon request, it will provide the Lender with evidence of such payment;

(c) (s)he will promptly notify the Lender of any condition or event which constitutes or with the lapse of time and/or the giving of notice would constitute a default under this Agreement or any of the Security Documents and promptly inform the Lender of any material adverse change in the financial condition of a Borrower;

(d) (s)he will maintain insurance coverage upon the collateral under the security related to this Agreement all in accordance with the Lender's requirements from time to time and the Lender shall be named as a loss beneficiary, as its interest may appear, on all such insurance;

(e) (s)he will pay all fees and expenses in connection with the preparation of this Agreement as well as the Security Documents and any other documentation relating to the matters referred to therein, including: (i) all costs and expenses of filing and recording fees and Taxes; (ii) all costs and expenses of remitting loan proceeds, collecting cheques and other items of payment, if applicable; (iii) costs and expenses paid or incurred in connection with demanding payment of the Obligations of the Borrower under this Agreement, enforcing the security interest and liens of the Lender, selling or otherwise realizing upon the assets subject to the Security Documents and otherwise enforcing the provisions of this Agreement and the Security Documents; (iv) the fees and disbursements of counsel to the Lender on a substantial indemnity basis in connection with any of the foregoing.

(f) (s)he will not create, incur, assume or permit to exist any mortgage, pledge, lien, hypothec, charge, security interest or other encumbrance whatsoever on or with respect to any property or assets subject to the Security Documents other than the Permitted Encumbrances outlined in Schedule A attached hereto;

(g) (s)he will keep and maintain each of the Permitted Encumbrances outlined in Schedule A attached hereto in good standing and will comply with the terms thereof and will forthwith notify the Lender in writing describing in reasonable detail any defaults thereunder;

9. EVENTS OF DEFAULT

9.1 The occurrence of any one or more of the following events will constitute an event of default (**"Event Of Default"**):

(a) If the Borrower defaults in payment of any principal of or interest on the Credit Facility when due;

(b) If the Borrower fails to perform or observe any covenant or undertaking contained herein, or in any instrument creating security in favour or for the benefit of the Lender, or in any other agreement entered into with the Lender, including, without limitation, the Security Documents and such default is not remedied within ten (10) Business Days after written notice to do so has been given by the Lender to the Borrower;

(c) If any representation, warranty, certificate, statement or report made herein, or deemed to have been made in connection with any Loan is false or erroneous in a material respect;

(d) If any indebtedness of the Borrower for borrowed money or pursuant to any other financing arrangement is demanded or becomes due prior to the stated maturity thereof;

(e) If the Borrower attempts to sell or shall sell or dispose of or in any way part with the possession of the collateral under the Security Documents;

(f) If the Borrower abandons its undertaking or property or assets or any part thereof;

(g) If any execution, sequestration or any other process of any Court becomes enforceable against the Borrower or if a distress or analogous process is levied upon its property or assets and the failure to satisfy such execution, sequestration, distress or process would render any property or assets of the Borrower liable to sale or forfeiture;

(h) If the Borrower fails to insure or keep insured the collateral under the Security Documents;

(i) If the Borrower suspends or ceases or threaten to suspend or cease business or threaten to suspend or cease making payments under this Agreement;

(j) If the Borrower makes an assignment, proposal or compromise for the benefit of its creditors or otherwise acknowledges its insolvency or should the any of the Borrower invokes, threaten to invoke or indicate its intention to invoke the benefit of any legislation governing insolvent debtors;

(k) If any of the Borrower becomes bankrupt or insolvent or if any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced in respect of a Borrower or in respect of any of its property or if any receiver, trustee or liquidator takes possession of the undertaking or any substantial portion of the property of a Borrower;

(l) If a Borrower shall permit any amount which has been admitted as due by it or is not disputed to be due by it and which forms or is capable of being made a charge upon any of the property or assets subject to any security held by or for the benefit of the Lender, to remain unpaid for ten (10) days after proceedings have been taken to enforce payment;

(m) If a Borrower defaults in payment or discharge of any indebtedness or liability to the Lender other than the Loans when due and such default continues for five (5) days after the due date;

(n) If any of the Credit Parties defaults under the terms of any security on its assets including, without limiting the generality of the foregoing, the Security Documents or should any creditor of the Borrower give notice of its intention to enforce its security on any assets subject to the Security Documents;

(o) If the Guarantor or any other guarantor of the Credit Facility withdraws or purports to withdraw, without the consent of the Lender, any guarantee or any security given in connection therewith; and

(p) A Material Adverse Effect has occurred of which the Lender has given notice to the Borrower.

9.2 Upon the occurrence of any Event of Default which is continuing, at the option of the Lender all indebtedness in respect of the Credit Facility will, upon notice or demand, become due and payable and the Security Documents will become immediately enforceable. All costs and expenses of collection of amounts owing hereunder or of enforcement of any Security Document will be for the account of the Borrower and will be payable with interest thereon at the rate at which the Credit Facility bear interest and such repayment will be secured by the Security Documents.

10. **TERM**

10.1 The Credit Facility (together with all accrued interest and all other amounts payable hereunder) shall be repaid in full (and any obligation of the Lender to make advances hereunder shall be permanently cancelled) upon the earlier of:

(a) the balance due date in accordance with the registered charge (the **"Repayment Date"**); or

(b) the occurrence of an Event of Default.

(c) Notice demanding repayment has been made by the Lender.

Demand for repayment of the Credit Facility in full or in part, may be made by the Lender at any time and from time to time, without any reason therefor. Upon the making of such demand by the Lender, the Borrower shall, within five (5) business days of deemed receipt of notice for repayment, make payment to the Lender of all amounts stipulated in the notice as due and owing.

11. **COMPENSATION AND SET-OFF**

11.1 In addition to and not in limitation of any rights now or hereafter granted under applicable law, if an Event of Default occurs and is continuing, the Lender is authorized at any time and from time to time to the fullest extent permitted by law without notice to any of the Borrower, any notice being expressly waived by the Borrower, to set-off and compensate and to apply any and all indebtedness at any time owing by the Lender to or for the credit of or the account of the Borrower against and on account of the Obligations, including, without limitation, all claims of any nature or description arising out of or connected with this Agreement, irrespective of whether or not the Lender has made any demand under this Agreement. Without any obligation or liability on its part, the Lender will attempt in good faith to advise the Borrower of the Lender's exercise of any of its rights under this Section 11.1.

12. **FEES**

12.1 In consideration for the Lender establishing the Credit Facility, the Borrower agrees to pay a set-up fee to the Lender (the "Set-up Fee"), which shall be earned and payable upon the completion of the transaction contemplated herein.

13. **GENERAL**

13.1 In addition to any other liability of the Borrower hereunder, the Borrower hereby agrees to indemnify and save harmless the Lender and its agents, officers and employees (collectively, the "Indemnitees") from and against all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including reasonable legal fees on a solicitor and his own client basis) of any kind or nature whatsoever (but excluding any consequential damages and damages for loss of profit) which may be imposed on, incurred by or asserted against the Indemnitees (except to the extent arising from the negligence or wilful misconduct of such Indemnitees) which relate to or arise out of or result from any investigation by Governmental Entities or any litigation or other similar proceeding related to any use made or proposed to be made by the Borrower of the proceeds of any Loan.

13.2 All payments of principal, interest and any other amounts due to the Lender by the Borrower hereunder will be made by the Borrower without the necessity of demand, or on demand if payable on a

demand basis, at the Lender's office as indicated on the signature page hereof or at such other place in Canada as may be designated, from time to time, in writing by the Lender to the Borrower. The Lender reserves the right to impute all payments made by the Borrower whether on account of principal, interest, fees, expenses or otherwise in such manner as the Lender shall determine and the Lender may change such imputation from time to time in its sole discretion. Unless otherwise indicated, all dollar amounts expressed herein are in Canadian funds.

13.3 If, for purposes of obtaining judgment against the Borrower, it becomes necessary to convert into Canadian funds an amount due hereunder in U.S. Dollar funds, then the conversion shall be made at the rate of exchange prevailing on the last business day in Toronto, Ontario before the day on which the judgment is rendered.

For this purpose, "rate of exchange" means the spot rate at which the Lender is able to purchase U.S. funds with Canadian funds on the relevant date. In the event that there is a change in the rate of exchange prevailing between the day before the day on which the judgment is rendered and the date of payment of the amount due, the Borrower will pay such additional amount(s) as may be necessary to ensure that the amount paid on such date is the amount in Canadian funds which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due in U.S. funds. Any amount due by the Borrower under this paragraph shall be due as a separate debt and shall not be affected by judgment being obtained for any other sums due under this Agreement.

13.4 No delay or failure on the part of the Lender in exercising any right, power or privilege hereunder shall affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other power, right or privilege. The rights and remedies of the Lender under this Agreement are cumulative and not exclusive of any right or remedies which the Lender would otherwise have. No waiver by the Lender of any of its rights hereunder shall be deemed to be or constitute a waiver of any other rights or remedies of the Lender hereunder nor shall delay in the exercise of any right or remedy be deemed to be a waiver thereof.

13.5 Nothing herein contained shall constitute a novation or replacement of any right of the Lender or obligation of the Borrower to the Lender in virtue of any existing agreements between the Borrower and the Lender.

13.6 The Borrower will from time to time, at all times hereafter, upon every reasonable request of the Lender make, do or execute or cause to be made, done or executed all such further acts, deeds, things, devices, conveyances and assurances whatsoever, for the better and more perfectly effecting the purpose and intent of this Agreement and any security given in connection herewith.

13.7 Any notice, request or other communication hereunder to any party hereto in connection with this Agreement shall be in writing and be well and sufficiently given if sent by prepaid, registered or certified mail, hand-delivered or transmitted by electronic mail (followed by delivery by one of the above mentioned methods) to it at its address indicated on the signature page of this Agreement.

Any such notice shall be deemed to have been received on the date of delivery if hand delivered, on the earlier of the date of actual delivery by the postal authorities or three (3) Business Days after the date of mailing, if sent by mail, on the date of transmission, if transmitted by electronic mail before 5:00 p.m. E.S.T. on a Business Day or on the Business Day following the date of transmission if transmitted by electronic mail after 5:00 p.m. E.S.T. on a Business Day or on a day which is not a Business Day. In the event of an interruption or abnormal delay in postal service, any notice or other communication shall be hand delivered. Any of the parties hereto may, by written notice to the others, given as aforesaid, designate a changed address for such party.

13.8 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the courts of such Province shall have exclusive jurisdiction to hear and determine any matter or dispute arising hereunder or in connection herewith and the Borrower hereby irrevocably attorns to the exclusive jurisdiction of such courts for such purposes.

13.9 This Agreement shall be binding upon and enure to the benefit of the Lender, the Borrower and their respective successors and permitted assigns.

13.10 The Lender may assign, transfer, negotiate, pledge or otherwise hypothecate, in whole or in part, this Agreement, together with the Security Documents (provided that any assignee or transferee shall assume and be subject to the provisions of this Agreement and the Security Documents), and all rights and remedies of the Lender in connection with the interest so assigned shall be enforceable against the Borrower as the same would have been by the Lender but for such assignment; and

The Borrower shall not assign their rights and Obligations under this Agreement without the prior written consent of the Lender, which consent may be unreasonably withheld.

13.11 All covenants, undertakings, agreements, representations and warranties made by the

Borrower in this Agreement and the Security Documents and any certificates, reports, statements, information, data, documents or instruments delivered pursuant to or in connection with the Credit Facility, this Agreement or any of the Security Documents shall survive the execution and delivery of this Agreement, the Security Documents and any advances of the Credit Facility made by the Lender pursuant to this Agreement and any of the Security Documents, and shall continue in full force and effect until the Credit Facility is indefeasibly paid in full. All representations and warranties made by the Borrower in writing shall be deemed to have been relied upon by the Lender.

13.12 The headings of this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof. Words importing the singular number will include the plural and vice-versa; words importing the masculine gender will include the feminine gender and vice-versa; and words importing individuals will include firms, associations and corporations and vice-versa.

13.13 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will not invalidate the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

13.14 Time is of the essence of this Agreement and shall continue to be of the essence.

13.15 None of the preparation, execution or the registration of this Agreement or any Security Documents, or any filing or registration with respect thereto, shall bind the Lender to make an advance of the Credit Facility unless and until each of the terms, conditions and provisions contained herein have been satisfied and performed by the Borrower to the full satisfaction of the Lender.

13.16 To the extent that there is any inconsistency between a provision of this Agreement and a provision of any document constituting part of the Security Documents, the Lender shall determine, acting in its sole, absolute and arbitrary discretion, which of such conflicting or inconsistent provisions shall govern, notwithstanding that the same may be more onerous on the Borrower than any other conflicting or ambiguous provisions.

13.17 This Agreement supersedes all discussion papers, term sheets and other writings which may have been issued by the Lender prior to the date hereof relating to the Credit Facility, which shall have no force or effect; and this Agreement, the Security Documents and any other documents or instruments contemplated herein or therein shall constitute the entire agreement and understanding between the Credit Parties and the Lender relating to the subject-matter hereof. No provision of this Agreement, or any other document or instrument in existence among the parties may be modified, waived or terminated except by an instrument in writing executed by the party against whom such modification waiver or termination is sought to be enforced.

13.18 The Borrower agrees that the Lender may use their names and other information pertaining to the financing arrangements contemplated herein including, without limitation, the amount of the facility, for marketing and advertising purposes and the Borrower agrees not to invoke the confidentiality of the financing arrangements provided such information is being used for such purposes. The Lender agrees to submit such marketing and advertising communications to the Borrower for its approval prior to their use.

13.19 This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement. This Agreement may be executed by facsimile or pdf, and any signature contained hereon by facsimile or pdf shall be deemed to be equivalent to an original signature for all purposes.

DATED THIS _____ day of June, 2025.

Per:______________________________________

Name: Rafael Alter
Title: Director
I have authority to bind the Corporation

Address: 61 Wildcat Road, Toronto, ON, M3J 2P5

ACKNOWLEDGED AND AGREED TO at Toronto, this 26th day of June, 2025.

Justin Lee Levine

THIS IS **EXHIBIT "16"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

Properties

PIN 10518 - 0692 LT *Interest/Estate* Fee Simple

Description LT 12 PL 787 WEST TORONTO JUNCTION; TORONTO , CITY OF TORONTO

Address 3038 DUNDAS ST. WEST
TORONTO

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 LEVINE, JUSTIN LEE
Address for Service 3038 Dundas St. West, Toronto, Ontario,
M6P 1Z3

I am at least 18 years of age.

I am not a spouse

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

Chargee(s) *Capacity* *Share*

Name EXTEND FINANCIAL LTD.
Address for Service 61 Wildcat Rd, North York, Ontario M3J 2P5

Statements

Schedule: See Schedules

The text added or imported if any, is legible and relates to the parties in this document.

Provisions

Principal	$2,800,000.00 *Currency* CDN
Calculation Period	Daily on outstanding balance, not in advance
Balance Due Date	2026/07/01
Interest Rate	Prime Rate + 7.29%
Payments	
Interest Adjustment Date	2025 07 01
Payment Date	first day of each month
First Payment Date	2025 08 01
Last Payment Date	2026 07 01
Standard Charge Terms	200033
Insurance Amount	Full insurable value
Guarantor	

Signed By

Laith Muhmoud Hahn — 21-1700 King Road, King City (lhahn@hahnlaw.ca), L7B0N1 — acting for Chargor(s) — Signed 2025 06 27

Tel 905-638-8888

Email lhahn@hahnlaw.ca

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

Submitted By

HAHN LAW — 21-1700 King Road, King City (lhahn@hahnlaw.ca), L7B0N1 — 2025 06 27

Tel 905-638-8888

Email lhahn@hahnlaw.ca

Fees/Taxes/Payment

Statutory Registration Fee	$70.90
Total Paid	$70.90

File Number

Chargor Client File Number :	25755
Chargee Client File Number :	BR-OPP-0007697

Extend Financial

BR-OPP-0007697

HELOC SCHEDULE "A" – Additional Provisions

ADMINISTRATION FEES:

The Chargee/Mortgagee shall charge an administration fee (but not limited to) for each occurrence of any of the following events. Administration fees levied to the account of the Chargor/Mortgagor represent a reasonable anticipated recovery of the Chargee/Mortgagee's costs related to each action.

First Missed Payment:	$125.00	Payable for each missed or late installment payment and for replacing and processing each NSF cheque or returned payment. $125.00 for the first occurrence.
Second & Subsequent Missed Payment:	$250.00	Payable for each missed or late installment payment and for replacing and processing each NSF cheque or returned payment $250.00 for the second and each subsequent additional occurrence.
Insurance Compliance:	$450.00	Payable for dealing with each cancellation, premium payment, or other non-compliance with insurance requirements including but not limited to failure to provide documents upon request and/or in a timely manner e.g. your obligation to provide proof of renewal prior to expiry.
Appraisal:	Ad Hoc	Payable upon requirement for an updated appraisal per the terms of the loan. The appraiser determines the fee at the time of the order.
Default:	$1,750.00	Payable for each act or proceeding instituted.
Discharge Statement:	$350.00	For preparation of a discharge statement on one property.
Discharge Legals:	Ad Hoc	To be determined by the lawyer acting for the Chargee/Mortgagee.
Additional Property:	$100.00	For preparation of a discharge statement where the mortgage is registered inter alia on a collateral or additional property.
Rush Discharge:	$250.00	Rush fee if discharge is requested within 2 (two) business banking days of the requested discharge date.
Annual Statement:	No Charge	Preparation and provision of the annual statement in January each year.
Additional Statement:	$350.00	For preparation of an information statement in addition to the annual statement.
Balance Confirmation:	No Charge	A current balance and repayment history is available without charge via the lender's portal. Credentials for the portal are provide after the mortgage is funded.
Tax Default Fee:	$450.00	For failure by the Borrower to provide satisfactory confirmation of tax payments or other municipal levies.
Annual Admin:	$500.00	Charged annually on the anniversary of the first payment date. To recover cost of portal admin, plus banking fees for unlimited draws and lump sum payments, and sundry ongoing per-file expenses e.g. portfolio monitoring.
Condo Fee Default:	$450.00	Failure to notify mortgagee of registration of lien by the Condominium Corporation for common maintenance arrears.
Paper Statement Processing Fee:	$15.00	Payable for each paper communication mailed when valid email address not provided. As statements are required to be sent no less than monthly, this is a monthly charge.
Wire Processing Fee:	$100.00	Charged for wires commenced by the Chargee/Mortgagee to the Chargor/Mortgagor or their representatives, or to third parties as needed and as relates to the mortgage.

- The Chargee/Mortgagee reserves the right to charge reasonable fees for other administrative services not listed.
- Such administration fee shall be due when levied.
  - If the fee is not paid when levied, it will be included in the next monthly bill issued to the Chargor/Mortgage to be collected with the regular monthly interest payment due.
  - If the fee is not collected with the monthly payment because the monthly payment is not made by the Chargor/Mortgagor, and/or if the monthly payment including the fee is returned by the Chargor/Mortgagor's bank, the fee will then automatically and immediately be subject to interest at the effective rate of interest on the mortgage as of the monthly payment due date.
- Where a mortgage is prepaid by virtue of an interest reserve, such administration fees will be collected from the borrowers' bank account on file via pre-authorized debit.

DISPOSITION OF MORTGAGE LAND:

Provided that if the Chargor(s)/Mortgagor(s), sells, transfers, conveys or otherwise disposes of the lands and premises all amounts, whether principal, interest or otherwise that may be owing hereunder including administration fees and bonuses, shall, at the sole option of the Chargee/Mortgagee, be immediately due and payable and shall bear interest at the rate of interest in accordance with the terms of this Charge/Mortgage from the payment date next preceding the date of such sale, transfer, conveyance or disposition to the date of payment.

COSTS:

In the event of default under the herein Charge/Mortgage, notwithstanding anything contained to the contrary hereinbefore or hereinafter, all costs, charges and expenses including all legal costs on a solicitor and client basis, which may be incurred in endeavoring to collect any monies overdue under this charge, and/or rectifying all other monetary or non-monetary default under the

Initials of all Parties to the Loan (Required)

terms of this charge and including but not limited to obtaining legal counsel and advice and to the taking, recovering and keeping possession of the said lands and of negotiating this loan, investigating title, and registering the Charge/Mortgage and other necessary deeds, and generally in any other acts, actions and/or proceedings taken, in connection with or to realize this security, shall be, with interest at a rate as set out herein, a charge upon the said lands in favour of the Chargee/Mortgagee.

PAYMENT METHOD:

The Chargor(s)/Mortgagor(s)/Guarantor(s) shall provide the Chargee/Mortgagee with an executed Preauthorized Debit Agreement that permits the Chargee to withdraw the scheduled payments directly from the Chargor(s) bank account, along with a void cheque for the account and/or a teller-stamped pre-authorized debit agreement.

ASSIGNMENT OF RENTALS:

The Chargor(s)/Mortgagor(s) will assign to the Chargee/Mortgagee all rents payable from time to time under leases of the land or any part thereof whether presently existing or arising in the future, together with the benefit of all covenants contained in the said leases in favour of the Chargor(s)/Mortgagor(s) and for the purpose of enabling the Chargee/Mortgagee to enforce payment of the said rents, the Chargor(s)/Mortgagor(s) covenants and agrees that it will forthwith after making any lease of the land or any part thereof grant and assign to the Chargee/Mortgagee the reversion of such lease; provided that nothing herein contained shall be deemed to make the Chargee/Mortgagee responsible for the collection of such rents or an part thereof or for the performance of any covenant, terms or conditions contained in an such lease, and that the Chargee/Mortgagee shall not by virtue of these presents be deemed a Chargee/Mortgagee in possession of the land; and provided further that the Chargee/Mortgagee shall be liable to account for only such monies as may actually come into its hands by virtue of these presents less proper collection charges and that such monies when so received by the Chargee/Mortgagee shall be applied on account of the debt secured by the Charge/Mortgage; and provided further that the Chargee/Mortgagee will not cause the tenants under the said leases or any of them to pay rent to the Chargee/Mortgagee unless and until default has occurred in performance of any covenant contained in this Charge/Mortgage; and the Chargor(s)/ Mortgagor(s) will perform all of the Landlord's covenants and obligations contained in the said leases or any of them. The Chargor(s)/Mortgagor(s) will execute such further documents as the Chargee/Mortgagee may from time to time deem requisite for the purpose of giving full effect to the Assignment of Rents hereinbefore contained and of enabling the Chargee/Mortgagee to enforce payment of such rents.

DISCHARGE:

PROVIDED that when a discharge of the Charge/Mortgage is required for the within Charge/Mortgage, then the Chargee's/Mortgagee's Solicitor will prepare the discharge documentation for execution by the Chargee/Mortgagee, subject to the discharge fees and costs enumerated above, which costs shall be at the Chargor's/Mortgagor's expense.

PREPAYMENT PRIVILEGE:

Provided that the Chargor, when not in default hereunder, shall have the privilege of prepaying the whole or any part(s) of the principal sum herein secured on any monthly payment date(s) without notice or bonus.

SALE ON TERMS:

In the event power of sale proceedings are taken, the Chargee as vendor may sell the property on terms and if the result is that a charge/mortgage or charges/mortgages by the Chargee are taken back as part consideration of the sale, then the Chargee shall be entitled to sell those mortgages at a discount, without recourse by the Chargor/Mortgagor and the discount shall form part of the loss incurred by the Chargee and be recoverable against the Chargor.

In the case of a sale on credit the Chargee/Mortgagee shall be bound to apply on account only such monies as have been actually received from the purchasers from time to time. After the satisfaction of all Chargee's/Mortgagee's claims, the Chargee will not be bound to pay any amount to the Chargor/Mortgagor or any other person claiming entitlement thereto until all such agreements and assurances as the Chargee/Mortgagee considers fit have been executed and delivered.

The Chargee/Mortgagee may buy in or rescind or vary and contract for the sale of the whole or any part of the Property and resell without being answerable for loss occasioned thereby. Any person, including the Chargee/Mortgagee herein, may bid on, tender for or purchase the Property at the sale.

BANKRUPTCY AND INSOLVENCY ACT:

The Chargor/Guarantor represents and warrants that she/he is not an "Undischarged bankrupt" as defined in the Bankruptcy and Insolvency Act. In the event that the Charger/Guarantor is an "Undischarged bankrupt", then all amounts, whether principal, interest or otherwise that may be owing hereunder including administration fees and bonuses together with a three (3) month interest payment thereon shall be immediately due and payable at the sole option of the Chargee.

RECEIVERSHIP CLAUSE:

The Chargor/Mortgagor agrees that if and whenever the Chargee/Mortgagee becomes entitled hereunder to enter into possession of the mortgaged premises, it may in its sole discretion, by writing, appoint a Receiver of the mortgaged premises or any part thereof and of the rents and profits hereof and from time to time remove any receiver and appoint another in his stead and that in making any such appointment or appointments the Chargee/Mortgagee shall be deemed to appoint an acting attorney for the Chargor/Mortgagor.

And that the following provisions shall apply upon the appointment of any such receiver: that such appointment may be made either before or after the Chargee/Mortgagee shall have entered into or taken possession of the mortgaged premises or any part thereof: that every such receiver may, at the sole discretion of the Chargee/Mortgagee, be vested with all or any of the powers and discretions of the Chargee/Mortgagee; that the Chargee/Mortgagee may from time to time fix the remuneration of every such receiver and direct the payment thereof of the mortgaged premises or the proceeds thereof; that every such receiver shall so far as concerns the responsibility for his acts or omissions be deemed the agent of the Chargor/Mortgagor and in no event the agent of the Chargee/Mortgagee, and the Chargee/Mortgagee in making or consenting to such appointment shall not incur any liability to the receiver for his remuneration or otherwise howsoever; that all monies from time to time received by such receiver shall be paid by him firstly, in discharge of all rents, taxes, insurance premiums and outgoings affecting the mortgaged premises, secondly, in payment of his commission as receiver and the cost of executing the necessary or proper repairs; thirdly, in keeping in good standing all charges on the mortgaged premises prior to this Charge/Mortgage; fourthly, in payment of the interest accruing due under this mortgage; and the residue of any money so received by him shall be applied on the principal sum from time to time owing under this Charge/Mortgage.

RENOVATION:

The Chargor(s)/Mortgagor(s) agree not to renovate or rent any part of the subject premises without written approval of the Chargee(s)/Mortgagee(s).

CONSTRUCTION LIEN ACT:

No portion of the proceeds of this Mortgage is to be used to finance any construction, alterations, renovations, or improvements to the subject property within the meaning of the Construction Lien Act (Ontario) or to repay a Mortgage which was taken out for this purpose, failing which all amounts, whether principal, interest or otherwise that may be owing hereunder, including Administration Fees and bonuses, shall be immediately due and payable at the sole option of the Mortgagee. If any amount of money is claimed in priority over this Mortgage pursuant to the Construction Lien Act (Ontario) and if the Mortgagee is obligated to pay any amounts owing under the said Act, same shall be added to the principal amount outstanding under the Mortgage.

ACKNOWLEDGMENT ON ASSIGNMENT:

In the event that the Chargee assigns, transfers, or otherwise conveys its interest hereunder, and upon the delivery of notice of same to the Chargor, the Chargor, if so requested, shall without cost, at any time and from time to time, execute an acknowledgment with respect to the terms and conditions of the Charge and the amount outstanding thereunder. Failure to execute the acknowledgment and deliver the acknowledgment to the Chargee within 5 days of its receipt by the Chargor to the Chargee shall be deemed to be default by the Chargor under the Charge.

INDEMNIFICATION OF CHARGE:

In the event the Chargee shall be made a party to any litigation commenced by or against the Chargor, the Chargor shall indemnify and hold the Chargee harmless therefrom and shall pay all costs, expenses and solicitor's fees on a **full** indemnity basis. Such costs shall be a charge on the property and may be added to the principal amount secured hereby.

DEFAULT:

Each and every of the following events shall constitute default under this Charge/Mortgage:

1. default in the payment of the Principal Amount, interest or any other amount secured by this Charge/Mortgage, when payment of such amount becomes due under the terms of this Charge.
2. if the Chargor/Mortgagor/Guarantor is a Corporation and there is a change of control to a person or persons not approved by the Chargee/Mortgagee/Guarantee in writing:
3. if a petition in bankruptcy is filed against the Chargor /Mortgagor/Guarantor, if the Chargor/Mortgagor/Guarantor makes a proposal to creditors under the Bankruptcy and Insolvency Act, or makes a general assignment for the benefit of its creditors, if a receiver, interim receiver, monitor or similar person is placed or is threatened to be placed in control of or for overview of the Chargor's/Mortgagor/Guarantor's affairs or Property, or in the opinion of the Chargee/Mortgagee, the Chargor/Mortgagor/Guarantor becomes insolvent;
4. default under any terms or covenants contained herein or under any terms or covenants contained in any encumbrance registered in priority or subsequent to this Charge/Mortgage, or in payment of the realty taxes, fire insurance, or condominium common expenses for the said property, shall constitute default under this Charge/Mortgage.
5. Any payment that is made after 1:00 pm on any date shall be deemed, for the purpose of calculation of interest, to have been made and received on the next bank business day.

The Chargor/Mortgagor agrees that should the mortgage not be renewed or discharged on the maturity date, that the Chargee/Mortgagee, at its option, shall be entitled to charge an additional fee equivalent to three (3) months interest, which amount shall be added to the principal amount outstanding hereunder on the maturity date.

The Chargor/Mortgagor agrees that should the Chargee/Mortgagee commence action due to default under the Charge/Mortgage, that the Chargee/Mortgagee at its option shall be entitled to charge an additional fee equivalent to three (3) months interest.

FURTHER ENCUMBRANCES:

The Chargor shall not grant or permit any further mortgages, charges or encumbrances of any nature to be registered against the Property without the prior written consent of the Chargee, and in the event of breach of this covenant, the Chargee shall be entitled to commence default proceedings and at the option of the Chargee, all money secured by this Charge/Mortgage together with an amount equal to three (3) months interest on the principal amount at the rate applicable to the principal amount shall become due and payable immediately.

CAPITIALIZATION OF ANY PAYMENTS ON PRIOR ENCUMBRANCES:

If the Charger makes any agreement with any prior encumbrancers to satisfy any arrears of mortgage, property taxes, insurance or any other payments respecting the Property by way of an increase in the principal balance of the mortgage account or any other increase in

Initials of all Parties to the Loan (Required)

the mortgage account, without the prior written consent of the Chargee, such act shall be a default under this Charge Mortgage.

ACCRUAL OF INTEREST:

In the event the terms of this Mortgage specifically provide for the accrual of interest for a specified period of time, the Chargor/Mortgagor/Guarantor confirms, represents and warrants that the provision for the accrual of interest has been requested by the Chargor/Mortgagor/Guarantor and the Chargor/Mortgagor/Guarantor represents, warrants and undertakes to use the monies that would otherwise be paid to the herein Chargee/Mortgagee/Guarantor but for the accrual, towards payment of outstanding realty taxes or to subsequent Chargees/Mortgagees and other subsequent encumbrancers.

FARM DEBT MEDIATION ACT:

Provided further that the Chargor represents and warrants that he is not a "Farmer" as defined in the Farm Debt Mediation Act and the Charger further covenants and agrees that during the currency of the within charge, Chargee will not engage in any activity which would have the effect of deeming him a Farmer within the meaning of the Farm Debt Mediation Act. In the event that the Chargor fails to comply with the within provision, the within charge shall, at the Chargee's option immediately become due and payable in full, together with a service charge equivalent to three 3 months interest thereon.

COVENANT TO PAY BROKER FEE/REFERAL FEE LENDER/LEGAL FEE/COSTS:

The Chargor acknowledges that the loan hereby secured was arranged by one or more mortgage brokers or real estate brokers or others and that broker referral fees and legal costs were incurred by the Chargee, on behalf of the Charger, in connection herein. Part of the consideration received by the Chargee in agreeing to advance the funds secured hereby is the payment of the mortgage brokers fees stipulated in Form 2 as required under the Mortgage Brokers Act, R.S.O., 1990 or the payment of the real estate brokers fees or referral fees, as the case may be and legal costs incurred by the Chargee on behalf of the Charger herein. Upon registration of this Charge, and where the Chargor is unable to or unwilling to receive the monies secured hereby, the Chargor shall not be entitled to a discharge of this charge until the mortgage brokers fees or real estate brokers fees or referral fees, as the case may be the lenders fees, and the legal costs incurred by the Chargee, on behalf of the Chargor herein, are paid in full.

PRIORITY PAYMENT OF ACCOMODATION AND/OR AMENDMENT FEE / BROKER FEE/REFERAL FEE/LENDER FEE LEGAL COSTS:

In the event the terms of this mortgage or any amendment and/or accommodation agreement made with respect thereto specifically provide for the capitalization or deferment of any accommodation and/or amendment fee, broker fee, referral fee, lender fee and/or legal costs, the Chargor/Mortgagor and Guarantor hereby acknowledge and agree and warrant and represent that all payments made are intended to and shall be first applied as payment against accommodation and/or amendment fees, referral tees, broker fees, lender fees and legal costs so capitalized or deferred, until such fees and costs are paid in full.

SEVERABALITY OF ANY INVALID PROVISIONS:

If in the event that any covenant, term or provision contained in this Charge is held to be invalid, illegal or unenforceable in whole or in part, then the validity, legality and enforceability of the remaining covenants, provisions and terms shall not be affected or impaired thereby, and all such remaining covenants, provisions and terms shall continue in full force and effect. All covenants, provisions and terms hereof are declared to be separate and distinct covenants, provisions, or terms as the case may be.

THIS IS **EXHIBIT "17"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

Extend Financial
formerly BankRight

Mortgage Commitment

BR-OPP-0007527

Approval Date:	06/03/2025
Approval Type:	HELOC (“Mortgage Home Equity Line of Credit”)
Approved Amount:	$1,250,000.00 (your “Approved Credit Limit” or “Principal Maximum Amount”)
Closing Date:	On or before 06/16/2025
Interest Adjustment Date:	First of the month following closing. *(Your closing date is the “Request for Funds” date.)*
Initial Draw Amount:	$____________________ *(Set the amount of your first draw at closing.)*
Lender:	Extend Financial Ltd.

Parties to the Loan

All persons or entities listed below are “Parties to the Loan.”

Borrower(s): Justin Lee Holdings Ltd.

Guarantor(s): Justin Lee Levine

If your name is not spelled correctly above, or if the name used above does not match your legal identification documents, please do not sign this document. Please provide the correct information to your broker/agent and a new loan commitment will be generated. Incorrect spelling or incomplete names can cause delays at closing and/or issues for your lawyer or title insurance provider.

Please provide contact information for your account. A valid email address is required for a HELOC.

Main Email: → stardustpictures@gmail.com *(Required: please print clearly.)*

Main Telephone: → 4165594010 *(Required: please print clearly.)*

- We will be using the email address above to send your monthly statements to you.
- This is also the email account that will be linked to your online portal account for draws & payments.

The Security

All properties listed below are being mortgaged form the Security for the Loan.

Security:	<u>Property 1</u>
Priority:	2nd Position Mortgage Charge
Security Address:	3039 Dundas Street W Toronto, ON, M6P1Z5
Occupancy:	Investment - Rental

Terms & Conditions

Your Loan Term, Fees, Rate & Payment

Term:
- Twelve (12) Months

Max Approved LTV:
- 75.00%

Commitment Fee:
- 4.00% of the Principal Maximum Amount - Fully earned upon signing this commitment.

Deposit on Legal Fee:
- $750.00 must be received by e-transfer to retainer@gklaw.ca.

Determination of
- Your loan bears interest at an adjustable interest rate that is the <u>greater</u>

Initial Initial

Initials of all Parties to the Loan (Required)

	of the Prime Rate plus the spread of 7.04% **or** 11.99%, effective 06/04/2025. • "Prime Rate" means the annual variable interest rate publicly announced by Bank of Montreal that may change from time to time.
Prepayment Privilege:	• Your loan is open to repayment in full or in part at any time. Refer to Schedule A for notice requirements for a full discharge.
Monthly Payments:	• Interest is calculated monthly based on your daily outstanding balance at the interest rate in effect on each day of the month, not in advance. • Interest-only payments are due on the 1st of the month.
Standard Charge Terms:	• Dye and Durham 200033
Schedule:	• The lender's solicitor's standard form of mortgage schedule shall form a part of the charge.
Lender's Solicitor:	• The Lender shall retain its own solicitor and the borrower shall retain its own, both solicitors to be paid by borrower. • Lender's solicitor fees are $2,249.00 plus HST plus disbursements plus the cost of title insurance. **Broker/Agent:** please include these costs on your disclosure. • Additional Properties will attract additional legal fees. • Corporately owned properties will attract additional legal fees. • Any security documentation required in addition to the basic mortgage documentation will attract additional legal fees.
Borrower's Solicitor:	• TBD: Please provide name and contact information with signed commitment.
Taxes and Insurance:	• Property taxes for the security as well as personal or corporate income tax and HST (if applicable) for all Parties to the Loan are to be in good standing and paid up to date on the day of closing. • The Parties to the Loan shall at all times maintain the taxes and insurance in good standing, failing which, the lender may pay the taxes and/or obtain insurance on the parties' behalf and demand immediate of the same from any of the Parties to the Loan. • The Parties to the Loan undertake to provide the Lender, no less than annually, proof that the final property tax bill of the year has been paid in full. In addition, the Parties to the Loan undertake to provide the Lender with the annual insurance renewal document no later than 10 days prior to renewal of the policy. • Failure by the Parties to the Loan to provide confirmation of tax or insurance documentation on demand or to repay the lender's expenses on account of the payment of taxes and insurance plus its administrative costs shall be deemed a breach of the mortgage allow the lender to enforce the mortgage in the same manner as it would for unpaid principal and interest.
Insurance :	• The borrower is to obtain and maintain fire and public liability insurance. • The lender is to be noted as SECOND LOSS PAYEE and ADDITIONAL INSURED on the insurance policy. • The policy must include the standard mortgage clause and be in an amount equal to or greater than the principal amount or replacement costs guaranteed but remains to be determined at the lender's discretion as to sufficiency. • Deductible must not exceed $5,000.00.

Conditions Required by the Lender

Property 1:

1. The value of the property located at 3039 Dundas Street W, Toronto, ON, M6P1Z5 must be at least $8,300,000.00 as per lender's determination. A satisfactory current appraisal by a member in good standing of the Appraisal Institute of Canada must be directed to the lender to verify the property value to the satisfaction of the Lender. The cost of the appraisal is for the borrower's account.
2. A subsequent new or updated Current 'Appraisal Institute of Canada' Appraisal directed to the lender to

Continued from previous page.

verify value at the Sole and Unfettered discretion of the Lender must be received every 2 years from the appraisal date as a condition of renewal.
3. The balance or credit limit of the current 1st position mortgage outstanding on 3039 Dundas Street W, Toronto, ON, M6P1Z5 must not exceed $4,973,256.00 and must be in good standing. A current statement will be required.
4. No subsequent financing is permitted on 3039 Dundas Street W, Toronto, ON,M6P1Z5.

Additional Conditions:

5. Your mortgage broker/agent must return the following documents to the Lender no later than the commitment expiration date below.

   a. Signed commitment.
   b. Signed Lender's Schedule A.
   c. Valid identification for all Parties to the Loan.
   d. Signed borrower disclosure (with the broker/agent acting for both the borrower and the lender, not to the preference of either), with itemized cost of borrowing including legal, costsannual fee, wire, etc.;
   e. Signed complete application that matches the final terms of this loan and includes all Parties to the Loan;
   f. Signed letters of direction; and
   g. The borrowers' solicitor's name and contact information.
   h. PDF copy of the Interac Transfer Email borrower receives when making Retainer and/or Deposit payments.
6. E-signature is acceptable to the Lender however all Parties to the Loan must use a unique e-mail address. **Broker/Agent:** E-signatures must be able to be validated by the lender. Please include the e-signature audit report or envelope. If e-signatures cannot be validated, a final wet ink version of all signatures will be required at closing.
7. The Lender's solicitor will require confirmation of Canadian citizenship or permanent residence status (or in the case of a corporate borrower or guarantor Canadian control) for all Parties to the Loan.
8. A pre-authorized debit agreement and void cheque for a Canadian bank account owned by one or more Parties to the Loan will be required.
9. The mortgage shall contain a clause that in the event sale or transfer of any of the property or any part thereof, the mortgage may be due and payable in full at the lender's sole and absolute discretion.
10. The mortgage/commitment is assignable by the lender without requirement for consent form the borrower.
11. The mortgage is not portable and is not assignable by the borrower and is not assumable.
12. Payment received after 1:00 PM shall be deemed to have been received on the following business day.
13. A Lender's title insurance policy will be ordered by the Lender's solicitor at borrower's expense.
14. Documents cannot be signed under Power of Attorney without advance notice, review, and the Lender's specific consent. The Lender reserves the right to decline to accept Power of Attorney.
15. Independent Legal Advice is required in the event the loan proceeds are for the benefit of any party not executing the mortgage.

The Lender reserves the right to request more information about the security or Parties to the Loan (as needed) and/or conduct an interview with any of the Parties to the Loan prior to closing.

Acceptance

Please signify your agreement to the foregoing by executing the duplicate copy here of and returning same for our solicitor. This commitment is void if not accepted by 06/10/2025.

Dated at Toronto this 4th day of June, 2025.

Signed by: [signature]
Borrower: Justin Lee Holdings Ltd.

stardustpictures@gmail.com
Justin Lee Holdings Ltd. Unique Email

Signed by: Justin Levine
Guarantor: Justin Lee Levine

stardustpictures@gmail.com
Justin Lee Levine Unique Email

Rafael Alter
LENDER: Extend Financial Ltd.

Initials of all Parties to the Loan (Required)

THIS IS **EXHIBIT "18"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

CREDIT FACILITY AGREEMENT

BETWEEN:

EXTEND FINANCIAL LTD., a corporation incorporated pursuant to the laws of the Province of Ontario, hereinafter referred to as the ("**Lender**")

AND

Justin Lee Levine residing in the Province of Ontario, hereinafter referred to as ("Borrower")

WHEREAS the Borrower has requested that the Lender make a credit facility available to her/him for personal consumption purposes and as they otherwise deem necessary;

AND WHEREAS the Lender has agreed to make the credit facility available to the Borrower on the terms and conditions herein provided for:

THE PARTIES AGREE AS FOLLOWS:

1. **DEFINITIONS**

1.1 Unless the context otherwise requires, the following expressions will have the respective meanings hereinafter set forth:

(a) "**Applicable Law**" means, in respect of any Person, property, transaction or event, all applicable statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards in each case to the extent having the force of law, or any provisions of such laws, including general principles of common and civil law and equity or policies or guidelines, to the extent such policies or guidelines have the force of law;

(b) "**Business Day**" means each day other than a Saturday, Sunday or any other day on which the chartered banks are not open for business in the Province of Québec or Ontario.

(c) "**Credit Documents**" means, collectively, this Agreement, the Security Documents and all other agreements, documents and instruments required or contemplated herein to be provided by the Borrower, the Guarantor or any other person as the same may be amended, restated, supplemented, otherwise modified or replaced;

(d) "**Credit Facility**" is defined in Section 2 hereof;

(e) "**Credit Facility Limit**" means the total facility limit as agreed at signing or as amended.

(f) "**Credit Parties**" means, collectively, the Borrower and the Guarantor, and "**Credit Party**" means any one of the Credit Parties;

(g) "**Event of Default**" has the meaning attributed to it in Section 9.1;

(h) "**Governmental Entity**" means any (i) federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) any crown corporation incorporated by the foregoing; (iii) any subdivision or authority of any of the foregoing; or (iv) any quasi-governmental, judicial or administrative body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above;

(i) "**Loans**" has the meaning attributed to in Section 2.1;

(j) "**Material Adverse Effect**" means a material adverse effect or a series of adverse effects, as determined by the Lender in its sole, absolute, unfeterred and arbitrary discretion, which either individually or cumulatively, (i) constitutes a material adverse change in the business, operations, financial condition or properties of a Borrower; (ii) could materially impair the ability of a Borrower to timely and fully perform the Obligations, or (iii) could materially impair the ability of the Lender to recover under or to enforce its rights and remedies under this Agreement or the Security Documents;

(k) **"Obligations"** means at any time (i) all direct and indirect, contingent and absolute obligations and liabilities of the Borrower to the Lender and the Lender under or in connection with this Agreement and the other Credit Documents, at such time, specifically including the Loans, all accrued and unpaid interest thereon, and all fees, expenses and other amounts payable pursuant to this Agreement and the other Credit Documents; provided that if otherwise specified or required by the context, **"Obligations"** shall mean any portion of the foregoing;

(l) **"Person"** means and includes an individual, a partnership, a corporation, a joint stock company, a trust, an unincorporated association, a joint venture or other entity, or a Governmental Entity, or any agency or political subdivision thereof, and the executors, administrators or other legal representatives of an individual in such capacity;

(m) **"Security Documents"** means any and all agreements, deeds, instruments and other documents entered into at any time by the Credit Parties and evidencing or securing or otherwise relating to the Obligations of the Borrower hereunder, the whole as may be amended, restated or replaced from time to time, including, without limitation, all other security set out in Schedule "B" hereto;

(n) **"Taxes"** means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by a Governmental Entity, including any interest, additions to tax or penalties applicable to them;

(o) **"Term"** has the meaning attributed to it in Section 10;

2. <u>CREDIT FACILITY, LOANS</u>

2.1 Subject to, and upon the terms and conditions contained herein, the Lender agrees hereby to establish a credit facility (the **"Credit Facility"**) under which it makes loans to the Borrower from time to time (the aggregate amount of the Credit Facility being outstanding at any time are herein collectively referred to sometimes as the **"Loans"** and each advance under the Credit Facility, is a **"Loan"**) in amounts which will not in the aggregate at any time exceed the Credit Facility Limit.

In the event that at any time the outstanding amount of the Loans exceeds the amounts indicated above, upon demand by the Lender, the Borrower will immediately repay to the Lender the amount of any such excess for which payment is demanded.

2.2 Loans will be disbursed by the Lender to the Borrower by wire transfer or howsoever the Lender should determine to the Borrower' bank account according to the information provided by the Borrower in accordance with the form set out in Schedule "C" attached hereto or by such other procedure as is established from time to time by the Lender and the Borrower. The Borrower will pay all bank charges and wire transfer fees relating to such transfers and the Lender may deduct such amounts from the amounts to be disbursed by the Lender to the Borrower.

2.3 The records maintained by the Lender in accordance with its usual practice of the amounts advanced to the Borrower in connection with the Credit Facility and the amounts of the Loans which are outstanding and the records maintained by the Lender of the amounts of interest and other fees and costs payable and paid under this Agreement shall constitute, absent manifest error, rebutable *prima facie* proof thereof in any legal proceedings or action in respect of this Agreement.

3. <u>INTEREST AND COSTS</u>

3.1 The Borrower will pay interest calculated on a daily basis on the number of days elapsed and based on the actual number of days in the year, without demand or notice, on the first Business Day of each month or as determined by the Lender in its sole discretion, on the outstanding balance of the Loans from time to time outstanding at a rate of interest equal to prime rate plus the spread interest as calculated at the rate in the Mortgage Commitment Letter. The interest rate will be calculated daily and paid monthly and will be adjusted if there has been a change in the Prime Rate. The interest rate will be calculated daily and paid monthly. Such interest will be payable both before and after demand, default, maturity and judgment.

3.2 Interest on overdue interest shall be payable at the same rate as interest on interest not overdue, which interest shall be payable on demand.

3.3 Interest on any unpaid costs and expenses and other fees and charges contemplated herein which are not paid when due hereunder shall bear interest calculated at the same rate as indicated in section 3.1 above , which interest shall be payable on demand.

3.4 For purposes of disclosure under the *Interest Act* (Canada), whenever any fee payable hereunder is computed at a rate on the basis of a year of three hundred and sixty-five (365) days, such fee constitutes a fee on a yearly basis equivalent to such rate divided by three hundred and sixty (365) and multiplied by the number of days in a given year.

3.5 The Borrower hereby acknowledges and confirms that (s)he understands the conversion formulas and how to calculate any annual rate of interest contemplated in this Section. The Lender agrees that promptly upon request by a Borrower from time to time it will advise the Borrower of the effective interest rate charged on the Loans, and will assist the Borrower in calculating the effective annual rate of interest required to be disclosed pursuant to section 4 of the *Interest Act* (Canada).

3.6 The Borrower acknowledges and agrees that for the purposes of the *Interest Act* (Canada), the information provided to them hereunder with respect to the calculation of interest hereunder or under any other Credit Document shall constitute an express statement of the yearly rate or percentage of interest to which such interest rate or percentage is equivalent. The Borrower hereby irrevocably agrees not to plead or assert, whether by way of defence or otherwise, in any proceeding relating to this Agreement or any other Credit Document, that the interest payable under this Agreement or any other Credit Document and the calculation thereof has not been adequately disclosed to the Borrower, whether pursuant to section 4 of the *Interest Act* (Canada) or any other Applicable Law.

4. REPAYMENT OF CREDIT FACILITY

4.1 The Borrower hereby binds and obliges himself/herself to repay the principal amount of the Credit Facility to the Lender, with accrued interest, in accordance with the provisions contained in paragraph 11 hereof. **The Borrower may repay and re-borrow the Credit Facility at any time during the Term using the online portal access provided by the Lender.**

5. SECURITY

5.1 The indebtedness to the Lender in respect of the Loans and all other amounts payable to the Lender hereunder and the fulfilment of all Obligations of the Borrower hereunder will be secured, *inter alia*, by the Security Documents.

6. CONDITIONS PRECEDENT

6.1 The obligation of the Lender to make the advance of the initial Loan under the Credit Facility is subject to and conditional upon the fulfilment of each of the conditions set forth in Section 6.2 and of the fulfillment of the following terms and conditions to the entire satisfaction of the Lender:

(a) The Credit Documents and other documents listed in Schedule "B" attached hereto will have been duly executed and delivered to the Lender and duly registered in all places where registration is required;

(b) The Lender shall have completed all of its due diligence investigations and shall, in its sole discretion, be satisfied with the results of same;

(c) The Lender shall have received evidence satisfactory to it that all insurance coverage contemplated in this Agreement is in place and that the Lender's interest as loss payee has been endorsed thereon.

6.2 The obligations of the Lender to disburse any Loan, or any portion thereof to a Borrower is subject to and conditional upon the fulfillment of each of the following terms and conditions to the entire satisfaction of the Lender, at the time of each disbursement:

(a) The representations and warranties set forth in this Agreement and in the Security Documents will be and are warranted by the Borrower to be true and correct as of the date of any Loan and there will not have occurred an Event of Default or any event or circumstance which, with the giving of notice, lapse of time or otherwise, would constitute an Event of Default;

(b) There will not have occurred any event or series of events which would have a Material Adverse Effect;

(c) The Lender will be satisfied that the Security Documents remains valid, binding and enforceable;

Each of the conditions set forth in this Section 6 is for the exclusive benefit of the Lender, and unless waived in writing by the Lender shall be fulfilled, satisfied and performed by the Borrower.

7. REPRESENTATIONS AND WARRANTIES

7.1 The Borrower and each of the Guarantor, as the case may be, hereby represents and warrants to and in favour of the Lender as follows:

(a) There are no actions, suits or proceedings pending or, to the knowledge of the Borrower, threatened against or adversely affecting any of the Borrower in any court or before or by any Federal, Provincial, Municipal or other governmental department, commission, board, bureau or agency, Canadian or foreign, which might materially affect the financial condition of a Borrower or the title to its property or assets;

(b) The execution and delivery of this Agreement and the Security Documents and the consummation of the transactions herein contemplated and the compliance with the covenants, terms, provisions and conditions hereof do not conflict with or result in a breach of any of the terms or provisions of any agreement or instrument to which a Borrower is now a party or which purports to be binding upon it or its property and assets or constitute a default under any of them;

(c) This Agreement, the Security Documents and all other deeds, documents or instruments delivered pursuant thereto will, when executed and delivered, constitute valid and binding obligations of the party executing same enforceable against it in accordance with their respective terms except as may be limited by other deeds, documents or instruments delivered pursuant thereto or by applicable bankruptcy, reorganization, insolvency, moratorium or any laws affecting the enforcement of creditors' rights;

(d) The borrowing of money under this Agreement and the execution and delivery of this Agreement and the Security Documents do not require the consent or approval of, or registration with any other party or any Canadian or other governmental body, agency or authority;

(e) All balance sheets, earnings statements, notices of assessments and other financial data which have been or shall hereafter be furnished to the Lender to induce the Lender to enter into this Agreement or otherwise in connection herewith have been or will be prepared in accordance with generally accepted accounting principles approved by the Canadian Institute of Chartered Accountants, and do or will fairly represent the financial condition and the results of the operations of a Borrower, and all of the information, certificates, schedules, reports and other papers and data furnished to the Lender are or will be, at the time the same are so furnished, accurate, complete and correct in all material respects;

The representations and warranties in this Agreement and in any certificates or documents delivered to the Lender shall not merge in or be prejudiced by and shall survive any Loan and shall continue in full force and effect for the Term of this Agreement. If, with respect to any Loan under the Credit Facility, the Lender waives or accepts any change in the representations or warranties as set out herein, such waiver or accepted change shall not constitute a Default or breach with respect to such Loan under the Credit Facility provided, however, that such waiver or accepted change with respect to any such Advance under the Credit Facility shall not be, or be deemed to be, a waiver or accepted change in the representations or warranties with respect to any subsequent Loans under the Credit Facility.

8. COVENANTS

8.1 The Borrower covenants with the Lender that, so long as the Credit Facility or any portion thereof remains outstanding:

(a) (s)he will deliver or cause to be delivered to the Lender all such financial information which the Lender may reasonably request from time to time;

(b) (s)he will pay and discharge all Taxes and other governmental charges and all contractual obligations calling for the payment of money before the same shall become overdue and, upon request, it will provide the Lender with evidence of such payment;

(c) (s)he will promptly notify the Lender of any condition or event which constitutes or with the lapse of time and/or the giving of notice would constitute a default under this Agreement or any of the Security Documents and promptly inform the Lender of any material adverse change in the financial condition of a Borrower;

(d) (s)he will maintain insurance coverage upon the collateral under the security related to this Agreement all in accordance with the Lender's requirements from time to time and the Lender shall be named as a loss beneficiary, as its interest may appear, on all such insurance;

(e) (s)he will pay all fees and expenses in connection with the preparation of this Agreement as well as the Security Documents and any other documentation relating to the matters referred to therein, including: (i) all costs and expenses of filing and recording fees and Taxes; (ii) all costs and expenses of remitting loan proceeds, collecting cheques and other items of payment, if applicable; (iii) costs and expenses paid or incurred in connection with demanding payment of the Obligations of the Borrower under this Agreement, enforcing the security interest and liens of the Lender, selling or otherwise realizing upon the assets subject to the Security Documents and otherwise enforcing the provisions of this Agreement and the Security Documents; (iv) the fees and disbursements of counsel to the Lender on a substantial indemnity basis in connection with any of the foregoing.

(f) (s)he will not create, incur, assume or permit to exist any mortgage, pledge, lien, hypothec, charge, security interest or other encumbrance whatsoever on or with respect to any property or assets subject to the Security Documents other than the Permitted Encumbrances outlined in Schedule A attached hereto;

(g) (s)he will keep and maintain each of the Permitted Encumbrances outlined in Schedule A attached hereto in good standing and will comply with the terms thereof and will forthwith notify the Lender in writing describing in reasonable detail any defaults thereunder;

9. EVENTS OF DEFAULT

9.1 The occurrence of any one or more of the following events will constitute an event of default (**"Event Of Default"**):

(a) If the Borrower defaults in payment of any principal of or interest on the Credit Facility when due;

(b) If the Borrower fails to perform or observe any covenant or undertaking contained herein, or in any instrument creating security in favour or for the benefit of the Lender, or in any other agreement entered into with the Lender, including, without limitation, the Security Documents and such default is not remedied within ten (10) Business Days after written notice to do so has been given by the Lender to the Borrower;

(c) If any representation, warranty, certificate, statement or report made herein, or deemed to have been made in connection with any Loan is false or erroneous in a material respect;

(d) If any indebtedness of the Borrower for borrowed money or pursuant to any other financing arrangement is demanded or becomes due prior to the stated maturity thereof;

(e) If the Borrower attempts to sell or shall sell or dispose of or in any way part with the possession of the collateral under the Security Documents;

(f) If the Borrower abandons its undertaking or property or assets or any part thereof;

(g) If any execution, sequestration or any other process of any Court becomes enforceable against the Borrower or if a distress or analogous process is levied upon its property or assets and the failure to satisfy such execution, sequestration, distress or process would render any property or assets of the Borrower liable to sale or forfeiture;

(h) If the Borrower fails to insure or keep insured the collateral under the Security Documents;

(i) If the Borrower suspends or ceases or threaten to suspend or cease business or threaten to suspend or cease making payments under this Agreement;

(j) If the Borrower makes an assignment, proposal or compromise for the benefit of its creditors or otherwise acknowledges its insolvency or should the any of the Borrower invokes, threaten to invoke or indicate its intention to invoke the benefit of any legislation governing insolvent debtors;

(k) If any of the Borrower becomes bankrupt or insolvent or if any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced in respect of a Borrower or in respect of any of its property or if any receiver, trustee or liquidator takes possession of the undertaking or any substantial portion of the property of a Borrower;

(l) If a Borrower shall permit any amount which has been admitted as due by it or is not disputed to be due by it and which forms or is capable of being made a charge upon any of the property or assets subject to any security held by or for the benefit of the Lender, to remain unpaid for ten (10) days after proceedings have been taken to enforce payment;

(m) If a Borrower defaults in payment or discharge of any indebtedness or liability to the Lender other than the Loans when due and such default continues for five (5) days after the due date;

(n) If any of the Credit Parties defaults under the terms of any security on its assets including, without limiting the generality of the foregoing, the Security Documents or should any creditor of the Borrower give notice of its intention to enforce its security on any assets subject to the Security Documents;

(o) If the Guarantor or any other guarantor of the Credit Facility withdraws or purports to withdraw, without the consent of the Lender, any guarantee or any security given in connection therewith; and

(p) A Material Adverse Effect has occurred of which the Lender has given notice to the Borrower.

9.2 Upon the occurrence of any Event of Default which is continuing, at the option of the Lender all indebtedness in respect of the Credit Facility will, upon notice or demand, become due and payable and the Security Documents will become immediately enforceable. All costs and expenses of collection of amounts owing hereunder or of enforcement of any Security Document will be for the account of the Borrower and will be payable with interest thereon at the rate at which the Credit Facility bear interest and such repayment will be secured by the Security Documents.

10. TERM

10.1 The Credit Facility (together with all accrued interest and all other amounts payable hereunder) shall be repaid in full (and any obligation of the Lender to make advances hereunder shall be permanently cancelled) upon the earlier of:

(a) the balance due date in accordance with the registered charge (the **"Repayment Date"**); or

(b) the occurrence of an Event of Default.

(c) Notice demanding repayment has been made by the Lender.

Demand for repayment of the Credit Facility in full or in part, may be made by the Lender at any time and from time to time, without any reason therefor. Upon the making of such demand by the Lender, the Borrower shall, within five (5) business days of deemed receipt of notice for repayment, make payment to the Lender of all amounts stipulated in the notice as due and owing.

11. COMPENSATION AND SET-OFF

11.1 In addition to and not in limitation of any rights now or hereafter granted under applicable law, if an Event of Default occurs and is continuing, the Lender is authorized at any time and from time to time to the fullest extent permitted by law without notice to any of the Borrower, any notice being expressly waived by the Borrower, to set-off and compensate and to apply any and all indebtedness at any time owing by the Lender to or for the credit of or the account of the Borrower against and on account of the Obligations, including, without limitation, all claims of any nature or description arising out of or connected with this Agreement, irrespective of whether or not the Lender has made any demand under this Agreement. Without any obligation or liability on its part, the Lender will attempt in good faith to advise the Borrower of the Lender's exercise of any of its rights under this Section 11.1.

12. FEES

12.1 In consideration for the Lender establishing the Credit Facility, the Borrower agrees to pay a set-up fee to the Lender (the "Set-up Fee"), which shall be earned and payable upon the completion of the transaction contemplated herein.

13. GENERAL

13.1 In addition to any other liability of the Borrower hereunder, the Borrower hereby agrees to indemnify and save harmless the Lender and its agents, officers and employees (collectively, the "Indemnitees") from and against all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including reasonable legal fees on a solicitor and his own client basis) of any kind or nature whatsoever (but excluding any consequential damages and damages for loss of profit) which may be imposed on, incurred by or asserted against the Indemnitees (except to the extent arising from the negligence or wilful misconduct of such Indemnitees) which relate to or arise out of or result from any investigation by Governmental Entities or any litigation or other similar proceeding related to any use made or proposed to be made by the Borrower of the proceeds of any Loan.

13.2 All payments of principal, interest and any other amounts due to the Lender by the Borrower hereunder will be made by the Borrower without the necessity of demand, or on demand if payable on a

demand basis, at the Lender's office as indicated on the signature page hereof or at such other place in Canada as may be designated, from time to time, in writing by the Lender to the Borrower. The Lender reserves the right to impute all payments made by the Borrower whether on account of principal, interest, fees, expenses or otherwise in such manner as the Lender shall determine and the Lender may change such imputation from time to time in its sole discretion. Unless otherwise indicated, all dollar amounts expressed herein are in Canadian funds.

13.3 If, for purposes of obtaining judgment against the Borrower, it becomes necessary to convert into Canadian funds an amount due hereunder in U.S. Dollar funds, then the conversion shall be made at the rate of exchange prevailing on the last business day in Toronto, Ontario before the day on which the judgment is rendered.

For this purpose, "rate of exchange" means the spot rate at which the Lender is able to purchase U.S. funds with Canadian funds on the relevant date. In the event that there is a change in the rate of exchange prevailing between the day before the day on which the judgment is rendered and the date of payment of the amount due, the Borrower will pay such additional amount(s) as may be necessary to ensure that the amount paid on such date is the amount in Canadian funds which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due in U.S. funds. Any amount due by the Borrower under this paragraph shall be due as a separate debt and shall not be affected by judgment being obtained for any other sums due under this Agreement.

13.4 No delay or failure on the part of the Lender in exercising any right, power or privilege hereunder shall affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other power, right or privilege. The rights and remedies of the Lender under this Agreement are cumulative and not exclusive of any right or remedies which the Lender would otherwise have. No waiver by the Lender of any of its rights hereunder shall be deemed to be or constitute a waiver of any other rights or remedies of the Lender hereunder nor shall delay in the exercise of any right or remedy be deemed to be a waiver thereof.

13.5 Nothing herein contained shall constitute a novation or replacement of any right of the Lender or obligation of the Borrower to the Lender in virtue of any existing agreements between the Borrower and the Lender.

13.6 The Borrower will from time to time, at all times hereafter, upon every reasonable request of the Lender make, do or execute or cause to be made, done or executed all such further acts, deeds, things, devices, conveyances and assurances whatsoever, for the better and more perfectly effecting the purpose and intent of this Agreement and any security given in connection herewith.

13.7 Any notice, request or other communication hereunder to any party hereto in connection with this Agreement shall be in writing and be well and sufficiently given if sent by prepaid, registered or certified mail, hand-delivered or transmitted by electronic mail (followed by delivery by one of the above mentioned methods) to it at its address indicated on the signature page of this Agreement.

Any such notice shall be deemed to have been received on the date of delivery if hand delivered, on the earlier of the date of actual delivery by the postal authorities or three (3) Business Days after the date of mailing, if sent by mail, on the date of transmission, if transmitted by electronic mail before 5:00 p.m. E.S.T. on a Business Day or on the Business Day following the date of transmission if transmitted by electronic mail after 5:00 p.m. E.S.T. on a Business Day or on a day which is not a Business Day. In the event of an interruption or abnormal delay in postal service, any notice or other communication shall be hand delivered. Any of the parties hereto may, by written notice to the others, given as aforesaid, designate a changed address for such party.

13.8 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the courts of such Province shall have exclusive jurisdiction to hear and determine any matter or dispute arising hereunder or in connection herewith and the Borrower hereby irrevocably attorns to the exclusive jurisdiction of such courts for such purposes.

13.9 This Agreement shall be binding upon and enure to the benefit of the Lender, the Borrower and their respective successors and permitted assigns.

13.10 The Lender may assign, transfer, negotiate, pledge or otherwise hypothecate, in whole or in part, this Agreement, together with the Security Documents (provided that any assignee or transferee shall assume and be subject to the provisions of this Agreement and the Security Documents), and all rights and remedies of the Lender in connection with the interest so assigned shall be enforceable against the Borrower as the same would have been by the Lender but for such assignment; and

The Borrower shall not assign their rights and Obligations under this Agreement without the prior written consent of the Lender, which consent may be unreasonably withheld.

13.11 All covenants, undertakings, agreements, representations and warranties made by the

Borrower in this Agreement and the Security Documents and any certificates, reports, statements, information, data, documents or instruments delivered pursuant to or in connection with the Credit Facility, this Agreement or any of the Security Documents shall survive the execution and delivery of this Agreement, the Security Documents and any advances of the Credit Facility made by the Lender pursuant to this Agreement and any of the Security Documents, and shall continue in full force and effect until the Credit Facility is indefeasibly paid in full. All representations and warranties made by the Borrower in writing shall be deemed to have been relied upon by the Lender.

13.12 The headings of this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof. Words importing the singular number will include the plural and vice-versa; words importing the masculine gender will include the feminine gender and vice-versa; and words importing individuals will include firms, associations and corporations and vice-versa.

13.13 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will not invalidate the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

13.14 Time is of the essence of this Agreement and shall continue to be of the essence.

13.15 None of the preparation, execution or the registration of this Agreement or any Security Documents, or any filing or registration with respect thereto, shall bind the Lender to make an advance of the Credit Facility unless and until each of the terms, conditions and provisions contained herein have been satisfied and performed by the Borrower to the full satisfaction of the Lender.

13.16 To the extent that there is any inconsistency between a provision of this Agreement and a provision of any document constituting part of the Security Documents, the Lender shall determine, acting in its sole, absolute and arbitrary discretion, which of such conflicting or inconsistent provisions shall govern, notwithstanding that the same may be more onerous on the Borrower than any other conflicting or ambiguous provisions.

13.17 This Agreement supersedes all discussion papers, term sheets and other writings which may have been issued by the Lender prior to the date hereof relating to the Credit Facility, which shall have no force or effect; and this Agreement, the Security Documents and any other documents or instruments contemplated herein or therein shall constitute the entire agreement and understanding between the Credit Parties and the Lender relating to the subject-matter hereof. No provision of this Agreement, or any other document or instrument in existence among the parties may be modified, waived or terminated except by an instrument in writing executed by the party against whom such modification waiver or termination is sought to be enforced.

13.18 The Borrower agrees that the Lender may use their names and other information pertaining to the financing arrangements contemplated herein including, without limitation, the amount of the facility, for marketing and advertising purposes and the Borrower agrees not to invoke the confidentiality of the financing arrangements provided such information is being used for such purposes. The Lender agrees to submit such marketing and advertising communications to the Borrower for its approval prior to their use.

13.19 This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement. This Agreement may be executed by facsimile or pdf, and any signature contained hereon by facsimile or pdf shall be deemed to be equivalent to an original signature for all purposes.

DATED THIS _____ day of June, 2025.

Per:____

Name: Rafael Alter
Title: Director
I have authority to bind the Corporation

Address: 61 Wildcat Road, Toronto, ON, M3J 2P5

ACKNOWLEDGED AND AGREED TO at Toronto, this 26th day of June, 2025.

Justin Lee Levine

THIS IS **EXHIBIT "19"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

____
Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

Properties

PIN	21361 - 0448 LT	*Interest/Estate*	Fee Simple
Description	PT LT 19 BLK 22 PL 553 WEST TORONTO JUNCTION AS IN CA424267; S/T & T/W CA424267; CITY OF TORONTO		
Address	3039 DUNDAS ST W TORONTO		

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	JUSTIN LEE HOLDINGS LTD.
Address for Service	3039 Dundas St. W Toronto, ON M6P 1Z5

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	EXTEND FINANCIAL LTD.
Address for Service	61 Wildcat Road Toronto, ON M3J 2P5

Statements

The text added or imported if any, is legible and relates to the parties in this document.

Provisions

Principal	$1,250,000.00	*Currency*	CDN
Calculation Period	Monthly, Not in Advance		
Balance Due Date	July 1, 2026		
Interest Rate	BMO Prime + 7.04%		
Payments			
Interest Adjustment Date	2025 07 01		
Payment Date	1st day of each and every month		
First Payment Date	2025 08 01		
Last Payment Date	2026 07 01		
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor	Justin Lee Levine		

Additional Provisions

See Schedules

Signed By

Kimberly Page	213-2180 Steeles Ave. West, Vaughan L4K 2Z5	acting for Chargor(s)	Signed	2025 06 17

Tel 416-665-9000

Email kimberly@gklaw.ca

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

Submitted By

KRIKUNEZ LAW PROFESSIONAL CORPORATION	213-2180 Steeles Ave. West, Vaughan L4K 2Z5	2025 06 17

Tel 416-665-9000

Submitted By

Email kimberly@gklaw.ca

Fees/Taxes/Payment

Statutory Registration Fee	$70.90
Total Paid	$70.90

File Number

Chargee Client File Number : BR-OPP-0007527 FILE M241610

THIS IS **EXHIBIT "20"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

GUARANTEE

For valuable consideration, I, the undersigned Guarantor agree with **Extend Financial Ltd.** as follows:

1. **Chargor's Name**. The name of the chargor whose loan I am guaranteeing is:

JUSTIN LEE HOLDINGS LTD., (the "Chargor")

2. **Guarantee**. I guarantee payment to the Chargee of all of the Chargor's Loan of $1,250,000.00 (the "Loan"). Said loan is secured by a charge (the "Charge") against 3039 Dundas St W, Toronto (the "Property") all pursuant to an Agreement between the Chargee and the Chargor dated June 4, 2025 (the "Agreement") which Agreement may be amended, extended or renewed from time to time.

IN CONSIDERATION of the premises and of the Chargee advancing the said money to the Chargor, the Guarantor doth hereby absolutely and unconditionally guarantee to all principal moneys, interest and other moneys owing on the security of this Charge, and the Guarantor himself, his heirs, executors and administrators, covenants with the moneys payable hereunder, he will pay all such moneys to the Chargee without any demand being required to be made.

AND it is hereby expressly declared that although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guaranteed, yet as between the Guarantor and the Chargee the Guarantor shall be considered as primarily liable therefor and that no release or releases of any portion or portions of the charged premises and no indulgence shown by the Chargee in respect of any default by the Chargor or any successor which may arise under this Charge, and that no extension or extensions granted by the Chargee to the Chargor or any successor for payment of the Charge moneys hereby secured or for the doing, observing or performing of any covenant, agreement, matter or thing herein contained, to be done, observed or performed by the Chargor or any successor nor any variation in or departure from the provisions of this Charge nor any dealings between the Chargor or any successor and Chargee nor any release of the Chargor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Chargee or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before default and after as before maturity of this Charge, including any future renewals with or without an increased rate of interest, until the said Charge moneys are fully paid and satisfied. And it is hereby further expressly declared that the Chargee shall not be bound to exhaust its recourse against the Chargor or the Charged premises before being entitled to payment from the Guarantor or the amount hereby guaranteed by the Guarantor.

ANY payment by the Guarantor of any money under his said guarantee shall not in any event be taken to affect the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies by subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by such Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the charged premises in competition with the Chargee and shall not unless and until the whole of the principal, interest and other moneys owing on the security of this Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

PROVIDED further that any failure on the part of the Chargee to perfect, maintain or enforce its rights whether due to default, negligence or otherwise on the part of the Chargee with respect to this Charge or any other security granted to the Chargee relating to the within Charge, shall not prejudice the Chargee with respect to its rights pursuant to this guarantee and shall not discharge or limit or lessen the liability of the Guarantor pursuant to the terms hereof.

THE Chargee may vary any agreement or arrangement with the Guarantor and grant extensions of time to or otherwise deal with him, his executors or administrators, without any consent on the part of the Chargor.

AND it is further hereby expressly agreed that if there is more than one Guarantor, all covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be joint and several and wherever the singular has been used the plural shall be deemed to be substituted as the context requires.

AND it is further hereby expressly declared that the release of any of the Guarantors from their liability hereunder shall not affect the liability of the remaining Guarantor or Guarantors which shall remain unimpaired and still in full force and effect as if the Guarantor or Guarantors so released had not been a party or parties of the Charge.

ALL covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his heirs, executors, administrators and assigns, or successors and assigns as the case may be, and all such covenants and liabilities and obligations shall be joint and several.

DATED at Toronto, this 16th day of June, 2025.

JUSTIN LEE LEVINE

THIS IS **EXHIBIT "21"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

Extend Financial
formerly BankRight

Mortgage Commitment

BR-OPP-0007332

Approval Date:	05/13/2025
Approval Type:	HELOC (“Mortgage Home Equity Line of Credit”)
Approved Amount:	$2,100,000.00 (your “Approved Credit Limit” or “Principal Maximum Amount”)
Closing Date:	On or before 05/30/2025
Interest Adjustment Date:	First of the month following closing. *(Your closing date is the “Request for Funds” date.)*
Initial Draw Amount:	$______________________ *(Set the amount of your first draw at closing.)*
Lender:	Extend Financial Ltd.

Parties to the Loan

All persons or entities listed below are “Parties to the Loan.”

Borrower(s): JL Chase Holdings Inc

Guarantor(s): Justin Lee Levine

If your name is not spelled correctly above, or if the name used above does not match your legal identification documents, please do not sign this document. Please provide the correct information to your broker/agent and a new loan commitment will be generated. Incorrect spelling or incomplete names can cause delays at closing and/or issues for your lawyer or title insurance provider.

Please provide contact information for your account. A valid email address is required for a HELOC.

Main Email: → stardustpictures@gmail.com *(Required: please print clearly.)*

Main Telephone: → 4165594010 *(Required: please print clearly.)*

- We will be using the email address above to send your monthly statements to you.
- This is also the email account that will be linked to your online portal account for draws & payments.

The Security

All properties listed below are being mortgaged form the Security for the Loan.

Security:	**Property 1**
Priority:	1st Position Mortgage Charge
Security Address:	1116 College Street Toronto, ON, M6H1B6
Occupancy:	Investment - Rental

Terms & Conditions

Your Loan Term, Fees, Rate & Payment

Term:
- Twelve (12) Months

Max Approved LTV:
- 75.00%

Commitment Fee:
- 4.00% of the Principal Maximum Amount - Fully earned upon signing this commitment.

Deposit on Legal Fee:
- $750.00 must be received by e-transfer to retainer@gklaw.ca.

Determination of
- Your loan bears interest at an adjustable interest rate that is the **greater**

Initial JL Initial JL

Initials of all Parties to the Loan (Required)

	of the Prime Rate plus the spread of 5.04% **or** 9.99%, effective 05/01/2025. • "Prime Rate" means the annual variable interest rate publicly announced by Bank of Montreal that may change from time to time.
Prepayment Privilege:	• Your loan is open to repayment in full or in part at any time. Refer to Schedule A for notice requirements for a full discharge.
Monthly Payments:	• Interest is calculated monthly based on your daily outstanding balance at the interest rate in effect on each day of the month, not in advance. • Interest-only payments are due on the 1st of the month.
Standard Charge Terms:	• Dye and Durham 200033
Schedule:	• The lender's solicitor's standard form of mortgage schedule shall form a part of the charge.
Lender's Solicitor:	• The Lender shall retain its own solicitor and the borrower shall retain its own, both solicitors to be paid by borrower. • Lender's solicitor fees are $2,249.00 plus HST plus disbursements plus the cost of title insurance. **Broker/Agent:** please include these costs on your disclosure. • Additional Properties will attract additional legal fees. • Corporately owned properties will attract additional legal fees. • Any security documentation required in addition to the basic mortgage documentation will attract additional legal fees.
Borrower's Solicitor:	• TBD: Please provide name and contact information with signed commitment.
Taxes and Insurance:	• Property taxes for the security as well as personal or corporate income tax and HST (if applicable) for all Parties to the Loan are to be in good standing and paid up to date on the day of closing. • The Parties to the Loan shall at all times maintain the taxes and insurance in good standing, failing which, the lender may pay the taxes and/or obtain insurance on the parties' behalf and demand immediate of the same from any of the Parties to the Loan. • The Parties to the Loan undertake to provide the Lender, no less than annually, proof that the final property tax bill of the year has been paid in full. In addition, the Parties to the Loan undertake to provide the Lender with the annual insurance renewal document no later than 10 days prior to renewal of the policy. • Failure by the Parties to the Loan to provide confirmation of tax or insurance documentation on demand or to repay the lender's expenses on account of the payment of taxes and insurance plus its administrative costs shall be deemed a breach of the mortgage allow the lender to enforce the mortgage in the same manner as it would for unpaid principal and interest.
Insurance :	• The borrower is to obtain and maintain fire and public liability insurance. • The lender is to be noted as FIRST LOSS PAYEE and ADDITIONAL INSURED on the insurance policy. • The policy must include the standard mortgage clause and be in an amount equal to or greater than the principal amount or replacement costs guaranteed but remains to be determined at the lender's discretion as to sufficiency. • Deductible must not exceed $5,000.00.

Conditions Required by the Lender

Property 1:

1. The value of the property located at 1116 College Street, Toronto, ON, M6H1B6 must be at least $2,800,000.00 as per lender's determination. A satisfactory current appraisal by a member in good standing of the Appraisal Institute of Canada must be directed to the lender to verify the property value to the satisfaction of the Lender. The cost of the appraisal is for the borrower's account.
2. A subsequent new or updated Current 'Appraisal Institute of Canada' Appraisal directed to the lender to

Continued from previous page.

verify value at the Sole and Unfettered discretion of the Lender must be received every 2 years from the appraisal date as a condition of renewal.

3. No subsequent financing is permitted on 1116 College Street, Toronto, ON,M6H1B6.

Additional Conditions:

4. Your mortgage broker/agent must return the following documents to the Lender no later than the commitment expiration date below.
   a. Signed commitment.
   b. Signed Lender's Schedule A.
   c. Valid identification for all Parties to the Loan.
   d. Signed borrower disclosure (with the broker/agent acting for both the borrower and the lender, not to the preference of either), with itemized cost of borrowing including legal, costsannual fee, wire, etc.;
   e. Signed complete application that matches the final terms of this loan and includes all Parties to the Loan;
   f. Signed letters of direction; and
   g. The borrowers' solicitor's name and contact information.
   h. PDF copy of the Interac Transfer Email borrower receives when making Retainer and/or Deposit payments.
5. E-signature is acceptable to the Lender however all Parties to the Loan must use a unique e-mail address. **Broker/Agent:** E-signatures must be able to be validated by the lender. Please include the e-signature audit report or envelope. If e-signatures cannot be validated, a final wet ink version of all signatures will be required at closing.
6. The Lender's solicitor will require confirmation of Canadian citizenship or permanent residence status (or in the case of a corporate borrower or guarantor Canadian control) for all Parties to the Loan.
7. A pre-authorized debit agreement and void cheque for a Canadian bank account owned by one or more Parties to the Loan will be required.
8. The mortgage shall contain a clause that in the event sale or transfer of any of the property or any part thereof, the mortgage may be due and payable in full at the lender's sole and absolute discretion.
9. The mortgage/commitment is assignable by the lender without requirement for consent form the borrower.
10. The mortgage is not portable and is not assignable by the borrower and is not assumable.
11. Payment received after 1:00 PM shall be deemed to have been received on the following business day.
12. A Lender's title insurance policy will be ordered by the Lender's solicitor at borrower's expense.
13. Documents cannot be signed under Power of Attorney without advance notice, review, and the Lender's specific consent. The Lender reserves the right to decline to accept Power of Attorney.
14. Independent Legal Advice is required in the event the loan proceeds are for the benefit of any party not executing the mortgage.

The Lender reserves the right to request more information about the security or Parties to the Loan (as needed) and/or conduct an interview with any of the Parties to the Loan prior to closing.

Acceptance

Please signify your agreement to the foregoing by executing the duplicate copy here of and returning same for our solicitor. This commitment is void if not accepted by 05/20/2025.

Dated at Toronto, Ontario this 13th day of May, 20 25.

JL CHASE HOLDINGS INC

Borrower: JL Chase Holdings Inc

stardustpictures@gmail.com

JL Chase Holdings Inc Unique Email

Justin Levine

Guarantor: Justin Lee Levine

stardustpictures@gmail.com

Justin Lee Levine Unique Email

Rafael Alter

LENDER: Extend Financial Ltd.

THIS IS **EXHIBIT "22"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28^{TH}
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

DEMAND CREDIT FACILITY AGREEMENT

BETWEEN:

EXTEND FINANCIAL LTD., a corporation incorporated pursuant to the laws of the Province of Ontario, hereinafter referred to as the ("**Lender**")

AND

JL CHASE HOLDINGS INC., an individual residing in the City of Toronto, in the Province of ONTARIO (hereinafter referred to as the "**Borrower**").

WHEREAS the Borrower has requested that the Lender make a credit facility available to it for personal consumption purposes and as it otherwise deems necessary;

AND WHEREAS the Lender has agreed to make the credit facility available to the Borrower on the terms and conditions herein provided for:

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 Unless the context otherwise requires, the following expressions will have the respective meanings hereinafter set forth:

(a) "**Agreement**" means this demand credit facility agreement;

(b) "**Applicable Law**" means, in respect of any Person, property, transaction or event, all applicable statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards in each case to the extent having the force of law, or any provisions of such laws, including general principles of common and civil law and equity or policies or guidelines, to the extent such policies or guidelines have the force of law;

(c) "**BMO Prime Rate**" means the annual rate of interest established from time to time and designated by Bank of Montreal as the prime rate it uses to determines rates of interest on Canadian Dollar commercial loans to its customers in Canada, as changed by Bank of Montreal from time to time without notice

(d) "**Business Day**" means each day other than a Saturday, Sunday or any other day on which the chartered banks are not open for business in the Province of Ontario.

(e) "**Canadian Dollars**" means the lawful currency of Canada;

(f) "**Credit Documents**" means, collectively, this Agreement, the Security Documents and all other agreements, documents and instruments required or contemplated herein to be provided by the Borrower, the Guarantor or any other person as the same may be amended, restated, supplemented, otherwise modified or replaced;

(g) "**Credit Facility**" is defined in Section 2 hereof;

(h) "**Credit Facility Limit**" means the sum of $2,100,000.00;

(i) "**Credit Parties**" means, collectively, the Borrower and the Guarantor, and "**Credit Party**" means any one of the Credit Parties;

(j) "**Drawdown Notice**" means a written request for an advance of funds made by the Borrower to the Lender during the Term (as hereinbelow defined) and from time to time, in such amounts as the Borrower may require but using such methods as the Lender may require from time to time either as indicated in this Agreement or otherwise and including such methods, but not limited to, accessing a portal on the world wide web and completing and submitting such electronic forms as may be required by the Lender, delivering a form containing such information and endorsements by electronic mail or otherwise, and such other method as may be determined by the Lender acting in its sole, absolute and unfettered discretion;

(k) "**Event of Default**" has the meaning attributed to it in Section 9.1;

(l) "**Governmental Entity**" means any (i) federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) any crown corporation incorporated by the foregoing; (iii) any subdivision or authority of any of the foregoing; or (iv) any quasi-governmental, judicial or administrative body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above;

(m) "**Guarantor**" means that Person or Persons having guaranteed the Obligations by separate agreement (i.e. a guarantee agreement) which such agreement is collateral to this Agreement and constitutes a Credit Document and whether or not such Person or Persons are noted as a guarantor or guarantors (as the case may be) in the Charge;

(n) "**Loans**" has the meaning attributed to it in Section 2.1;

(o) "**Loan Commitment**" means the loan commitment letter among the Lender and the Credit Parties, including all annexes, exhibits and scheduled thereto, and as the same be amended, modified, restated, supplemented or replaced from time to time, all of which give rise to the Credit Documents;

(p) "**Material Adverse Effect**" means a material adverse effect or a series of adverse effects, as determined by the Lender in its sole, absolute and unfettered discretion, which either individually or cumulatively, (i) constitutes a material adverse change in the business, operations, financial condition or properties of the Borrower or of any Guarantor; (ii) materially impairs the ability of the Credit Parties to timely and fully perform the Obligations, or (iii) constitutes a material adverse effect upon any substantial (as determined by the Lender acting in it sole, absolute and unfettered discretion) portion of the assets subject to security in favour of the Lender or upon the legality, validity, binding effect, rank or enforceability of any Credit Document;

(q) "**Obligations**" means at any time (i) all direct and indirect, contingent (other than non-monetary contingent obligations expressly surviving the termination of the Credit Documents) and absolute obligations and liabilities of the Borrower to the Lender under or in connection with the Credit Documents and specifically but without limiting the generality of the foregoing, the Loans, all accrued and unpaid interest thereon, and all fees, expenses and other amounts payable pursuant to the Credit Documents; (ii) all direct and indirect, contingent (other than non-monetary contingent obligations expressly surviving the termination of the Credit Documents) and absolute obligations and liabilities of any Guarantor in respect of the Credit Documents; provided that if otherwise specified or required by the context, "**Obligations**" shall mean any portion of the foregoing;

(r) "**Person**" means and includes an individual, a partnership, a corporation, a joint stock company, a trust, an unincorporated association, a joint venture or other entity, or a Governmental Entity, or any agency or political subdivision thereof, and the executors, administrators or other legal representatives of an individual in such capacity;

(s) "**Security Documents**" means any and all agreements, deeds, instruments, including but not limited to the Charge(s), securities and other documents contemplated to be provided by the Borrower or the Guarantor by the Loan Commitment or this Agreement, and any of the foregoing entered into at any time by the Credit Parties and evidencing or securing or otherwise relating to the Obligations of the Borrower under the Loan Commitment and this Agreement, any of which may be amended, restated, supplemented, supplanted, renewed, extended or otherwise modified or replaced from time to time;

(t) "**Taxes**" means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by a Governmental Entity, including any interest, additions to tax or penalties applicable to them; and

(u) "**Term**" has the meaning attributed to it in Section 10.

2. CREDIT FACILITY, LOANS

2.1 Subject to, and upon the terms and conditions contained herein, the Lender agrees to establish a credit facility (the "**Credit Facility**") under which it may make advances of money in Canadian Dollars to the Borrower from time to time (the aggregate amount of which outstanding at any time are herein collectively referred to sometimes as the "**Loans**" and each advance under the Credit Facility, is a "**Loan**") in amounts which will not in the aggregate at any time exceed the Credit Facility Limit.

In the event that at any time the total outstanding amount of the Loans exceeds the Credit Facility Limit, then upon demand by the Lender, the Borrower will immediately repay to the Lender the amount of any such excess for which payment is demanded.

The Credit Facility is being provided on a demand and uncommitted basis. The Credit Facility is not automatically available upon compliance with the terms and conditions of this Agreement, including satisfaction of the provisions contained in paragraph 6.2 herein. The Lender may refuse to make any Loan requested hereunder. The Lender may at any time permanently cancel or reduce the Credit Facility Limit in effect at such time, in its sole discretion, irrespective the occurrence or absence of any Event of Default and/or any other breach of a covenant, representation or warranty or any other term or condition contained in any Credit Document.

2.2 Loans will be disbursed by the Lender to the Borrower, by wire transfer or howsoever the Lender should determine acting in its sole, absolute and unfettered discretion, within three (3) Business Days of the Borrower having complied with the provisions contained in paragraph 6.2 herein, to the Borrower's bank account according to the information provided by the Borrower or by such other procedure as is established from time to time by the Lender and the Borrower. The Borrower will pay all administrative charges, bank charges and wire transfer fees relating to such transfers and the Lender may deduct such amounts from the amounts to be disbursed by the Lender to the Borrower.

2.3 The records maintained by the Lender in accordance with its usual practice of the amounts advanced to the Borrower in connection with the Credit Facility and the amounts of the Loans which are outstanding and the records maintained by the Lender of the amounts of interest and other fees and costs payable and paid under this Agreement shall constitute, absent manifest error, rebutable *prima facie* proof thereof in any legal proceedings or action in respect of this Agreement.

3. INTEREST AND COSTS

3.1 The Borrower will pay interest calculated on a daily basis on the number of days elapsed and based on the actual number of days in the year, without demand or notice, on the first Business Day of each month or as determined by the Lender in its sole, absolute and unfettered discretion, on the outstanding balance of the Loans from time to time outstanding at a rate of interest equal to the greater of **(1) BMO Prime plus 5.04% as determined at the date of closing and (2) BMO Prime plus 5.04% as determined from time to time**. Such interest will be payable both before and after demand, default, maturity and judgment.

3.2 Interest on overdue interest shall be payable at the same rate as interest on interest not overdue, which interest shall be payable on demand.

3.3 Interest on any unpaid costs and expenses and other fees and charges contemplated herein which are not paid when due hereunder shall bear interest calculated at the same rate as indicated in section 3.1 above, which interest shall be payable on demand.

3.4 For purposes of disclosure under the *Interest Act* (Canada), whenever any fee payable hereunder is computed at a rate on the basis of a year of three hundred and sixty-five (365) days, such fee constitutes a fee on a yearly basis equivalent to such rate divided by three hundred and sixty (365) and multiplied by the number of days in a given year.

3.5 The Borrower hereby acknowledges and confirms that it understands the conversion formulas and how to calculate any annual rate of interest contemplated in this Section. The Lender agrees that promptly upon request by the Borrower from time to time it will advise the Borrower of the effective interest rate charged on the Loans, and will assist the Borrower in calculating the effective annual rate of interest required to be disclosed pursuant to section 4 of the *Interest Act* (Canada).

3.6 The Borrower acknowledges and agrees that for the purposes of the *Interest Act* (Canada), the information provided to it hereunder with respect to the calculation of interest hereunder or under any other Credit Document shall constitute an express statement of the yearly rate or percentage of interest to which such interest rate or percentage is equivalent. The Borrower hereby irrevocably agrees not to plead or assert, whether by way of defence or otherwise, in any proceeding relating to this Agreement or any other Credit Document, that the interest payable under this Agreement or any other Credit Document and the calculation thereof has not been adequately disclosed to the Borrower, whether pursuant to section 4 of the *Interest Act* (Canada) or any other Applicable Law.

4. REPAYMENT OF CREDIT FACILITY

4.1 The Borrower hereby binds and obliges itself to repay the outstanding principal amount of all Loans to the Lender, together with accrued interest, in accordance with the provisions contained in paragraph 10.1 hereof.

This is a revolving credit facility such that the Borrower may draw and repay the Loans at any time and from time to time during the Term (as hereinbelow defined) and in accordance with the provisions of this Agreement.

5. <u>SECURITY</u>

5.1 The indebtedness to the Lender in respect of the Loans and all other amounts payable to the Lender hereunder and the fulfilment of all Obligations of the Borrower hereunder will be secured, *inter alia*, by the Security Documents.

6. <u>CONDITIONS PRECEDENT</u>

6.1 The obligation of the Lender to make the advance of the initial Loan under the Credit Facility is subject to and conditional upon the fulfilment of each of the conditions set forth in Section 6.2 and of the fulfillment of the following terms and conditions to the entire satisfaction of the Lender:

(a) The Credit Documents will have been duly executed and delivered to the Lender and duly registered in all places where registration is required;

(b) The Lender shall have completed all of its due diligence investigations and shall, in its sole discretion, be satisfied with the results of same;

(c) The Lender shall have received evidence satisfactory to it that all insurance coverage contemplated in this Agreement is in place and that the Lender's interest as loss payee has been endorsed thereon.

6.2 The obligations of the Lender to disburse any Loan, or any portion thereof to the Borrower is subject to and conditional upon the fulfillment of each of the following terms and conditions to the entire satisfaction of the Lender, at the time of each disbursement:

(a) The Lender has received a Drawdown Notice on or before 11:00 a.m. three Business Days prior to the date of the requested advance;

(b) The representations and warranties set forth in this Agreement and in the other Credit Documents will be and are warranted by the Borrower to be true and correct as of the date of any Loan and there will not have occurred an Event of Default or any event or circumstance which, with the giving of notice, lapse of time or otherwise, would constitute an Event of Default;

(c) There will not have occurred any event or series of events which would have a Material Adverse Effect; and

(d) The Lender will be satisfied that the Credit Documents remain valid, binding and enforceable,

6.3 Each of the conditions set forth in this Section 6 is for the exclusive benefit of the Lender, and unless waived in writing by the Lender shall be fulfilled, satisfied and performed by the Borrower to the satisfaction of, and determined by, the Lender.

7. <u>REPRESENTATIONS AND WARRANTIES</u>

7.1 The Borrower hereby represents and warrants to and in favour of the Lender as follows:

(a) There are no actions, suits or proceedings pending or, to the knowledge of the Borrower, threatened against or adversely affecting the Borrower in any court or before or by any Governmental Entity, which might materially affect the financial condition of the Borrower or the title to its property or assets;

(b) The execution and delivery of the Credit Documents and the consummation of the transactions herein contemplated and the compliance with the covenants, terms, provisions and conditions hereof do not conflict with or result in a breach of any of the terms or provisions of any agreement or instrument to which the Borrower is now a party or which purports to be binding upon it or its property and assets or constitute a default under any of them;

(c) The Credit Documents and all other deeds, documents or instruments delivered pursuant thereto will, when executed and delivered, constitute valid and binding obligations of the party executing same enforceable against it in accordance with their respective terms except as may be limited by other deeds, documents or instruments delivered pursuant thereto or by applicable bankruptcy, reorganization, insolvency, moratorium or any laws affecting the enforcement of creditors' rights;

(d) The borrowing of money under this Agreement and the execution and delivery of the Credit Documents do not require the consent or approval of, or registration with any other Person or any Governmental Entity;

(e) All balance sheets, earnings statements, notices of assessments and other financial data which have been or shall hereafter be furnished to the Lender to induce the Lender to enter into this Agreement, the other Credit Documents or otherwise in connection herewith or therewith have been or will be prepared in accordance with generally accepted accounting principles approved by the Chartered Professional Accountants of Canada, and do or will fairly represent the financial condition and the results of the operations of the Borrower, and all of the information, certificates, schedules, reports and other papers and data furnished to the Lender is or will be, at the time the same are so furnished, accurate, complete and correct in all material respects; and

The representations and warranties in this Agreement and in any certificates or documents delivered to the Lender shall not merge in or be prejudiced by and shall survive any Loan and shall continue in full force and effect for the Term of this Agreement. If, with respect to any Loan under the Credit Facility, the Lender waives or accepts any change in the representations or warranties as set out herein, such waiver or accepted change shall not constitute a Default or breach with respect to such Loan under the Credit Facility provided, however, that such waiver or accepted change with respect to any such Advance under the Credit Facility shall not be, or be deemed to be, a waiver or accepted change in the representations or warranties with respect to any subsequent Loans under the Credit Facility.

8. COVENANTS

8.1 The Borrower covenants with the Lender that, so long as the Credit Facility or any portion thereof remains outstanding:

(a) it will deliver or cause to be delivered to the Lender all such financial information which the Lender may reasonably request from time to time;

(b) it will pay and discharge all Taxes and other governmental charges and all contractual obligations calling for the payment of money before the same shall become overdue and, upon request, it will provide the Lender with evidence of such payment;

(c) it will promptly notify the Lender of any condition or event which constitutes or with the lapse of time and/or the giving of notice would constitute a default under this Agreement or any of the Credit Documents and promptly inform the Lender of any material adverse change in the financial condition of the Borrower;

(d) it will maintain insurance coverage upon the collateral under the Security Documents (including the real property(ies) subject to the Charge), all in accordance with the Lender's requirements from time to time and the Lender shall be named as a loss beneficiary, as its interest may appear, on all such insurance;

(e) it will pay all fees and expenses in connection with the preparation of this Agreement as well as the Credit Documents and any other documentation relating to the matters referred to therein, including: (i) all costs and expenses of filing and recording fees and Taxes; (ii) all costs and expenses of remitting loan proceeds, collecting cheques and other items of payment, if applicable; (iii) costs and expenses paid or incurred in connection with demanding payment of the Obligations of the Borrower under this Agreement, enforcing the security interest and liens of the Lender, selling or otherwise realizing upon the assets subject to the Credit Documents and otherwise enforcing the provisions of this Agreement and the Credit Documents; (iv) the fees and disbursements of counsel to the Lender on a substantial indemnity basis in connection with any of the foregoing;

(f) it will not create, incur, assume or permit to exist any mortgage, pledge, lien, hypothec, charge, security interest or other encumbrance whatsoever on or with respect to any property or assets subject to the Security Documents other than encumbrances permitted in writing by the Lender; and

(g) it will keep and maintain each permitted encumbrance in good standing and will comply with the terms thereof and will forthwith notify the Lender in writing describing in reasonable detail any defaults thereunder.

9. EVENTS OF DEFAULT

9.1 The occurrence of any one or more of the following events will constitute an event of default ("**Event Of Default**"):

(a) If the Borrower defaults in payment of any principal of or interest on the Credit Facility when due;

(b) If the Borrower fails to perform or observe any covenant or undertaking contained herein, or in any instrument creating security in favour or for the benefit of the Lender, or in any other agreement entered into with the Lender, including, without limitation, the Credit Documents and such default is not remedied within ten (10) Business Days after written notice to do so has been given by the Lender to the Borrower;

(c) If any representation, warranty, certificate, statement or report made herein, or deemed to have been made in connection with any Loan is false or erroneous in a material respect;

(d) If any indebtedness of the Borrower for borrowed money or pursuant to any other financing arrangement is demanded or becomes due prior to the stated maturity thereof;

(e) If the Borrower attempts to sell or shall sell or dispose of or in any way partwith the possession of the collateral under the Security Documents (including the real property(ies) subject to the Charge);

(f) If the Borrower abandons its undertaking or property or assets or any part thereof;

(g) If any execution, sequestration or any other process of any Court becomes enforceable against the Borrower or if a distress or analogous process is levied upon its property or assets and the failure to satisfy such execution, sequestration, distress or process would render any property or assets of the Borrower liable to sale or forfeiture;

(h) If the Borrower fails to insure or keep insured the collateral under the Security Documents (including the real property(ies) subject to the Charge);

(i) If the Borrower suspends or ceases or threaten to suspend or cease business or threaten to suspend or cease making payments under this Agreement;

(j) If the Borrower makes an assignment, proposal or compromise for the benefit of its creditors or otherwise acknowledges its insolvency or should the any of the Borrower invokes, threaten to invoke or indicate its intention to invoke the benefit of any legislation governing insolvent debtors;

(k) If the Borrower becomes bankrupt or insolvent or if any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced in respect of the Borrower or in respect of any of its property or if any receiver, trustee or liquidator takes possession of the undertaking or any substantial portion of the property of the Borrower;

(l) If the Borrower shall permit any amount which has been admitted as due by it or is not disputed to be due by it and which forms or is capable of being made a charge upon any of the property or assets subject to any security held by or for the benefit of the Lender, to remain unpaid for ten (10) days after proceedings have been taken to enforce payment;

(m) If the Borrower defaults in payment or discharge of any indebtedness or liability to the Lender other than the Loans when due and such default continues for five (5) days after the due date;

(n) If any of the Credit Parties defaults under the terms of any security on its assets including, without limiting the generality of the foregoing, the Security Documents or should any creditor of the Borrower give notice of its intention to enforce its security on any assets subject to the Security Documents;

(o) If the Guarantor or any other guarantor of the Credit Facility withdraws or purports to withdraw, without the consent of the Lender, any guarantee or any security given in connection therewith;

(p) A Material Adverse Effect has occurred of which the Lender has given notice to the

Borrower;

Cross Default

(q) If any of the Credit Parties default in payment or discharge of any indebtedness or liability to the Lender other than the Loans, when due, and such default continues past the time for which the Lender has allowed the Credit Party to cure the default;

(r) If any of the Credit Parties defaults under the terms of any security on its assets and should any creditor of any of the Credit Parties give notice of its intention to enforce its security on any assets subject to the Security Documents; and

(s) If the Guarantor or any other guarantor of the Credit Facility defaults on any other guarantee (i.e. a guarantee that is unrelated to the guarantee of the subject Loan) or financial obligation, made between the Guarantor, or any other guarantor of the Credit Facility, and the Lender;

The occurrence of an Event of Default pursuant to any of items a to o above shall also constitute an event of default by all of the Credit Parties under all of their (other) guarantees or financial obligations with the Lender (i.e. those guarantees and financial obligations that are not a part of this Agreement); and this provision shall constitute an agreement in writing to amend (to this extent only) such (other) guarantees or financial obligations requiring any amendment to be in writing.

9.2 Upon the occurrence of any Event of Default which is continuing, at the option of the Lender all Obligations (including the principal amount of all Loans, together with all interest and fees thereon) will, upon notice or demand, become due and payable and the Security Documents will become immediately enforceable. All costs and expenses of collection of amounts owing hereunder or of enforcement of any Security Document will be for the account of the Borrower and will be payable with interest thereon at the rate at which the Credit Facility bear interest and such repayment will be secured by the Security Documents.

9.3 In addition to the provisions contained in paragraph 9.2 above and not in substitution thereof, in the event that the Lender is required (as determined in its sole and absolute discretion) to expand monies in order to protect the priority of, or the financial risk or exposure to its security (i.e. please refer to the non-exhaustive list of examples provided in subparagraphs a-d below) then the Borrower shall be liable to pay to the Lender a fee, known as the Excess Fee, being the amount that is determined by obtaining the product of (A) and (B) where (A) is the greater of the borrower's lending fee at the initiation of the Loan and any renewal thereof, expressed as a percentage of the Credit Facility limit and (B) is the amount of monies expanded by the Lender in excess of the Credit Facility limit. The Excess Fee shall be added to the Loan balance and be repayable in accordance with the terms thereof.

a. The Lender pays to any local authority, public body or taxing authority sums that would, with the passage of time, constitute a lien upon the lands or premises;
b. The Lender pays premiums for insurance to insure the premises from fire or other peril;
c. The Lender pays money to redeem a prior encumbrance;
d. The Lender pays any condominium or other liens;

10. TERM

10.1 The term of the Credit Facility shall be the period of time commencing on the date on which the Charge is registered with the appropriate land registry office and culminating with the occurrence of any of the events listed in subparagraphs 10.1(a), (b) or (c) below (the "**Term**").

All Obligations (including the principal amount of all Loans, together with all accrued interest and all other amounts payable hereunder) shall be repaid in full (and any obligation of the Lender to make advances hereunder shall be permanently cancelled) upon the occurrence of any of the following:

(a) the balance due date in accordance with the registered Charge, as may be renewed or extended by mutual agreement from time to time;

(b) the occurrence of an Event of Default that remains uncured past such date that the Lender requires, by notice in writing, the Event of Default to become cured; or

(c) a demand for repayment thereof is made by the Lender.

For greater clarity, demand for repayment of the Obligations (including any or all of the principal amount of the Loans, together with all accrued interest and all other amounts payable hereunder) in full or in part, may be made by the Lender at any time and from time to time, without any reason therefor. Upon the making of such demand by the Lender, the Borrower shall, within five (5) Business Days of deemed receipt of notice for repayment, make payment to the Lender of all amounts stipulated in the notice as due and owing.

11. COMPENSATION AND SET-OFF

11.1 In addition to and not in limitation of any rights now or hereafter granted under applicable law, if an Event of Default occurs and is continuing, the Lender is authorized at any time and from time to time to the fullest extent permitted by law without notice to any of the Borrower, any notice being expressly waived by the Borrower, to set-off and compensate and to apply any and all indebtedness at any time owing by the Lender to or for the credit of or the account of the Borrower against and on account of the Obligations, including, without limitation, all claims of any nature or description arising out of or connected with this Agreement, irrespective of whether or not the Lender has made any demand under this Agreement. Without any obligation or liability on its part, the Lender will attempt in good faith to advise the Borrower of the Lender's exercise of any of its rights under this Section 11.1.

12. GENERAL

12.1 In addition to any other liability of the Borrower hereunder, the Borrower hereby agrees to indemnify and save harmless the Lender and its agents, officers and employees (collectively, the "**Indemnitees**") from and against all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including reasonable legal fees on a solicitor and his own client basis) of any kind or nature whatsoever (but excluding any consequential damages and damages for loss of profit) which may be imposed on, incurred by or asserted against the Indemnitees (except to the extent arising from the negligence or wilful misconduct of such Indemnitees) which relate to or arise out of or result from any investigation by Governmental Entities or any litigation or other similar proceeding related to any use made or proposed to be made by the Borrower of the proceeds of any Loan.

12.2 All payments of principal, interest and any other amounts due to the Lender by the Borrower hereunder will be made by the Borrower without the necessity of demand, or on demand if payable on a demand basis, at the Lender's office as indicated on the signature page hereof or at such other place in Canada as may be designated, from time to time, in writing by the Lender to the Borrower. The Lender reserves the right to impute all payments made by the Borrower whether on account of principal, interest, fees, expenses or otherwise in such manner as the Lender shall determine and the Lender may change such imputation from time to time in its sole discretion. Unless otherwise indicated, all dollar amounts expressed herein are in Canadian funds.

12.3 If, for purposes of obtaining judgment against the Borrower, it becomes necessary to convert into Canadian funds an amount due hereunder in U.S. Dollar funds, then the conversion shall be made at the rate of exchange prevailing on the last Business Day in Toronto, Ontario before the day on which the judgment is rendered.

For this purpose, "rate of exchange" means the spot rate at which the Lender is able to purchase U.S. funds with Canadian funds on the relevant date. In the event that there is a change in the rate of exchange prevailing between the day before the day on which the judgment is rendered and the date of payment of the amount due, the Borrower will pay such additional amount(s) as may be necessary to ensure that the amount paid on such date is the amount in Canadian funds which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due in U.S. funds. Any amount due by the Borrower under this paragraph shall be due as a separate debt and shall not be affected by judgment being obtained for any other sums due under this Agreement.

12.4 No delay or failure on the part of the Lender in exercising any right, power or privilege hereunder shall affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other power, right or privilege. The rights and remedies of the Lender under this Agreement are cumulative and not exclusive of any right or remedies which the Lender would otherwise have. No waiver by the Lender of any of its rights hereunder shall be deemed to be or constitute a waiver of any other rights or remedies of the Lender hereunder nor shall delay in the exercise of any right or remedy be deemed to be a waiver thereof.

12.5 Nothing herein contained shall constitute a novation or replacement of any right of the Lender or obligation of the Borrower to the Lender in virtue of any existing agreements between the Borrower and the Lender.

12.6 The Borrower will from time to time, at all times hereafter, upon every reasonable request of the Lender make, do or execute or cause to be made, done or executed all such further acts, deeds, things, devices, conveyances and assurances whatsoever, for the better and more perfectly effecting the purpose and intent of this Agreement and any security given in connection herewith.

12.7 Any notice, request or other communication hereunder to any party hereto in connection with this Agreement shall be in writing and be well and sufficiently given if sent by prepaid, registered or certified mail, hand-delivered or transmitted by electronic mail (followed by delivery by one of the above mentioned methods) to it at its address indicated on the signature page of this Agreement.

Any such notice shall be deemed to have been received on the date of delivery if hand delivered, on the earlier of the date of actual delivery by the postal authorities or three (3) Business Days after the date of mailing, if sent by mail, on the date of transmission, if transmitted by electronic mail before 5:00 p.m. E.S.T. on a Business Day or on the Business Day following the date of transmission if transmitted by electronic mail after 5:00 p.m. E.S.T. on a Business Day or on a day which is not a Business Day. In the event of an interruption or abnormal delay in postal service, any notice or other communication shall be hand delivered. Any of the parties hereto may, by written notice to the others, given as aforesaid, designate a changed address for such party.

12.8 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the courts of such Province shall have exclusive jurisdiction to hear and determine any matter or dispute arising hereunder or in connection herewith and the Borrower hereby irrevocably attorns to the exclusive jurisdiction of such courts for such purposes.

12.9 This Agreement shall be binding upon and enure to the benefit of the Lender, the Borrower and their respective successors and permitted assigns.

12.10 The Lender may assign, transfer, negotiate, pledge or otherwise hypothecate, in whole or in part, this Agreement, together with the other Credit Documents (provided that any assignee or transferee shall assume and be subject to the provisions of this Agreement and the Credit Documents), and all rights and remedies of the Lender in connection with the interest so assigned shall be enforceable against the Borrower as the same would have been by the Lender but for such assignment; and

The Borrower shall not assign any of its rights and Obligations under this Agreement without the prior written consent of the Lender, which consent may be unreasonably withheld.

12.11 All covenants, undertakings, agreements, representations and warranties made by the Borrower in this Agreement and the Credit Documents and any certificates, reports, statements, information, data, documents or instruments delivered pursuant to or in connection with the Credit Facility, this Agreement or any of the Credit Documents shall survive the execution and delivery of this Agreement, the Credit Documents and any advances of the Credit Facility made by the Lender pursuant to this Agreement and any of the Credit Documents, and shall continue in full force and effect until the Credit Facility is indefeasibly paid in full. All representations and warranties made by the Borrower in writing shall be deemed to have been relied upon by the Lender.

12.12 The headings of this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof. Words importing the singular number will include the plural and vice-versa; words importing the masculine gender will include the feminine gender and vice-versa; and words importing individuals will include firms, associations and corporations and vice-versa.

12.13 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will not invalidate the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

12.14 Time is of the essence of this Agreement and shall continue to be of the essence.

12.15 None of the preparation, execution or the registration of this Agreement or any Credit Documents, or any filing or registration with respect thereto, shall bind the Lender to make an advance of the Credit Facility unless and until each of the terms, conditions and provisions contained herein have been satisfied and performed by the Borrower to the full satisfaction of the Lender.

12.16 To the extent that there is any inconsistency between a provision of this Agreement and a provision of any document constituting part of the Credit Documents, the Lender shall determine, acting in its sole, absolute and arbitrary discretion, which of such conflicting or inconsistent provisions shall govern, notwithstanding that the same may be more onerous on the Borrower than any other conflicting or ambiguous provisions.

12.17 This Agreement supersedes all discussion papers, term sheets and other writings which may have been issued by the Lender prior to the date hereof relating to the Credit Facility, which shall have no force or effect; and this Agreement, the Credit Documents and any other documents or instruments contemplated herein or therein shall constitute the entire agreement and understanding between the Credit Parties and the Lender relating to the subject-matter hereof. No provision of this Agreement, or any other document or instrument in existence among the parties may be modified, waived or terminated except by an instrument in writing executed by the party against whom such modification waiver or termination is sought to be enforced.

12.18 The Borrower agrees that the Lender may use their name and other information pertaining to the financing arrangements contemplated herein including, without limitation, the amount of the facility, for marketing and advertising purposes and the Borrower agrees not to invoke the confidentiality of the financing arrangements provided such information is being used for such purposes. The Lender agrees to submit such marketing and advertising communications to the Borrower for its approval prior to their use.

12.19 This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original and which counterpart together shall constitute one and the same Agreement. This Agreement may be executed by facsimile or pdf, and any signature contained hereon by facsimile or pdf shall be deemed to be equivalent to an original signature for all purposes.

[EXECUTION PAGE FOLLOWS]

DATED THIS _____ day of May, 2025..

EXTEND FINANCIAL LTD.

Per: ___________________________
Name:
Title:

I have authority to bind the corporation.

Address: 61 Wildcat Road, Toronto, ON M3J 2P5

ACKNOWLEDGED AND AGREED TO THIS 27th day of May, 2025.

JL CHASE HOLDINGS INC.

Per: ___________________________
Name: Justin Lee Levine
Title: President

I have authority to bind the corporation.

THIS IS **EXHIBIT "23"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

Properties

PIN	21309 - 0311 LT	*Interest/Estate*	Fee Simple
Description	PT LT 11-12 PL 1265 CITY WEST AS IN WG136593; CITY OF TORONTO		
Address	1116 COLLEGE STREET TORONTO		

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 JL CHASE HOLDINGS INC.
Address for Service 1116 College Street, Toronto, Ontario,
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 EXTEND FINANCIAL LTD.
Address for Service 61 Wildcat Road, Toronto, ON M3J 2P5

Statements

Schedule: See Schedules
The text added or imported if any, is legible and relates to the parties in this document.

Provisions

Principal	$2,100,000.00	*Currency*	CDN
Calculation Period	Monthly, not in advance		
Balance Due Date	2026/06/01		
Interest Rate	BMO Prime plus 5.04%		
Payments			
Interest Adjustment Date	2025 06 01		
Payment Date	1st day of each and every month		
First Payment Date	2025 07 01		
Last Payment Date	2026 06 01		
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor	Justin Lee Levine		

Signed By

Deborah Jean Stroud	213-2180 Steeles Ave. West, Vaughan L4K 2Z5	acting for Chargor(s)	Signed	2025 05 30

Tel 416-665-9000
Email deborah@gklaw.ca
I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

KRIKUNEZ LAW PROFESSIONAL CORPORATION	213-2180 Steeles Ave. West, Vaughan L4K 2Z5	2025 05 30

Tel 416-665-9000
Email deborah@gklaw.ca

Fees/Taxes/Payment

Statutory Registration Fee	$70.90
Total Paid	$70.90

File Number

Chargee Client File Number : BR-OPP-0007332/M241574

THIS IS **EXHIBIT "24"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

GUARANTEE

For valuable consideration, I, the undersigned Guarantor agree with **Extend Financial Ltd.** as follows:

9. **Chargor's Name**. The name of the chargor whose loan I am guaranteeing is:

it is, (the "Chargor")

10. **Guarantee**. I guarantee payment to the Chargee of all of the Chargor's Loan of $2,100,000.00 (the "Loan"). Said loan is secured by a charge (the "Charge") against 1116 College Street, Toronto (the "Property") all pursuant to an Agreement between the Chargee and the Chargor dated May 13, 2025 (the "Agreement") which Agreement may be amended, extended or renewed from time to time.

IN CONSIDERATION of the premises and of the Chargee advancing the said money to the Chargor, the Guarantor doth hereby absolutely and unconditionally guarantee to all principal moneys, interest and other moneys owing on the security of this Charge, and the Guarantor himself, his heirs, executors and administrators, covenants with the moneys payable hereunder, he will pay all such moneys to the Chargee without any demand being required to be made.

AND it is hereby expressly declared that although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guaranteed, yet as between the Guarantor and the Chargee the Guarantor shall be considered as primarily liable therefor and that no release or releases of any portion or portions of the charged premises and no indulgence shown by the Chargee in respect of any default by the Chargor or any successor which may arise under this Charge, and that no extension or extensions granted by the Chargee to the Chargor or any successor for payment of the Charge moneys hereby secured or for the doing, observing or performing of any covenant, agreement, matter or thing herein contained, to be done, observed or performed by the Chargor or any successor nor any variation in or departure from the provisions of this Charge nor any dealings between the Chargor or any successor and Chargee nor any release of the Chargor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Chargee or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before default and after as before maturity of this Charge, including any future renewals with or without an increased rate of interest, until the said Charge moneys are fully paid and satisfied. And it is hereby further expressly declared that the Chargee shall not be bound to exhaust its recourse against the Chargor or the Charged premises before being entitled to payment from the Guarantor or the amount hereby guaranteed by the Guarantor.

ANY payment by the Guarantor of any money under his said guarantee shall not in any event be taken to affect the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies by subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by such Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the charged premises in competition with the Chargee and shall not unless and until the whole of the principal, interest and other moneys owing on the security of this Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

PROVIDED further that any failure on the part of the Chargee to perfect, maintain or enforce its rights whether due to default, negligence or otherwise on the part of the Chargee with respect to this Charge or any other security granted to the Chargee relating to the within Charge, shall not prejudice the Chargee with respect to its rights pursuant to this guarantee and shall not discharge or limit or lessen the liability of the Guarantor pursuant to the terms hereof.

THE Chargee may vary any agreement or arrangement with the Guarantor and grant extensions of time to or otherwise deal with him, his executors or administrators, without any consent on the part of the Chargor.

AND it is further hereby expressly agreed that if there is more than one Guarantor, all covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be joint and several and wherever the singular has been used the plural shall be deemed to be substituted as the context requires.

AND it is further hereby expressly declared that the release of any of the Guarantors from their liability hereunder shall not affect the liability of the remaining Guarantor or Guarantors which shall remain unimpaired and still in full force and effect as if the Guarantor or Guarantors so released had not been a party or parties of the Charge.

ALL covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his heirs, executors, administrators and assigns, or successors and assigns as the case may be, and all such covenants and liabilities and obligations shall be joint and several.

DATED at Toronto, this 27th day of May, 2025.

____
Jason Lee Levine
Justin

THIS IS **EXHIBIT "25"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

Extend Financial
formerly BankRight

Mortgage Commitment

BR-OPP-0007092

Approval Date:	05/02/2025
Approval Type:	HELOC ("Mortgage Home Equity Line of Credit")
Approved Amount:	$6,995,000.00 (your "Approved Credit Limit" or "Principal Maximum Amount")
Closing Date:	On or before 05/16/2025
Interest Adjustment Date:	First of the month following closing. *(Your closing date is the "Request for Funds" date.)*
Initial Draw Amount:	$____________ *(Set the amount of your first draw at closing.)*
Lender:	Extend Financial Ltd.

Parties to the Loan

All persons or entities listed below are "Parties to the Loan."

Borrower(s): Junction Vesuvio Inc.

Guarantor(s): Justin Lee Levine

If your name is not spelled correctly above, or if the name used above does not match your legal identification documents, please do not sign this document. Please provide the correct information to your broker/agent and a new loan commitment will be generated. Incorrect spelling or incomplete names can cause delays at closing and/or issues for your lawyer or title insurance provider.

Please provide contact information for your account. A valid email address is required for a HELOC.

Main Email: → stardustpictures@gmail.com *(Required: please print clearly.)*

Main Telephone: → 4165594010 *(Required: please print clearly.)*

- We will be using the email address above to send your monthly statements to you.
- This is also the email account that will be linked to your online portal account for draws & payments.

The Security

All properties listed below are being mortgaged form the Security for the Loan.

Security: Property 1
Priority: 1st Position Mortgage Charge
Security Address: 3010, 3014, 3016 Dundas Street W
Toronto, ON, M6P1Z3
Occupancy: Investment - Rental

Terms & Conditions

Your Loan Term, Fees, Rate & Payment

Term:
- Twelve (12) Months

Max Approved LTV:
- 60.00%

Commitment Fee:
- 4% - Fully earned upon signing this commitment.

Deposit on Legal Fee:
- $750.00 must be received by e-transfer to retainer@hahnlaw.ca.

Determination of Interest Rate:
- Your loan bears interest at an adjustable interest rate that is the **greater** of the Prime Rate plus the spread of 6.04% **or** 10.99%, effective 05/02/2025.

Initials of all Parties to the Loan (Required)

Continued from previous page.

	• "Prime Rate" means the annual variable interest rate publicly announced by Bank of Montreal that may change from time to time.
Prepayment Privilege:	• Your loan is open to repayment in full or in part at any time. Refer to Schedule A for notice requirements for a full discharge.
Monthly Payments:	• Interest is calculated monthly based on your daily outstanding balance at the interest rate in effect on each day of the month, not in advance. • Interest-only payments are due on the 1st of the month.
Standard Charge Terms:	• Dye and Durham 200033
Schedule:	• The lender's solicitor's standard form of mortgage schedule shall form a part of the charge.
Lender's Solicitor:	• The Lender shall retain its own solicitor and the borrower shall retain its own, both solicitors to be paid by borrower. • Lender's solicitor fees are $2,249.00 plus HST plus disbursements plus the cost of title insurance. **Broker/Agent:** please include these costs on your disclosure. • Additional Properties will attract additional legal fees. • Corporately owned properties will attract additional legal fees. • Any security documentation required in addition to the basic mortgage documentation will attract additional legal fees.
Borrower's Solicitor:	• TBD: Please provide name and contact information with signed commitment.
Taxes and Insurance:	• Property taxes for the security as well as personal or corporate income tax and HST (if applicable) for all Parties to the Loan are to be in good standing and paid up to date on the day of closing. • The Parties to the Loan shall at all times maintain the taxes and insurance in good standing, failing which, the lender may pay the taxes and/or obtain insurance on the parties' behalf and demand immediate of the same from any of the Parties to the Loan. • The Parties to the Loan undertake to provide the Lender, no less than annually, proof that the final property tax bill of the year has been paid in full. In addition, the Parties to the Loan undertake to provide the Lender with the annual insurance renewal document no later than 10 days prior to renewal of the policy. • Failure by the Parties to the Loan to provide confirmation of tax or insurance documentation on demand or to repay the lender's expenses on account of the payment of taxes and insurance plus its administrative costs shall be deemed a breach of the mortgage allow the lender to enforce the mortgage in the same manner as it would for unpaid principal and interest.
Insurance:	• The borrower is to obtain and maintain fire and public liability insurance. • The lender is to be noted as FIRST LOSS PAYEE and ADDITIONAL INSURED on the insurance policy. • The policy must include the standard mortgage clause and be in an amount equal to or greater than the principal amount or replacement costs guaranteed but remains to be determined at the lender's discretion as to sufficiency. • Deductible must not exceed $5,000.00.

Conditions Required by the Lender

Property 1:

1. The value of the property located at 3010, 3014, 3016 Dundas Street W, Toronto, ON, M6P1Z3 must be at least $12,800,000.00 as per lender's determination. A satisfactory current appraisal by a member in good standing of the Appraisal Institute of Canada must be directed to the lender to verify the property value to the satisfaction of the Lender. The cost of the appraisal is for the borrower's account.
2. A subsequent new or updated Current 'Appraisal Institute of Canada' Appraisal directed to the lender to verify value at the Sole and Unfettered discretion of the Lender must be received every 2 years from the appraisal date as a condition of renewal.

Continued from previous page.

3. No subsequent financing is permitted on 3010, 3014, 3016 Dundas Street W, Toronto, ON,M6P1Z3.

Additional Conditions:

4. Your mortgage broker/agent must return the following documents to the Lender no later than the commitment expiration date below.
   a. Signed commitment.
   b. Signed Lender's Schedule A.
   c. Valid identification for all Parties to the Loan.
   d. Signed borrower disclosure (with the broker/agent acting for both the borrower and the lender, not to the preference of either), with itemized cost of borrowing including legal, costsannual fee, wire, etc.;
   e. Signed complete application that matches the final terms of this loan and includes all Parties to the Loan;
   f. Signed letters of direction; and
   g. The borrowers' solicitor's name and contact information.
   h. PDF copy of the Interac Transfer Email borrower receives when making Retainer and/or Deposit payments.
5. E-signature is acceptable to the Lender however all Parties to the Loan must use a unique e-mail address. **Broker/Agent:** E-signatures must be able to be validated by the lender. Please include the e-signature audit report or envelope. If e-signatures cannot be validated, a final wet ink version of all signatures will be required at closing.
6. The Lender's solicitor will require confirmation of Canadian citizenship or permanent residence status (or in the case of a corporate borrower or guarantor Canadian control) for all Parties to the Loan.
7. A pre-authorized debit agreement and void cheque for a Canadian bank account owned by one or more Parties to the Loan will be required.
8. The mortgage shall contain a clause that in the event sale or transfer of any of the property or any part thereof, the mortgage may be due and payable in full at the lender's sole and absolute discretion.
9. The mortgage/commitment is assignable by the lender without requirement for consent form the borrower.
10. The mortgage is not portable and is not assignable by the borrower and is not assumable.
11. Payment received after 1:00 PM shall be deemed to have been received on the following business day.
12. A Lender's title insurance policy will be ordered by the Lender's solicitor at borrower's expense.
13. Documents cannot be signed under Power of Attorney without advance notice, review, and the Lender's specific consent. The Lender reserves the right to decline to accept Power of Attorney.
14. Independent Legal Advice is required in the event the loan proceeds are for the benefit of any party not executing the mortgage.

The Lender reserves the right to request more information about the security or Parties to the Loan (as needed) and/or conduct an interview with any of the Parties to the Loan prior to closing.

Acceptance

Please signify your agreement to the foregoing by executing the duplicate copy here of and returning same for our solicitor. This commitment is void if not accepted by 05/09/2025.

Dated at 07/05/25 this ________ day of ____________________, 20____.

Justin Levine (May 7, 2025 11:28 EDT)

	stardustpictures@gmail.com
Borrower: Junction Vesuvio Inc.	Junction Vesuvio Inc. Unique Email
Justin Levine (May 7, 2025 11:28 EDT)	stardustpictures@gmail.com
Guarantor: Justin Lee Levine	Justin Lee Levine Unique Email

Rafael Alter
LENDER: Extend Financial Ltd.

THIS IS **EXHIBIT "26"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

CREDIT FACILITY AGREEMENT

BETWEEN:

EXTEND FINANCIAL LTD., a corporation incorporated pursuant to the laws of the Province of Ontario, hereinafter referred to as the ("**Lender**")

AND

Junction Vesuvio Inc. residing in the Province of Ontario, hereinafter referred to as ("Borrower")

WHEREAS the Borrower has requested that the Lender make a credit facility available to her/him for personal consumption purposes and as they otherwise deem necessary;

AND WHEREAS the Lender has agreed to make the credit facility available to the Borrower on the terms and conditions herein provided for:

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 Unless the context otherwise requires, the following expressions will have the respective meanings hereinafter set forth:

(a) "**Applicable Law**" means, in respect of any Person, property, transaction or event, all applicable statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards in each case to the extent having the force of law, or any provisions of such laws, including general principles of common and civil law and equity or policies or guidelines, to the extent such policies or guidelines have the force of law;

(b) "**Business Day**" means each day other than a Saturday, Sunday or any other day on which the chartered banks are not open for business in the Province of Québec or Ontario.

(c) "**Credit Documents**" means, collectively, this Agreement, the Security Documents and all other agreements, documents and instruments required or contemplated herein to be provided by the Borrower, the Guarantor or any other person as the same may be amended, restated, supplemented, otherwise modified or replaced;

(d) "**Credit Facility**" is defined in Section 2 hereof;

(e) "**Credit Facility Limit**" means the total facility limit as agreed at signing or as amended.

(f) "**Credit Parties**" means, collectively, the Borrower and the Guarantor, and "**Credit Party**" means any one of the Credit Parties;

(g) "**Event of Default**" has the meaning attributed to it in Section 9.1;

(h) "**Governmental Entity**" means any (i) federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) any crown corporation incorporated by the foregoing; (iii) any subdivision or authority of any of the foregoing; or (iv) any quasi-governmental, judicial or administrative body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above;

(i) "**Loans**" has the meaning attributed to in Section 2.1;

(j) "**Material Adverse Effect**" means a material adverse effect or a series of adverse effects, as determined by the Lender in its sole, absolute, unfeterred and arbitrary discretion, which either individually or cumulatively, (i) constitutes a material adverse change in the business, operations, financial condition or properties of a Borrower; (ii) could materially impair the ability of a Borrower to timely and fully perform the Obligations, or (iii) could materially impair the ability of the Lender to recover under or to enforce its rights and remedies under this Agreement or the Security Documents;

(k) "**Obligations**" means at any time (i) all direct and indirect, contingent and absolute obligations and liabilities of the Borrower to the Lender and the Lender under or in connection with this Agreement and the other Credit Documents, at such time, specifically including the Loans, all accrued and unpaid interest thereon, and all fees, expenses and other amounts payable pursuant to this Agreement and the other Credit Documents; provided that if otherwise specified or required by the context, "**Obligations**" shall mean any portion of the foregoing;

(l) "**Person**" means and includes an individual, a partnership, a corporation, a joint stock company, a trust, an unincorporated association, a joint venture or other entity, or a Governmental Entity, or any agency or political subdivision thereof, and the executors, administrators or other legal representatives of an individual in such capacity;

(m) "**Security Documents**" means any and all agreements, deeds, instruments and other documents entered into at any time by the Credit Parties and evidencing or securing or otherwise relating to the Obligations of the Borrower hereunder, the whole as may be amended, restated or replaced from time to time, including, without limitation, all other security set out in Schedule "B" hereto;

(n) "**Taxes**" means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by a Governmental Entity, including any interest, additions to tax or penalties applicable to them;

(o) "**Term**" has the meaning attributed to it in Section 10;

2. CREDIT FACILITY, LOANS

2.1 Subject to, and upon the terms and conditions contained herein, the Lender agrees hereby to establish a credit facility (the "**Credit Facility**") under which it makes loans to the Borrower from time to time (the aggregate amount of the Credit Facility being outstanding at any time are herein collectively referred to sometimes as the "**Loans**" and each advance under the Credit Facility, is a "**Loan**") in amounts which will not in the aggregate at any time exceed the Credit Facility Limit.

In the event that at any time the outstanding amount of the Loans exceeds the amounts indicated above, upon demand by the Lender, the Borrower will immediately repay to the Lender the amount of any such excess for which payment is demanded.

2.2 Loans will be disbursed by the Lender to the Borrower by wire transfer or howsoever the Lender should determine to the Borrower' bank account according to the information provided by the Borrower in accordance with the form set out in Schedule "C" attached hereto or by such other procedure as is established from time to time by the Lender and the Borrower. The Borrower will pay all bank charges and wire transfer fees relating to such transfers and the Lender may deduct such amounts from the amounts to be disbursed by the Lender to the Borrower.

2.3 The records maintained by the Lender in accordance with its usual practice of the amounts advanced to the Borrower in connection with the Credit Facility and the amounts of the Loans which are outstanding and the records maintained by the Lender of the amounts of interest and other fees and costs payable and paid under this Agreement shall constitute, absent manifest error, rebutable *prima facie* proof thereof in any legal proceedings or action in respect of this Agreement.

3. INTEREST AND COSTS

3.1 The Borrower will pay interest calculated on a daily basis on the number of days elapsed and based on the actual number of days in the year, without demand or notice, on the first Business Day of each month or as determined by the Lender in its sole discretion, on the outstanding balance of the Loans from time to time outstanding at a rate of interest equal to prime rate plus the spread interest as calculated at the rate in the Mortgage Commitment Letter. The interest rate will be calculated daily and paid monthly and will be adjusted if there has been a change in the Prime Rate. The interest rate will be calculated daily and paid monthly. Such interest will be payable both before and after demand, default, maturity and judgment.

3.2 Interest on overdue interest shall be payable at the same rate as interest on interest not overdue, which interest shall be payable on demand.

3.3 Interest on any unpaid costs and expenses and other fees and charges contemplated herein which are not paid when due hereunder shall bear interest calculated at the same rate as indicated in section 3.1 above , which interest shall be payable on demand.

3.4 For purposes of disclosure under the *Interest Act* (Canada), whenever any fee payable hereunder is computed at a rate on the basis of a year of three hundred and sixty-five (365) days, such fee constitutes a fee on a yearly basis equivalent to such rate divided by three hundred and sixty (365) and multiplied by the number of days in a given year.

3.5 The Borrower hereby acknowledges and confirms that (s)he understands the conversion formulas and how to calculate any annual rate of interest contemplated in this Section. The Lender agrees that promptly upon request by a Borrower from time to time it will advise the Borrower of the effective interest rate charged on the Loans, and will assist the Borrower in calculating the effective annual rate of interest required to be disclosed pursuant to section 4 of the *Interest Act* (Canada).

3.6 The Borrower acknowledges and agrees that for the purposes of the *Interest Act* (Canada), the information provided to them hereunder with respect to the calculation of interest hereunder or under any other Credit Document shall constitute an express statement of the yearly rate or percentage of interest to which such interest rate or percentage is equivalent. The Borrower hereby irrevocably agrees not to plead or assert, whether by way of defence or otherwise, in any proceeding relating to this Agreement or any other Credit Document, that the interest payable under this Agreement or any other Credit Document and the calculation thereof has not been adequately disclosed to the Borrower, whether pursuant to section 4 of the *Interest Act* (Canada) or any other Applicable Law.

4. REPAYMENT OF CREDIT FACILITY

4.1 The Borrower hereby binds and obliges himself/herself to repay the principal amount of the Credit Facility to the Lender, with accrued interest, in accordance with the provisions contained in paragraph 11 hereof. **The Borrower may repay and re-borrow the Credit Facility at any time during the Term using the online portal access provided by the Lender.**

5. SECURITY

5.1 The indebtedness to the Lender in respect of the Loans and all other amounts payable to the Lender hereunder and the fulfilment of all Obligations of the Borrower hereunder will be secured, *inter alia*, by the Security Documents.

6. CONDITIONS PRECEDENT

6.1 The obligation of the Lender to make the advance of the initial Loan under the Credit Facility is subject to and conditional upon the fulfilment of each of the conditions set forth in Section 6.2 and of the fulfillment of the following terms and conditions to the entire satisfaction of the Lender:

(a) The Credit Documents and other documents listed in Schedule "B" attached hereto will have been duly executed and delivered to the Lender and duly registered in all places where registration is required;

(b) The Lender shall have completed all of its due diligence investigations and shall, in its sole discretion, be satisfied with the results of same;

(c) The Lender shall have received evidence satisfactory to it that all insurance coverage contemplated in this Agreement is in place and that the Lender's interest as loss payee has been endorsed thereon.

6.2 The obligations of the Lender to disburse any Loan, or any portion thereof to a Borrower is subject to and conditional upon the fulfillment of each of the following terms and conditions to the entire satisfaction of the Lender, at the time of each disbursement:

(a) The representations and warranties set forth in this Agreement and in the Security Documents will be and are warranted by the Borrower to be true and correct as of the date of any Loan and there will not have occurred an Event of Default or any event or circumstance which, with the giving of notice, lapse of time or otherwise, would constitute an Event of Default;

(b) There will not have occurred any event or series of events which would have a Material Adverse Effect;

(c) The Lender will be satisfied that the Security Documents remains valid, binding and enforceable;

Each of the conditions set forth in this Section 6 is for the exclusive benefit of the Lender, and unless waived in writing by the Lender shall be fulfilled, satisfied and performed by the Borrower.

7. REPRESENTATIONS AND WARRANTIES

7.1 The Borrower and each of the Guarantor, as the case may be, hereby represents and warrants to and in favour of the Lender as follows:

(a) There are no actions, suits or proceedings pending or, to the knowledge of the Borrower, threatened against or adversely affecting any of the Borrower in any court or before or by any Federal, Provincial, Municipal or other governmental department, commission, board, bureau or agency, Canadian or foreign, which might materially affect the financial condition of a Borrower or the title to its property or assets;

(b) The execution and delivery of this Agreement and the Security Documents and the consummation of the transactions herein contemplated and the compliance with the covenants, terms, provisions and conditions hereof do not conflict with or result in a breach of any of the terms or provisions of any agreement or instrument to which a Borrower is now a party or which purports to be binding upon it or its property and assets or constitute a default under any of them;

(c) This Agreement, the Security Documents and all other deeds, documents or instruments delivered pursuant thereto will, when executed and delivered, constitute valid and binding obligations of the party executing same enforceable against it in accordance with their respective terms except as may be limited by other deeds, documents or instruments delivered pursuant thereto or by applicable bankruptcy, reorganization, insolvency, moratorium or any laws affecting the enforcement of creditors' rights;

(d) The borrowing of money under this Agreement and the execution and delivery of this Agreement and the Security Documents do not require the consent or approval of, or registration with any other party or any Canadian or other governmental body, agency or authority;

(e) All balance sheets, earnings statements, notices of assessments and other financial data which have been or shall hereafter be furnished to the Lender to induce the Lender to enter into this Agreement or otherwise in connection herewith have been or will be prepared in accordance with generally accepted accounting principles approved by the Canadian Institute of Chartered Accountants, and do or will fairly represent the financial condition and the results of the operations of a Borrower, and all of the information, certificates, schedules, reports and other papers and data furnished to the Lender are or will be, at the time the same are so furnished, accurate, complete and correct in all material respects;

The representations and warranties in this Agreement and in any certificates or documents delivered to the Lender shall not merge in or be prejudiced by and shall survive any Loan and shall continue in full force and effect for the Term of this Agreement. If, with respect to any Loan under the Credit Facility, the Lender waives or accepts any change in the representations or warranties as set out herein, such waiver or accepted change shall not constitute a Default or breach with respect to such Loan under the Credit Facility provided, however, that such waiver or accepted change with respect to any such Advance under the Credit Facility shall not be, or be deemed to be, a waiver or accepted change in the representations or warranties with respect to any subsequent Loans under the Credit Facility.

8. COVENANTS

8.1 The Borrower covenants with the Lender that, so long as the Credit Facility or any portion thereof remains outstanding:

(a) (s)he will deliver or cause to be delivered to the Lender all such financial information which the Lender may reasonably request from time to time;

(b) (s)he will pay and discharge all Taxes and other governmental charges and all contractual obligations calling for the payment of money before the same shall become overdue and, upon request, it will provide the Lender with evidence of such payment;

(c) (s)he will promptly notify the Lender of any condition or event which constitutes or with the lapse of time and/or the giving of notice would constitute a default under this Agreement or any of the Security Documents and promptly inform the Lender of any material adverse change in the financial condition of a Borrower;

(d) (s)he will maintain insurance coverage upon the collateral under the security related to this Agreement all in accordance with the Lender's requirements from time to time and the Lender shall be named as a loss beneficiary, as its interest may appear, on all such insurance;

(e) (s)he will pay all fees and expenses in connection with the preparation of this Agreement as well as the Security Documents and any other documentation relating to the matters referred to therein, including: (i) all costs and expenses of filing and recording fees and Taxes; (ii) all costs and expenses of remitting loan proceeds, collecting cheques and other items of payment, if applicable; (iii) costs and expenses paid or incurred in connection with demanding payment of the Obligations of the Borrower under this Agreement, enforcing the security interest and liens of the Lender, selling or otherwise realizing upon the assets subject to the Security Documents and otherwise enforcing the provisions of this Agreement and the Security Documents; (iv) the fees and disbursements of counsel to the Lender on a substantial indemnity basis in connection with any of the foregoing.

(f) (s)he will not create, incur, assume or permit to exist any mortgage, pledge, lien, hypothec, charge, security interest or other encumbrance whatsoever on or with respect to any property or assets subject to the Security Documents other than the Permitted Encumbrances outlined in Schedule A attached hereto;

(g) (s)he will keep and maintain each of the Permitted Encumbrances outlined in Schedule A attached hereto in good standing and will comply with the terms thereof and will forthwith notify the Lender in writing describing in reasonable detail any defaults thereunder;

9. <u>EVENTS OF DEFAULT</u>

9.1 The occurrence of any one or more of the following events will constitute an event of default (**"Event Of Default"**):

(a) If the Borrower defaults in payment of any principal of or interest on the Credit Facility when due;

(b) If the Borrower fails to perform or observe any covenant or undertaking contained herein, or in any instrument creating security in favour or for the benefit of the Lender, or in any other agreement entered into with the Lender, including, without limitation, the Security Documents and such default is not remedied within ten (10) Business Days after written notice to do so has been given by the Lender to the Borrower;

(c) If any representation, warranty, certificate, statement or report made herein, or deemed to have been made in connection with any Loan is false or erroneous in a material respect;

(d) If any indebtedness of the Borrower for borrowed money or pursuant to any other financing arrangement is demanded or becomes due prior to the stated maturity thereof;

(e) If the Borrower attempts to sell or shall sell or dispose of or in any way part with the possession of the collateral under the Security Documents;

(f) If the Borrower abandons its undertaking or property or assets or any part thereof;

(g) If any execution, sequestration or any other process of any Court becomes enforceable against the Borrower or if a distress or analogous process is levied upon its property or assets and the failure to satisfy such execution, sequestration, distress or process would render any property or assets of the Borrower liable to sale or forfeiture;

(h) If the Borrower fails to insure or keep insured the collateral under the Security Documents;

(i) If the Borrower suspends or ceases or threaten to suspend or cease business or threaten to suspend or cease making payments under this Agreement;

(j) If the Borrower makes an assignment, proposal or compromise for the benefit of its creditors or otherwise acknowledges its insolvency or should the any of the Borrower invokes, threaten to invoke or indicate its intention to invoke the benefit of any legislation governing insolvent debtors;

(k) If any of the Borrower becomes bankrupt or insolvent or if any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced in respect of a Borrower or in respect of any of its property or if any receiver, trustee or liquidator takes possession of the undertaking or any substantial portion of the property of a Borrower;

(l) If a Borrower shall permit any amount which has been admitted as due by it or is not disputed to be due by it and which forms or is capable of being made a charge upon any of the property or assets subject to any security held by or for the benefit of the Lender, to remain unpaid for ten (10) days after proceedings have been taken to enforce payment;

(m) If a Borrower defaults in payment or discharge of any indebtedness or liability to the Lender other than the Loans when due and such default continues for five (5) days after the due date;

(n) If any of the Credit Parties defaults under the terms of any security on its assets including, without limiting the generality of the foregoing, the Security Documents or should any creditor of the Borrower give notice of its intention to enforce its security on any assets subject to the Security Documents;

(o) If the Guarantor or any other guarantor of the Credit Facility withdraws or purports to withdraw, without the consent of the Lender, any guarantee or any security given in connection therewith; and

(p) A Material Adverse Effect has occurred of which the Lender has given notice to the Borrower.

9.2 Upon the occurrence of any Event of Default which is continuing, at the option of the Lender all indebtedness in respect of the Credit Facility will, upon notice or demand, become due and payable and the Security Documents will become immediately enforceable. All costs and expenses of collection of amounts owing hereunder or of enforcement of any Security Document will be for the account of the Borrower and will be payable with interest thereon at the rate at which the Credit Facility bear interest and such repayment will be secured by the Security Documents.

10. TERM

10.1 The Credit Facility (together with all accrued interest and all other amounts payable hereunder) shall be repaid in full (and any obligation of the Lender to make advances hereunder shall be permanently cancelled) upon the earlier of:

(a) the balance due date in accordance with the registered charge (the "**Repayment Date**"); or

(b) the occurrence of an Event of Default.

(c) Notice demanding repayment has been made by the Lender.

Demand for repayment of the Credit Facility in full or in part, may be made by the Lender at any time and from time to time, without any reason therefor. Upon the making of such demand by the Lender, the Borrower shall, within five (5) business days of deemed receipt of notice for repayment, make payment to the Lender of all amounts stipulated in the notice as due and owing.

11. COMPENSATION AND SET-OFF

11.1 In addition to and not in limitation of any rights now or hereafter granted under applicable law, if an Event of Default occurs and is continuing, the Lender is authorized at any time and from time to time to the fullest extent permitted by law without notice to any of the Borrower, any notice being expressly waived by the Borrower, to set-off and compensate and to apply any and all indebtedness at any time owing by the Lender to or for the credit of or the account of the Borrower against and on account of the Obligations, including, without limitation, all claims of any nature or description arising out of or connected with this Agreement, irrespective of whether or not the Lender has made any demand under this Agreement. Without any obligation or liability on its part, the Lender will attempt in good faith to advise the Borrower of the Lender's exercise of any of its rights under this Section 11.1.

12. FEES

12.1 In consideration for the Lender establishing the Credit Facility, the Borrower agrees to pay a set-up fee to the Lender (the "Set-up Fee"), which shall be earned and payable upon the completion of the transaction contemplated herein.

13. GENERAL

13.1 In addition to any other liability of the Borrower hereunder, the Borrower hereby agrees to indemnify and save harmless the Lender and its agents, officers and employees (collectively, the "Indemnitees") from and against all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including reasonable legal fees on a solicitor and his own client basis) of any kind or nature whatsoever (but excluding any consequential damages and damages for loss of profit) which may be imposed on, incurred by or asserted against the Indemnitees (except to the extent arising from the negligence or wilful misconduct of such Indemnitees) which relate to or arise out of or result from any investigation by Governmental Entities or any litigation or other similar proceeding related to any use made or proposed to be made by the Borrower of the proceeds of any Loan.

13.2 All payments of principal, interest and any other amounts due to the Lender by the Borrower hereunder will be made by the Borrower without the necessity of demand, or on demand if payable on a

demand basis, at the Lender's office as indicated on the signature page hereof or at such other place in Canada as may be designated, from time to time, in writing by the Lender to the Borrower. The Lender reserves the right to impute all payments made by the Borrower whether on account of principal, interest, fees, expenses or otherwise in such manner as the Lender shall determine and the Lender may change such imputation from time to time in its sole discretion. Unless otherwise indicated, all dollar amounts expressed herein are in Canadian funds.

13.3 If, for purposes of obtaining judgment against the Borrower, it becomes necessary to convert into Canadian funds an amount due hereunder in U.S. Dollar funds, then the conversion shall be made at the rate of exchange prevailing on the last business day in Toronto, Ontario before the day on which the judgment is rendered.

For this purpose, "rate of exchange" means the spot rate at which the Lender is able to purchase U.S. funds with Canadian funds on the relevant date. In the event that there is a change in the rate of exchange prevailing between the day before the day on which the judgment is rendered and the date of payment of the amount due, the Borrower will pay such additional amount(s) as may be necessary to ensure that the amount paid on such date is the amount in Canadian funds which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due in U.S. funds. Any amount due by the Borrower under this paragraph shall be due as a separate debt and shall not be affected by judgment being obtained for any other sums due under this Agreement.

13.4 No delay or failure on the part of the Lender in exercising any right, power or privilege hereunder shall affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other power, right or privilege. The rights and remedies of the Lender under this Agreement are cumulative and not exclusive of any right or remedies which the Lender would otherwise have. No waiver by the Lender of any of its rights hereunder shall be deemed to be or constitute a waiver of any other rights or remedies of the Lender hereunder nor shall delay in the exercise of any right or remedy be deemed to be a waiver thereof.

13.5 Nothing herein contained shall constitute a novation or replacement of any right of the Lender or obligation of the Borrower to the Lender in virtue of any existing agreements between the Borrower and the Lender.

13.6 The Borrower will from time to time, at all times hereafter, upon every reasonable request of the Lender make, do or execute or cause to be made, done or executed all such further acts, deeds, things, devices, conveyances and assurances whatsoever, for the better and more perfectly effecting the purpose and intent of this Agreement and any security given in connection herewith.

13.7 Any notice, request or other communication hereunder to any party hereto in connection with this Agreement shall be in writing and be well and sufficiently given if sent by prepaid, registered or certified mail, hand-delivered or transmitted by electronic mail (followed by delivery by one of the above mentioned methods) to it at its address indicated on the signature page of this Agreement.

Any such notice shall be deemed to have been received on the date of delivery if hand delivered, on the earlier of the date of actual delivery by the postal authorities or three (3) Business Days after the date of mailing, if sent by mail, on the date of transmission, if transmitted by electronic mail before 5:00 p.m. E.S.T. on a Business Day or on the Business Day following the date of transmission if transmitted by electronic mail after 5:00 p.m. E.S.T. on a Business Day or on a day which is not a Business Day. In the event of an interruption or abnormal delay in postal service, any notice or other communication shall be hand delivered. Any of the parties hereto may, by written notice to the others, given as aforesaid, designate a changed address for such party.

13.8 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the courts of such Province shall have exclusive jurisdiction to hear and determine any matter or dispute arising hereunder or in connection herewith and the Borrower hereby irrevocably attorns to the exclusive jurisdiction of such courts for such purposes.

13.9 This Agreement shall be binding upon and enure to the benefit of the Lender, the Borrower and their respective successors and permitted assigns.

13.10 The Lender may assign, transfer, negotiate, pledge or otherwise hypothecate, in whole or in part, this Agreement, together with the Security Documents (provided that any assignee or transferee shall assume and be subject to the provisions of this Agreement and the Security Documents), and all rights and remedies of the Lender in connection with the interest so assigned shall be enforceable against the Borrower as the same would have been by the Lender but for such assignment; and

The Borrower shall not assign their rights and Obligations under this Agreement without the prior written consent of the Lender, which consent may be unreasonably withheld.

13.11 All covenants, undertakings, agreements, representations and warranties made by the

Borrower in this Agreement and the Security Documents and any certificates, reports, statements, information, data, documents or instruments delivered pursuant to or in connection with the Credit Facility, this Agreement or any of the Security Documents shall survive the execution and delivery of this Agreement, the Security Documents and any advances of the Credit Facility made by the Lender pursuant to this Agreement and any of the Security Documents, and shall continue in full force and effect until the Credit Facility is indefeasibly paid in full. All representations and warranties made by the Borrower in writing shall be deemed to have been relied upon by the Lender.

13.12 The headings of this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof. Words importing the singular number will include the plural and vice-versa; words importing the masculine gender will include the feminine gender and vice-versa; and words importing individuals will include firms, associations and corporations and vice-versa.

13.13 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will not invalidate the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

13.14 Time is of the essence of this Agreement and shall continue to be of the essence.

13.15 None of the preparation, execution or the registration of this Agreement or any Security Documents, or any filing or registration with respect thereto, shall bind the Lender to make an advance of the Credit Facility unless and until each of the terms, conditions and provisions contained herein have been satisfied and performed by the Borrower to the full satisfaction of the Lender.

13.16 To the extent that there is any inconsistency between a provision of this Agreement and a provision of any document constituting part of the Security Documents, the Lender shall determine, acting in its sole, absolute and arbitrary discretion, which of such conflicting or inconsistent provisions shall govern, notwithstanding that the same may be more onerous on the Borrower than any other conflicting or ambiguous provisions.

13.17 This Agreement supersedes all discussion papers, term sheets and other writings which may have been issued by the Lender prior to the date hereof relating to the Credit Facility, which shall have no force or effect; and this Agreement, the Security Documents and any other documents or instruments contemplated herein or therein shall constitute the entire agreement and understanding between the Credit Parties and the Lender relating to the subject-matter hereof. No provision of this Agreement, or any other document or instrument in existence among the parties may be modified, waived or terminated except by an instrument in writing executed by the party against whom such modification waiver or termination is sought to be enforced.

13.18 The Borrower agrees that the Lender may use their names and other information pertaining to the financing arrangements contemplated herein including, without limitation, the amount of the facility, for marketing and advertising purposes and the Borrower agrees not to invoke the confidentiality of the financing arrangements provided such information is being used for such purposes. The Lender agrees to submit such marketing and advertising communications to the Borrower for its approval prior to their use.

13.19 This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement. This Agreement may be executed by facsimile or pdf, and any signature contained hereon by facsimile or pdf shall be deemed to be equivalent to an original signature for all purposes.

DATED THIS _____ day of May, 2025

Per:_________________________________

Name: Rafael Alter
Title: Director
I have authority to bind the Corporation

ACKNOWLEDGED AND AGREED TO at Toronto, this 14 day of May, 2025.

JUNCTION VESUVIO INC.

Per: ______________________
Name: Justin Lee Levine
Title: President

____
Justin Lee Levine

THIS IS **EXHIBIT "27"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

Properties

PIN	10518 - 0701 LT	*Interest/Estate*	Fee Simple
Description	PT LT 63 PL 603 WEST TORONTO JUNCTION AS IN CT549933; TORONTO , CITY OF TORONTO		
Address	3014 DUNDAS ST W TORONTO		
PIN	10518 - 0702 LT	*Interest/Estate*	Fee Simple
Description	PT LT 63 PL 603 WEST TORONTO JUNCTION AS IN WT91276; TORONTO , CITY OF TORONTO		
Address	3010 DUNDAS ST W TORONTO		
PIN	10518 - 0700 LT	*Interest/Estate*	Fee Simple
Description	PT LT 62 PL 603 WEST TORONTO JUNCTION AS IN CA325083; TORONTO , CITY OF TORONTO		
Address	3016 DUNDAS ST W TORONTO		

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 JUNCTION VESUVIO INC.
Address for Service 7b Pleasant Boulevard, 966, Toronto,
Ontario, M4T 1K2,
Canada

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 EXTEND FINANCIAL LTD.
Address for Service 61 Wildcat Rd, North York, Ontario M3J 2P5

Statements

Schedule: See Schedules

The text added or imported if any, is legible and relates to the parties in this document.

In accordance with registration AT6325243 registered on 2023/05/03, the consent of Almore Capital Ltd. and Olympia Trust Company. has been obtained for the registration of this document.

Provisions

Principal	$6,995,000.00	*Currency*	CDN
Calculation Period	Daily on outstanding balance, not in advance		
Balance Due Date	2026/06/01		
Interest Rate	Prime Rate + 6.04%		
Payments			
Interest Adjustment Date	2025 06 01		
Payment Date	first day of each month		
First Payment Date	2025 07 01		
Last Payment Date	2026 06 01		
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor	Justin Lee Levine		

Additional Provisions

Additional Provisions

See Schedule

Signed By

Laith Muhmoud Hahn	21-1700 King Road King City (lhahn@hahnlaw.ca) L7B0N1	acting for Chargor(s)	Signed	2025 05 16

Tel 905-638-8888

Email lhahn@hahnlaw.ca

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

Submitted By

HAHN LAW	21-1700 King Road King City (lhahn@hahnlaw.ca) L7B0N1	2025 05 16

Tel 905-638-8888

Email lhahn@hahnlaw.ca

Fees/Taxes/Payment

Statutory Registration Fee	$70.90
Total Paid	$70.90

File Number

Chargor Client File Number :	25567
Chargee Client File Number :	BR-OPP-0007092

THIS IS **EXHIBIT "28"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28$^{\text{TH}}$
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

GUARANTEE

For valuable consideration, I, the undersigned Guarantor agree with **Extend Financial Ltd.** as follows:

1. **Chargor's Name.** The name of the chargor whose loan I am guaranteeing is:

Junction Vesuvio Inc., (the "Chargor")

2. **Guarantee.** I guarantee payment to the Chargee of all of the Chargor's Loan of $6,995,000.00 (the "Loan"). Said loan is secured by a charge (the "Charge") against 3014,3010,3016 Dundas St W, Toronto (the "Property") all pursuant to an Agreement between the Chargee and the Chargor dated May 2, 2025 (the "Agreement") which Agreement may be amended, extended or renewed from time to time.

IN CONSIDERATION of the premises and of the Chargee advancing the said money to the Chargor, the Guarantor doth hereby absolutely and unconditionally guarantee to all principal moneys, interest and other moneys owing on the security of this Charge, and the Guarantor himself, his heirs, executors and administrators, covenants with the moneys payable hereunder, he will pay all such moneys to the Chargee without any demand being required to be made.

AND it is hereby expressly declared that although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guaranteed, yet as between the Guarantor and the Chargee the Guarantor shall be considered as primarily liable therefor and that no release or releases of any portion or portions of the charged premises and no indulgence shown by the Chargee in respect of any default by the Chargor or any successor which may arise under this Charge, and that no extension or extensions granted by the Chargee to the Chargor or any successor for payment of the Charge moneys hereby secured or for the doing, observing or performing of any covenant, agreement, matter or thing herein contained, to be done, observed or performed by the Chargor or any successor nor any variation in or departure from the provisions of this Charge nor any dealings between the Chargor or any successor and Chargee nor any release of the Chargor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Chargee or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before default and after as before maturity of this Charge, including any future renewals with or without an increased rate of interest, until the said Charge moneys are fully paid and satisfied. And it is hereby further expressly declared that the Chargee shall not be bound to exhaust its recourse against the Chargor or the Charged premises before being entitled to payment from the Guarantor or the amount hereby guaranteed by the Guarantor.

ANY payment by the Guarantor of any money under his said guarantee shall not in any event be taken to affect the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies by subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by such Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the charged premises in competition with the Chargee and shall not unless and until the whole of the principal, interest and other moneys owing on the security of this Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

PROVIDED further that any failure on the part of the Chargee to perfect, maintain or enforce its rights whether due to default, negligence or otherwise on the part of the Chargee with respect to this Charge or any other security granted to the Chargee relating to the within Charge, shall not prejudice the Chargee with respect to its rights pursuant to this guarantee and shall not discharge or limit or lessen the liability of the Guarantor pursuant to the terms hereof.

THE Chargee may vary any agreement or arrangement with the Guarantor and grant extensions of time to or otherwise deal with him, his executors or administrators, without any consent on the part of the Chargor.

AND it is further hereby expressly agreed that if there is more than one Guarantor, all covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be joint and several and wherever the singular has been used the plural shall be deemed to be substituted as the context requires.

AND it is further hereby expressly declared that the release of any of the Guarantors from their liability hereunder shall not affect the liability of the remaining Guarantor or Guarantors which shall remain unimpaired and still in full force and effect as if the Guarantor or Guarantors so released had not been a party or parties of the Charge.

ALL covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his heirs, executors, administrators and assigns, or successors and assigns as the case may be, and all such covenants and liabilities and obligations shall be joint and several.

DATED at Toronto, this 14 day of May, 2025.

Justin Lee Levine

THIS IS **EXHIBIT "29"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

KRIKUNEZ LAW PROFESSIONAL CORPORATION

Gabriel Krikunez
T: 416 665 900
E: gabriel@gklaw.ca

April 16, 2026

BY REGISTERED MAIL
BY E-MAIL TO STARTDUSTPICTURES@GMAIL.COM

Justin Lee Holdings Ltd.
7b Pleasant Blvd., Suite 966
Toronto, ON
M4T 1K2

Junction Vesuvio Inc.
7b Pleasant Blvd., Suite 966
Toronto, ON
M4T 1K2

JL Chase Holdings Inc.
7b Pleasant Blvd., Suite 966
Toronto, ON
M4T 1K2

Justin Lee Levine
7b Pleasant Blvd., Suite 966
Toronto, ON
M4T 1K2

Attention: Justin Lee Levine

Dear Mr. Levine:

Re: Extend Financial Ltd. the "Lender") loans (the "Loans" and individually a "Loan") to Justin Lee Levine ("Justin"), Junction Vesuvio Inc. ("Junction"), JL Chase Holdings Inc. ("Chase") and Justin Lee Holdings Ltd. ("JLHL", and collectively with Justin, Junction and Chase being the "Borrowers") as secured by various charges on various real properties (the "Charges")
Loan Numbers: BR-OPP-0007527 (Dundas Street), BR-OPP-0007697 (Dundas Street), BR-OPP-0006143 (Dundas Street), BR-OPP-0007092 (Dundas Street) and BR-OPP-0007332 (College Street)
Our File No.: LIT262185

I am the lawyer for Extend Financial Ltd.. I write in furtherance to communication that you had exchanged with our client over the recent past in respect of your defaults on account of the above noted Loans and Charges.

Despite our clients attempts to collect arrears monies owed by you, to date, your arrears remain outstanding. To this end, your Loans are in default. With respect to the JLHL Loan, please note that it is now default pursuant to setion 9.1(p) of the CFA (as herein after defined) as there has been a Material Adverse Effect (as defined in the CFA) with respect to a guarantor of the Loan, Justin Lee Levine.

Pursuant to the terms of your various Loan commitments (the "**Commitments**") and related Credit Facility Agreements (the "**CFA**" and collectively with the Commitment being the "**Loan Documents**") the Lender agreed to loan to each of you certain sums and did, on various dates

between January and June, 2025 advance such loans to you (the "**Loans**"). The Loans were each secured by a real property charge and each Loan was guaranteed by Justine Lee Levine (the "**Guarantor**").

Pursuant to the terms of the Loan Documents, the borrower of each Loan was to make monthly payments of interest only. As you have been previously advised, in respect of all but the JLHL Loans, the borrowers have defaulted on their monthly payments. To this end, the borrowers have breached the terms of the Charges and Loan Documents (collectively the "Security") which default continues to date.

The Security entitles the Lender, upon default of the borrower, to accelerate the principal amount of the indebtedness and demand repayment of the full amount owing on the Loan. Given that you have failed to cure your default, the Lender is now accelerating the principal and all other amounts due under the Loan, having decided to simultaneously advise you of its intention to enforce its Security.

Accordingly, in reliance upon the guarantee of Justin Lee Levine and the Security the Lender hereby demands that the borrower make payment in the full amount of the indebtedness outstanding under the Loans and as reflected by the Lender Payout Statement enclosed herewith and more specifically as at April 16, 2026 the amount noted in the enclosed Notice of Intention to Enforce Security which sum consists of the Lender Payout Statement enclosed, per diem until the date of this letter and our legal fees and HST in the amount of $2,825. You may disregard the bolded and underlined comment in the Lender Payout Statement indicating the date until which the statement is valid. Please note that you are also required to pay per diem interest after the date of this letter and until the indebtedness is repaid to the Lender. This letter is also being sent as notice to each borrower and the Guarantor in respect of the Loan and serves as a demand on the Guarantor to make payment of the indebtedness as required under the guarantee.

If payment is not received by 1:00pm on Tuesday, April 28, 2026, the Lender will take whatever steps that are necessary to enforce its rights provided to it pursuant to the Loan, guarantee and Security. To this end, we enclose the aforementioned Notice of Intention to Enforce Security pursuant to Section 244 of the Bankruptcy and Insolvency Act.

If you have any questions please contact us at the above coordinates.

Yours very truly,

Krikunez Law Professional Corporation

Gabriel Krikunez

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: Justin Lee Levine (an insolvent person)
7b Pleasant Blvd.
Suite 966
Toronto, ON
M4T 1K2

AND TO: Justin Lee Levine (an insolvent person)
3038 Dundas Street West
Toronto, ON
M6P 1Z3

Attention: Justin Lee Levine

TAKE NOTICE THAT:

1. **EXTEND FINANCIAL LTD.** (the "Lender") being a secured creditor, intends to enforce its security on the property of the insolvent person described below:

   Land and Premises municipally known as;

PIN:	10518-0692
LEGAL DESCRIPTION:	LT 12 PL 787 WEST TORONTO JUNCTION; TORONTO , CITY OF TORONTO
ADDRESS:	3038 DUNDAS STREET WEST, TORONTO, ON, M6P 1Z3

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

   (a) A land mortgage registered in the Land Registry Office for the Land Titles Division of Toronto Region (No. 80) on the 24th day of January, 2025 made between Justin Lee Levine as Mortgagor and the Lender as Mortgagee and registered as instrument AT6743116.

   (b) Loan Commitment dated on or about January 13, 2025 made between Justin Levine as borrower, and the Lender as lender.

   (c) Demand Credit Facility Agreement dated on or about January 21, 2025 and made between Justin Lee Levine as borrower and the Lender as lender.

3. The total amount of indebtedness secured by the security is $2,342,521.59 plus interest and proper costs, charges and expenses as set out therein.

NOTE: This Notice is a required document under the *Bankruptcy and Insolvency Act* (the "Act"). The use of the word "insolvent" is prescribed by the Act but nothing herein shall be deemed to imply that any person to whom this Notice is delivered is, in fact, insolvent.

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 the City of Vaughan, this 16th day of April, 2026.

EXTEND FINANCIAL LTD.
by its solicitors,
Krikunez Law Professional Corporation
213-2180 Steeles Avenue West
Vaughan, ON, L4K 2Z5
Tel: (416) 665-9000
Fax: (416) 665-9002
File No.: LIT262185

Per:______________________________
Gabriel Krikunez

Extend Financ
formerly Ba

61 Wildcat Road
Toronto, Ontario, Canada M3J 2P5
www.BankRight.ca

04/14/2026

Justin Levine
4 Douglas Crescent
East York, ON M4W 2E7

Account: BR.0006143

LENDER PAYOUT STATEMENT

Dear Justin Levine

Please find the figures below to pay off the mortgage held by us on the property located at 3038-3042 Dundas St W, Toronto, ON, M6P 1Z3.

Payoff Date	**04/14/2026**
Closing Date	04/14/2026
Principal Balance	$2,100,000.00
Interest Charges	$54,280.49
Loan Charges (See itemization attached)	$184,635.38
Payoff Amount	**$2,338,915.87**
Per Diem	**$780.72**

The figures contained herein are subject to all payments under this mortgage being paid out in full when due. **Please note that this payout statement expires on 04/20/2026**, at which time you are instructed, through your lawyer's office, to contact our lawyer's office for additional instructions.

It is your responsibility to ensure that we are correctly named as a loss payee on your fire insurance policy until the discharge is registered.

Sincerely,

Your Mortgage Administration Team,
servicing@extendfinancial.com

ITEMIZATION OF UNPAID CHARGES		
Date	Description	Total Due
Feb 1, 2026	Renewal fee as per renewal commitment	$52,500.00
Feb 1, 2026	Renewal legal fees as per commitment	$931.73
Feb 1, 2026	Renewal broker fee as per renewal commitment	$31,500.00
Feb 28, 2026	Account Maintenance Fee	$749.00
Mar 1, 2026	NSF Payment Charge	$125.00
Mar 16, 2026	Preparing statement for discharge purposes	$350.00
Mar 27, 2026	BR.0010597 Approved Lender/broker fee payable	$26,400.00
Mar 27, 2026	Hanh Law Legal fees paid by EF	$5,369.65
Apr 7, 2026	Preparation of statement fee for discharge purposes	$350.00
Apr 8, 2026	per schedule A: est. cost (recovery) of default action	$1,750.00
Apr 8, 2026	per schedule A: three months' interest when not in good standing	$64,260.00
Apr 8, 2026	per schedule A: preparation of statement for default action	$350.00
	Total	$184,635.38

THIS IS **EXHIBIT "30"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

KRIKUNEZ LAW PROFESSIONAL CORPORATION

Gabriel Krikunez
T: 416 665 900
E: gabriel@gklaw.ca

April 16, 2026

BY REGISTERED MAIL
BY E-MAIL TO STARTDUSTPICTURES@GMAIL.COM

Justin Lee Holdings Ltd.
7b Pleasant Blvd., Suite 966
Toronto, ON
M4T 1K2

Junction Vesuvio Inc.
7b Pleasant Blvd., Suite 966
Toronto, ON
M4T 1K2

JL Chase Holdings Inc.
7b Pleasant Blvd., Suite 966
Toronto, ON
M4T 1K2

Justin Lee Levine
7b Pleasant Blvd., Suite 966
Toronto, ON
M4T 1K2

Attention: Justin Lee Levine

Dear Mr. Levine:

Re: Extend Financial Ltd. the "Lender") loans (the "Loans" and individually a "Loan") to Justin Lee Levine ("Justin"), Junction Vesuvio Inc. ("Junction"), JL Chase Holdings Inc. ("Chase") and Justin Lee Holdings Ltd. ("JLHL", and collectively with Justin, Junction and Chase being the "Borrowers") as secured by various charges on various real properties (the "Charges")
Loan Numbers: BR-OPP-0007527 (Dundas Street), BR-OPP-0007697 (Dundas Street), BR-OPP-0006143 (Dundas Street), BR-OPP-0007092 (Dundas Street) and BR-OPP-0007332 (College Street)
Our File No.: LIT262185

I am the lawyer for Extend Financial Ltd.. I write in furtherance to communication that you had exchanged with our client over the recent past in respect of your defaults on account of the above noted Loans and Charges.

Despite our clients attempts to collect arrears monies owed by you, to date, your arrears remain outstanding. To this end, your Loans are in default. With respect to the JLHL Loan, please note that it is now default pursuant to setion 9.1(p) of the CFA (as herein after defined) as there has been a Material Adverse Effect (as defined in the CFA) with respect to a guarantor of the Loan, Justin Lee Levine.

Pursuant to the terms of your various Loan commitments (the "**Commitments**") and related Credit Facility Agreements (the "**CFA**" and collectively with the Commitment being the "**Loan Documents**") the Lender agreed to loan to each of you certain sums and did, on various dates

between January and June, 2025 advance such loans to you (the "**Loans**"). The Loans were each secured by a real property charge and each Loan was guaranteed by Justine Lee Levine (the "**Guarantor**").

Pursuant to the terms of the Loan Documents, the borrower of each Loan was to make monthly payments of interest only. As you have been previously advised, in respect of all but the JLHL Loans, the borrowers have defaulted on their monthly payments. To this end, the borrowers have breached the terms of the Charges and Loan Documents (collectively the "Security") which default continues to date.

The Security entitles the Lender, upon default of the borrower, to accelerate the principal amount of the indebtedness and demand repayment of the full amount owing on the Loan. Given that you have failed to cure your default, the Lender is now accelerating the principal and all other amounts due under the Loan, having decided to simultaneously advise you of its intention to enforce its Security.

Accordingly, in reliance upon the guarantee of Justin Lee Levine and the Security the Lender hereby demands that the borrower make payment in the full amount of the indebtedness outstanding under the Loans and as reflected by the Lender Payout Statement enclosed herewith and more specifically as at April 16, 2026 the amount noted in the enclosed Notice of Intention to Enforce Security which sum consists of the Lender Payout Statement enclosed, per diem until the date of this letter and our legal fees and HST in the amount of $2,825. You may disregard the bolded and underlined comment in the Lender Payout Statement indicating the date until which the statement is valid. Please note that you are also required to pay per diem interest after the date of this letter and until the indebtedness is repaid to the Lender. This letter is also being sent as notice to each borrower and the Guarantor in respect of the Loan and serves as a demand on the Guarantor to make payment of the indebtedness as required under the guarantee.

If payment is not received by 1:00pm on Tuesday, April 28, 2026, the Lender will take whatever steps that are necessary to enforce its rights provided to it pursuant to the Loan, guarantee and Security. To this end, we enclose the aforementioned Notice of Intention to Enforce Security pursuant to Section 244 of the Bankruptcy and Insolvency Act.

If you have any questions please contact us at the above coordinates.

Yours very truly,

Krikunez Law Professional Corporation

Gabriel Krikunez

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: Justin Lee Levine (an insolvent person)
7b Pleasant Blvd.
Suite 966
Toronto, ON
M4T 1K2

AND TO: Justin Lee Levine (an insolvent person)
3038 Dundas Street West
Toronto, ON
M6P 1Z3

Attention: Justin Lee Levine

TAKE NOTICE THAT:

1. **EXTEND FINANCIAL LTD.** (the "Lender") being a secured creditor, intends to enforce its security on the property of the insolvent person described below:

   Land and Premises municipally known as;

   PIN: 10518-0692

   LEGAL DESCRIPTION: LT 12 PL 787 WEST TORONTO JUNCTION; TORONTO , CITY OF TORONTO

   ADDRESS: 3038 DUNDAS STREET WEST, TORONTO, ON, M6P 1Z3

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

   (a) A land mortgage registered in the Land Registry Office for the Land Titles Division of Toronto Region (No. 80) on the 27th day of June, 2025 made between Justin Lee Levine as Mortgagor and the Lender as Mortgagee and registered as instrument AT6849125.

   (b) Loan Commitment dated on or about June 20, 2025 made between Justin Lee Levine as borrower, and the Lender as lender.

   (c) Demand Credit Facility Agreement dated on or about June 26, 2025 and made between Justin Lee Levine as borrower and the Lender as lender.

3. The total amount of indebtedness secured by the security is $2,962,211.04 plus interest and proper costs, charges and expenses as set out therein.

NOTE: This Notice is a required document under the *Bankruptcy and Insolvency Act* (the "Act"). The use of the word "insolvent" is prescribed by the Act but nothing herein shall be deemed to imply that any person to whom this Notice is delivered is, in fact, insolvent.

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 the City of Vaughan, this 16th day of April, 2026.

EXTEND FINANCIAL LTD.
by its solicitors,
Krikunez Law Professional Corporation
213-2180 Steeles Avenue West
Vaughan, ON, L4K 2Z5
Tel: (416) 665-9000
Fax: (416) 665-9002
File No.: LIT262185

Per:______________________________
Gabriel Krikunez

61 Wildcat Road
Toronto, Ontario, Canada M3J 2P5
www.BankRight.ca

04/14/2026

Justin Lee Levine
4 Douglas Crescent
East York, ON M4W 2E7

Account: BR.0007697

LENDER PAYOUT STATEMENT

Dear Justin Lee Levine

Please find the figures below to pay off the mortgage held by us on the property located at 3038-3042 Dundas Street W, Toronto, ON, M6P 1Z3.

Payoff Date	**04/14/2026**
Closing Date	04/14/2026
Principal Balance	$2,800,000.00
Interest Charges	$69,293.53
Loan Charges (See itemization attached)	$89,105.00
Payoff Amount	**$2,958,398.53**
Per Diem	**$987.51**

The figures contained herein are subject to all payments under this mortgage being paid out in full when due. **Please note that this payout statement expires on 04/20/2026**, at which time you are instructed, through your lawyer's office, to contact our lawyer's office for additional instructions.

It is your responsibility to ensure that we are correctly named as a loss payee on your fire insurance policy until the discharge is registered.

Sincerely,

Your Mortgage Administration Team,
servicing@extendfinancial.com

ITEMIZATION OF UNPAID CHARGES		
Date	Description	Total Due
Mar 1, 2026	NSF Payment Charge	$125.00
Mar 16, 2026	Preparing statement for discharge purposes	$350.00
Mar 31, 2026	NSF Payment Charge	$250.00
Apr 1, 2026	NSF Payment Charge	$250.00
Apr 7, 2026	Preparation of statement fee for discharge purposes	$350.00
Apr 8, 2026	Per schedule A: Statement fee	$350.00
Apr 8, 2026	per schedule A: three months' interest when not in good standing	$85,680.00
Apr 8, 2026	Per schedule A: Default fee	$1,750.00
	Total	$89,105.00

THIS IS **EXHIBIT "31"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

KRIKUNEZ LAW PROFESSIONAL CORPORATION

Gabriel Krikunez
T: 416 665 900
E: gabriel@gklaw.ca

April 16, 2026

BY REGISTERED MAIL
BY E-MAIL TO STARTDUSTPICTURES@GMAIL.COM

Justin Lee Holdings Ltd.
7b Pleasant Blvd., Suite 966
Toronto, ON
M4T 1K2

Junction Vesuvio Inc.
7b Pleasant Blvd., Suite 966
Toronto, ON
M4T 1K2

JL Chase Holdings Inc.
7b Pleasant Blvd., Suite 966
Toronto, ON
M4T 1K2

Justin Lee Levine
7b Pleasant Blvd., Suite 966
Toronto, ON
M4T 1K2

Attention: Justin Lee Levine

Dear Mr. Levine:

Re: Extend Financial Ltd. the "Lender") loans (the "Loans" and individually a "Loan") to Justin Lee Levine ("Justin"), Junction Vesuvio Inc. ("Junction"), JL Chase Holdings Inc. ("Chase") and Justin Lee Holdings Ltd. ("JLHL", and collectively with Justin, Junction and Chase being the "Borrowers") as secured by various charges on various real properties (the "Charges")
Loan Numbers: BR-OPP-0007527 (Dundas Street), BR-OPP-0007697 (Dundas Street), BR-OPP-0006143 (Dundas Street), BR-OPP-0007092 (Dundas Street) and BR-OPP-0007332 (College Street)
Our File No.: LIT262185

I am the lawyer for Extend Financial Ltd.. I write in furtherance to communication that you had exchanged with our client over the recent past in respect of your defaults on account of the above noted Loans and Charges.

Despite our clients attempts to collect arrears monies owed by you, to date, your arrears remain outstanding. To this end, your Loans are in default. With respect to the JLHL Loan, please note that it is now default pursuant to setion 9.1(p) of the CFA (as herein after defined) as there has been a Material Adverse Effect (as defined in the CFA) with respect to a guarantor of the Loan, Justin Lee Levine.

Pursuant to the terms of your various Loan commitments (the "**Commitments**") and related Credit Facility Agreements (the "**CFA**" and collectively with the Commitment being the "**Loan Documents**") the Lender agreed to loan to each of you certain sums and did, on various dates

between January and June, 2025 advance such loans to you (the "**Loans**"). The Loans were each secured by a real property charge and each Loan was guaranteed by Justine Lee Levine (the "**Guarantor**").

Pursuant to the terms of the Loan Documents, the borrower of each Loan was to make monthly payments of interest only. As you have been previously advised, in respect of all but the JLHL Loans, the borrowers have defaulted on their monthly payments. To this end, the borrowers have breached the terms of the Charges and Loan Documents (collectively the "Security") which default continues to date.

The Security entitles the Lender, upon default of the borrower, to accelerate the principal amount of the indebtedness and demand repayment of the full amount owing on the Loan. Given that you have failed to cure your default, the Lender is now accelerating the principal and all other amounts due under the Loan, having decided to simultaneously advise you of its intention to enforce its Security.

Accordingly, in reliance upon the guarantee of Justin Lee Levine and the Security the Lender hereby demands that the borrower make payment in the full amount of the indebtedness outstanding under the Loans and as reflected by the Lender Payout Statement enclosed herewith and more specifically as at April 16, 2026 the amount noted in the enclosed Notice of Intention to Enforce Security which sum consists of the Lender Payout Statement enclosed, per diem until the date of this letter and our legal fees and HST in the amount of $2,825. You may disregard the bolded and underlined comment in the Lender Payout Statement indicating the date until which the statement is valid. Please note that you are also required to pay per diem interest after the date of this letter and until the indebtedness is repaid to the Lender. This letter is also being sent as notice to each borrower and the Guarantor in respect of the Loan and serves as a demand on the Guarantor to make payment of the indebtedness as required under the guarantee.

If payment is not received by 1:00pm on Tuesday, April 28, 2026, the Lender will take whatever steps that are necessary to enforce its rights provided to it pursuant to the Loan, guarantee and Security. To this end, we enclose the aforementioned Notice of Intention to Enforce Security pursuant to Section 244 of the Bankruptcy and Insolvency Act.

If you have any questions please contact us at the above coordinates.

Yours very truly,

Krikunez Law Professional Corporation

Gabriel Krikunez

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: Justin Lee Holdings Ltd. (an insolvent person)
7b Pleasant Blvd.
Suite 966
Toronto, ON
M4T 1K2

AND TO: Justin Lee Holdings Ltd. (an insolvent person)
3039 Dundas Street West
Toronto, ON
M6P 1Z5

AND TO: Justin Levine (an insolvent person)
7b Pleasant Blvd.,
Suite 966
Toronto, ON
M4T 1K2

Attention: Justin Lee Levine

TAKE NOTICE THAT:

1. **EXTEND FINANCIAL LTD.** (the "Lender") being a secured creditor, intends to enforce its security on the property of the insolvent person described below:

   Land and Premises municipally known as;

   PIN: 21361-0448

   LEGAL DESCRIPTION: PT LT 19 BLK 22 PL 553 WEST TORONTO JUNCTION AS IN CA424267; S/T & T/W CA424267; CITY OF TORONTO

   ADDRESS: 3039 DUNDAS STREET WEST, TORONTO, ON, M6P 1Z5

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

   (a) A land mortgage registered in the Land Registry Office for the Land Titles Division of Toronto Region (No. 80) on the 17th day of June, 2025 made between Justin Lee Holdings Ltd. as Mortgagor and the Lender as Mortgagee.

   (b) Loan Commitment dated on or about June 4, 2025 made between Justin Lee Holdings Ltd. as borrower and Justin Lee Levine as guarantor, and the Lender as lender.

NOTE: This Notice is a required document under the *Bankruptcy and Insolvency Act* (the "Act"). The use of the word "insolvent" is prescribed by the Act but nothing herein shall be deemed to imply that any person to whom this Notice is delivered is, in fact, insolvent.

(c) Demand Credit Facility Agreement dated on or about June 16, 2025 and made between Justin Lee Holdings Ltd. as borrower and the Lender as lender.

(d) Guarantee dated on or about June 16, 2025 given by Justin Lee Levine as guarantor and in favour of the Lender as lender.

3. The total amount of indebtedness secured by the security is $1,299,080.60 plus interest and proper costs, charges and expenses as set out therein.

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 the City of Vaughan, this 16th day of April, 2026.

EXTEND FINANCIAL LTD.
by its solicitors,
Krikunez Law Professional Corporation
213-2180 Steeles Avenue West
Vaughan, ON, L4K 2Z5
Tel: (416) 665-9000
Fax: (416) 665-9002
File No.: LIT262185

Per:____________________________
Gabriel Krikunez

Extend Financial
formerly BankRight

61 Wildcat Road
Toronto, Ontario, Canada M3J 2P5
www.BankRight.ca

04/15/2026

Justin Lee Holdings Ltd.
suite 2112-24 Wellesley Street West
Toronto, ON M4Y 1G1

Account: BR.0007527

LENDER PAYOUT STATEMENT

Dear Justin Lee Holdings Ltd.

Please find the figures below to pay off the mortgage held by us on the property located at 3039 Dundas Street W, Toronto, ON, M6P1Z5.

Payoff Date	**04/15/2026**
Closing Date	04/15/2026
Principal Balance	$1,250,000.00
Interest Charges	$6,263.24
Loan Charges (See itemization attached)	$39,568.75
Payoff Amount	**$1,295,831.99**
Per Diem	**$423.61**

The figures contained herein are subject to all payments under this mortgage being paid out in full when due. **Please note that this payout statement expires on 04/22/2026**, at which time you are instructed, through your lawyer's office, to contact our lawyer's office for additional instructions.

It is your responsibility to ensure that we are correctly named as a loss payee on your fire insurance policy until the discharge is registered.

Sincerely,

Extend Financial Servicing,
servicing@extendfinancial.com

ITEMIZATION OF UNPAID CHARGES		
Date	Description	Total Due
Apr 8, 2026	Default fee per schedule A	$1,750.00
Apr 8, 2026	3 month interest payable upon default	$37,468.75
Apr 8, 2026	Preparation of statement fee for default purposes	$350.00
		$39,568.75

THIS IS **EXHIBIT "32"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

KRIKUNEZ LAW PROFESSIONAL CORPORATION

Gabriel Krikunez
T: 416 665 900
E: gabriel@gklaw.ca

April 16, 2026

BY REGISTERED MAIL
BY E-MAIL TO STARTDUSTPICTURES@GMAIL.COM

Justin Lee Holdings Ltd.
7b Pleasant Blvd., Suite 966
Toronto, ON
M4T 1K2

Junction Vesuvio Inc.
7b Pleasant Blvd., Suite 966
Toronto, ON
M4T 1K2

JL Chase Holdings Inc.
7b Pleasant Blvd., Suite 966
Toronto, ON
M4T 1K2

Justin Lee Levine
7b Pleasant Blvd., Suite 966
Toronto, ON
M4T 1K2

Attention: Justin Lee Levine

Dear Mr. Levine:

Re: Extend Financial Ltd. the "Lender") loans (the "Loans" and individually a "Loan") to Justin Lee Levine ("Justin"), Junction Vesuvio Inc. ("Junction"), JL Chase Holdings Inc. ("Chase") and Justin Lee Holdings Ltd. ("JLHL", and collectively with Justin, Junction and Chase being the "Borrowers") as secured by various charges on various real properties (the "Charges")
Loan Numbers: BR-OPP-0007527 (Dundas Street), BR-OPP-0007697 (Dundas Street), BR-OPP-0006143 (Dundas Street), BR-OPP-0007092 (Dundas Street) and BR-OPP-0007332 (College Street)
Our File No.: LIT262185

I am the lawyer for Extend Financial Ltd.. I write in furtherance to communication that you had exchanged with our client over the recent past in respect of your defaults on account of the above noted Loans and Charges.

Despite our clients attempts to collect arrears monies owed by you, to date, your arrears remain outstanding. To this end, your Loans are in default. With respect to the JLHL Loan, please note that it is now default pursuant to setion 9.1(p) of the CFA (as herein after defined) as there has been a Material Adverse Effect (as defined in the CFA) with respect to a guarantor of the Loan, Justin Lee Levine.

Pursuant to the terms of your various Loan commitments (the "**Commitments**") and related Credit Facility Agreements (the "**CFA**" and collectively with the Commitment being the "**Loan Documents**") the Lender agreed to loan to each of you certain sums and did, on various dates

between January and June, 2025 advance such loans to you (the "**Loans**"). The Loans were each secured by a real property charge and each Loan was guaranteed by Justine Lee Levine (the "**Guarantor**").

Pursuant to the terms of the Loan Documents, the borrower of each Loan was to make monthly payments of interest only. As you have been previously advised, in respect of all but the JLHL Loans, the borrowers have defaulted on their monthly payments. To this end, the borrowers have breached the terms of the Charges and Loan Documents (collectively the "Security") which default continues to date.

The Security entitles the Lender, upon default of the borrower, to accelerate the principal amount of the indebtedness and demand repayment of the full amount owing on the Loan. Given that you have failed to cure your default, the Lender is now accelerating the principal and all other amounts due under the Loan, having decided to simultaneously advise you of its intention to enforce its Security.

Accordingly, in reliance upon the guarantee of Justin Lee Levine and the Security the Lender hereby demands that the borrower make payment in the full amount of the indebtedness outstanding under the Loans and as reflected by the Lender Payout Statement enclosed herewith and more specifically as at April 16, 2026 the amount noted in the enclosed Notice of Intention to Enforce Security which sum consists of the Lender Payout Statement enclosed, per diem until the date of this letter and our legal fees and HST in the amount of $2,825. You may disregard the bolded and underlined comment in the Lender Payout Statement indicating the date until which the statement is valid. Please note that you are also required to pay per diem interest after the date of this letter and until the indebtedness is repaid to the Lender. This letter is also being sent as notice to each borrower and the Guarantor in respect of the Loan and serves as a demand on the Guarantor to make payment of the indebtedness as required under the guarantee.

If payment is not received by 1:00pm on Tuesday, April 28, 2026, the Lender will take whatever steps that are necessary to enforce its rights provided to it pursuant to the Loan, guarantee and Security. To this end, we enclose the aforementioned Notice of Intention to Enforce Security pursuant to Section 244 of the Bankruptcy and Insolvency Act.

If you have any questions please contact us at the above coordinates.

Yours very truly,

Krikunez Law Professional Corporation

Gabriel Krikunez

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO:	Justin Lee Levine (an insolvent person) 7b Pleasant Blvd. Suite 966 Toronto, ON M4T 1K2
AND TO:	JL Chase Holdings Inc. (an insolvent person) 7b Pleasant Blvd., Suite 966 Toronto, ON M6P 1Z3
AND TO:	JL Chase Holdings Inc. (an insolvent person) 1116 College Street Toronto, ON M6H 1B6

Attention: Justin Lee Levine

TAKE NOTICE THAT:

1. **EXTEND FINANCIAL LTD.** (the "Lender") being a secured creditor, intends to enforce its security on the property of the insolvent person described below:

   Land and Premises municipally known as;

PIN:	21309-0311
LEGAL DESCRIPTION:	PT LT 11-12 PL 1265 CITY WEST AS IN WG136593; CITY OF TORONTO
ADDRESS:	1116 College Street, Toronto, ON, M6H 1B6

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

   (a) A land mortgage registered in the Land Registry Office for the Land Titles Division of Toronto Region (No. 80) on the 30th day of May, 2025 made amongst JL Chase Holdings Inc. as mortgagor, Justin Lee Levine as guarantor and the Lender as Mortgagee.

   (b) Loan Commitment dated on or about May 13, 2025 made amongst JL Chase Holdings Inc. as borrower, Justin Lee Levine as guarantor and the Lender as lender.

NOTE: This Notice is a required document under the *Bankruptcy and Insolvency Act* (the "Act"). The use of the word "insolvent" is prescribed by the Act but nothing herein shall be deemed to imply that any person to whom this Notice is delivered is, in fact, insolvent.

(c) Demand Credit Facility Agreement dated on or about May 27, 2025 and made amongst JL Chase Holdings Inc. as mortgagor, Justin Lee Levine as guarantor and the Lender as lender.

(d) Guarantee dated on or about May 27, 2025 given by Justin Lee Levine as guarantor and in favour of the Lender as lender.

3. The total amount of indebtedness secured by the security is $2,199,781.92 plus interest and proper costs, charges and expenses as set out therein.

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 the City of Vaughan, this 16th day of April, 2026.

EXTEND FINANCIAL LTD.
by its solicitors,
Krikunez Law Professional Corporation
213-2180 Steeles Avenue West
Vaughan, ON, L4K 2Z5
Tel: (416) 665-9000
Fax: (416) 665-9002
File No.: LIT262185

Per:____________________________
Gabriel Krikunez

Extend Financial
formerly BankRight

61 Wildcat Road
Toronto, Ontario, Canada M3J 2P5
www.BankRight.ca

04/15/2026

JL Chase Holdings Inc
4 Douglas Crescent
East York, ON M4W 2E7

Account: BR.0007332

LENDER PAYOUT STATEMENT

Dear JL Chase Holdings Inc

As per your payout request, please find the figures below to pay off the mortgage held by us on the property located at 1116 College Street, Toronto, ON, M6H1B6.

Payoff Date	**04/15/2026**
Closing Date	04/15/2026
Principal Balance	$2,100,000.00
Interest Charges	$43,509.97
Loan Charges (See itemization attached)	$55,672.50
Payoff Amount	**$2,199,182.47**
Per Diem	**$599.45**

The figures contained herein are subject to all payments under this mortgage being paid out in full when due. **Please note that this payout statement expires on 04/22/2026**, at which time you are instructed, through your lawyer's office, to contact our lawyer's office for additional instructions.

It is your responsibility to ensure that we are correctly named as a loss payee on your fire insurance policy until the discharge is registered.

Sincerely,

Extend Financial Servicing,
servicing@extendfinancial.com

ITEMIZATION OF UNPAID CHARGES		
Date	Description	Total Due
Mar 1, 2026	per schedule A: preparation of statement for default action	$350.00
Mar 1, 2026	NSF Payment Charge	$125.00
Mar 1, 2026	per schedule A: three months' interest when not in good standing	$52,447.50
Mar 1, 2026	March 1 payment deferred to March 30	$750.00
Mar 1, 2026	per schedule A: est. cost (recovery) of default action	$1,750.00
Mar 30, 2026	NSF Payment Charge	$250.00
		$55,672.50

THIS IS **EXHIBIT "33"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

KRIKUNEZ LAW PROFESSIONAL CORPORATION

Gabriel Krikunez
T: 416 665 900
E: gabriel@gklaw.ca

April 16, 2026

BY REGISTERED MAIL
BY E-MAIL TO STARTDUSTPICTURES@GMAIL.COM

Justin Lee Holdings Ltd.
7b Pleasant Blvd., Suite 966
Toronto, ON
M4T 1K2

Junction Vesuvio Inc.
7b Pleasant Blvd., Suite 966
Toronto, ON
M4T 1K2

JL Chase Holdings Inc.
7b Pleasant Blvd., Suite 966
Toronto, ON
M4T 1K2

Justin Lee Levine
7b Pleasant Blvd., Suite 966
Toronto, ON
M4T 1K2

Attention: Justin Lee Levine

Dear Mr. Levine:

Re: Extend Financial Ltd. the "Lender") loans (the "Loans" and individually a "Loan") to Justin Lee Levine ("Justin"), Junction Vesuvio Inc. ("Junction"), JL Chase Holdings Inc. ("Chase") and Justin Lee Holdings Ltd. ("JLHL", and collectively with Justin, Junction and Chase being the "Borrowers") as secured by various charges on various real properties (the "Charges")
Loan Numbers: BR-OPP-0007527 (Dundas Street), BR-OPP-0007697 (Dundas Street), BR-OPP-0006143 (Dundas Street), BR-OPP-0007092 (Dundas Street) and BR-OPP-0007332 (College Street)
Our File No.: LIT262185

I am the lawyer for Extend Financial Ltd.. I write in furtherance to communication that you had exchanged with our client over the recent past in respect of your defaults on account of the above noted Loans and Charges.

Despite our clients attempts to collect arrears monies owed by you, to date, your arrears remain outstanding. To this end, your Loans are in default. With respect to the JLHL Loan, please note that it is now default pursuant to setion 9.1(p) of the CFA (as herein after defined) as there has been a Material Adverse Effect (as defined in the CFA) with respect to a guarantor of the Loan, Justin Lee Levine.

Pursuant to the terms of your various Loan commitments (the "**Commitments**") and related Credit Facility Agreements (the "**CFA**" and collectively with the Commitment being the "**Loan Documents**") the Lender agreed to loan to each of you certain sums and did, on various dates

between January and June, 2025 advance such loans to you (the "**Loans**"). The Loans were each secured by a real property charge and each Loan was guaranteed by Justine Lee Levine (the "**Guarantor**").

Pursuant to the terms of the Loan Documents, the borrower of each Loan was to make monthly payments of interest only. As you have been previously advised, in respect of all but the JLHL Loans, the borrowers have defaulted on their monthly payments. To this end, the borrowers have breached the terms of the Charges and Loan Documents (collectively the "Security") which default continues to date.

The Security entitles the Lender, upon default of the borrower, to accelerate the principal amount of the indebtedness and demand repayment of the full amount owing on the Loan. Given that you have failed to cure your default, the Lender is now accelerating the principal and all other amounts due under the Loan, having decided to simultaneously advise you of its intention to enforce its Security.

Accordingly, in reliance upon the guarantee of Justin Lee Levine and the Security the Lender hereby demands that the borrower make payment in the full amount of the indebtedness outstanding under the Loans and as reflected by the Lender Payout Statement enclosed herewith and more specifically as at April 16, 2026 the amount noted in the enclosed Notice of Intention to Enforce Security which sum consists of the Lender Payout Statement enclosed, per diem until the date of this letter and our legal fees and HST in the amount of $2,825. You may disregard the bolded and underlined comment in the Lender Payout Statement indicating the date until which the statement is valid. Please note that you are also required to pay per diem interest after the date of this letter and until the indebtedness is repaid to the Lender. This letter is also being sent as notice to each borrower and the Guarantor in respect of the Loan and serves as a demand on the Guarantor to make payment of the indebtedness as required under the guarantee.

If payment is not received by 1:00pm on Tuesday, April 28, 2026, the Lender will take whatever steps that are necessary to enforce its rights provided to it pursuant to the Loan, guarantee and Security. To this end, we enclose the aforementioned Notice of Intention to Enforce Security pursuant to Section 244 of the Bankruptcy and Insolvency Act.

If you have any questions please contact us at the above coordinates.

Yours very truly,

Krikunez Law Professional Corporation

Gabriel Krikunez

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: Justin Lee Levine (an insolvent person)
7b Pleasant Blvd.
Suite 966
Toronto, ON
M4T 1K2

AND TO: Junction Vesuvio Inc. (an insolvent person)
7b Pleasant Blvd.,
Suite 966
Toronto, ON
M6P 1Z3

Attention: Justin Lee Levine

TAKE NOTICE THAT:

1. **EXTEND FINANCIAL LTD.** (the "Lender") being a secured creditor, intends to enforce its security on the property of the insolvent person described below:

   Land and Premises municipally known as;

PIN:	10518-0701
LEGAL DESCRIPTION:	PT LT 63 PL 603 WEST TORONTO JUNCTION AS IN CT549933; TORONTO , CITY OF TORONTO
ADDRESS:	3014 DUNDAS STREET WEST, TORONTO, ON, M6P 1Z3
PIN:	10518-0702
LEGAL DESCRIPTION:	PT LT 63 PL 603 WEST TORONTO JUNCTION AS IN WT91276; TORONTO , CITY OF TORONTO
ADDRESS:	3010 DUNDAS STREET WEST, TORONTO, ON, M6P 1Z3
PIN:	10518-0700
LEGAL DESCRIPTION:	PT LT 62 PL 603 WEST TORONTO JUNCTION AS IN CA325083; TORONTO , CITY OF TORONTO
ADDRESS:	3016 DUNDAS STREET WEST, TORONTO, ON, M6P 1Z3

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

NOTE: This Notice is a required document under the *Bankruptcy and Insolvency Act* (the "Act"). The use of the word "insolvent" is prescribed by the Act but nothing herein shall be deemed to imply that any person to whom this Notice is delivered is, in fact, insolvent.

(a) A land mortgage registered in the Land Registry Office for the Land Titles Division of Toronto Region (No. 80) on the 16th day of May, 2025 made amongst Junction Vesuvio Inc. as mortgagor, Justin Lee Levine as guarantor and the Lender as Mortgagee.

(b) Loan Commitment dated on or about May 7, 2025 made amongst Junction Vesuvio Inc. as borrower, Justin Lee Levine as guarantor and the Lender as lender.

(c) Demand Credit Facility Agreement dated on or about May 14, 2025 and made amongst Junction Vesuvio Inc. as mortgagor, Justin Lee Levine as guarantor and the Lender as lender.

(d) Guarantee dated on or about May 14, 2025 given by Justin Lee Levine as guarantor and in favour of the Lender as lender.

3. The total amount of indebtedness secured by the security is $7,355,630.09 plus interest and proper costs, charges and expenses as set out therein.

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 the City of Vaughan, this 16th day of April, 2026.

EXTEND FINANCIAL LTD.
by its solicitors,
Krikunez Law Professional Corporation
213-2180 Steeles Avenue West
Vaughan, ON, L4K 2Z5
Tel: (416) 665-9000
Fax: (416) 665-9002
File No.: LIT262185

Per:____________________________
Gabriel Krikunez

Extend Financial
formerly BankRight

61 Wildcat Road
Toronto, Ontario, Canada M3J 2P5
www.BankRight.ca

04/15/2026

Junction Vesuvio Inc.
996 Pleasant Boulevard
Toronto, ON M4T 1K2

Account: BR.0007092

LENDER PAYOUT STATEMENT

Dear Junction Vesuvio Inc.

Please find the figures below to pay off the mortgage held by us on the property located at 3010, 3014, 3016 Dundas Street W, Toronto, ON, M6P1Z3.

Payoff Date	**04/15/2026**
Closing Date	04/15/2026
Principal Balance	$6,995,000.00
Interest Charges	$160,064.18
Loan Charges (See itemization attached)	$195,537.63
Payoff Amount	**$7,350,601.81**
Per Diem	**$2,203.28**

The figures contained herein are subject to all payments under this mortgage being paid out in full when due. **Please note that this payout statement expires on 04/22/2026**, at which time you are instructed, through your lawyer's office, to contact our lawyer's office for additional instructions.

It is your responsibility to ensure that we are correctly named as a loss payee on your fire insurance policy until the discharge is registered.

Sincerely,

Extend Financial Servicing,
servicing@extendfinancial.com

ITEMIZATION OF UNPAID CHARGES		
Date	Description	Total Due
Mar 1, 2026	per schedule A: est. cost (recovery) of default action	$1,750.00
Mar 1, 2026	per schedule A: three months' interest when not in good standing	$192,187.63
Mar 1, 2026	March 1 payment Deferred to March 30	$750.00
Mar 1, 2026	NSF Payment Charge	$250.00
Mar 1, 2026	per schedule A: preparation of statement for default action	$350.00
Mar 30, 2026	NSF Payment Charge	$250.00
		$195,537.63

THIS IS **EXHIBIT "34"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

Ontario

Clear Certificate / Certificat libre

Sheriff of / Shérif de : **CITY OF TORONTO (TORONTO)**

Certificate # / N° de certificat : **53665716-8721353B**

Date of Certificate / Date du certificat : **2026-MAY-26 / 2026-MAI-26**

Sheriff's Statement

This certifies that there are no active writs of execution, orders and certificates of lien filed within the electronic database maintained by this office in accordance with Section 10 of the *Execution Act*, at the time of searching against the real and personal property of:

Déclaration du shérif

Ce certificat atteste qu'il n'y a aucune ordonnance active ou aucun bref d'exécution forcée ou certificat de privilège actif dans la base de données électronique maintenue par ce bureau aux termes de l'article 10 de la *Loi sur l'exécution forcée* au moment de la recherche visant les biens meubles et immeubles de :

Name Searched / Nom recherché

Person or Company / Personne ou société	Name or Surname, Given Name(s) / Nom ou nom de famille, prénom(s)
Person / Personne	LEVINE, JUSTIN LEE
Company / Société	JUSTIN LEE HOLDINGS LTD.
Company / Société	JUNCTION VESUVIO INC.
Company / Société	JL CHASE HOLDINGS INC.

Caution to party requesting search:

- It is the responsibility of the requesting party to ensure that the name searched is correct.
- By virtue of this certificate, the sheriff is assuring that this name will remain clear until the end of close of this business date, unless the sheriff is directed otherwise under an order of the court.

Avertissement à la partie qui demande la recherche :

- Il incombe à la partie qui demande la recherche de s'assurer que le nom recherché est exact.
- En vertu du présent certificat, le shérif assure que ce nom demeure libre jusqu' à la fin de cette journée de travail, à moins de recevoir des directives contraires aux termes d'une ordonnance du tribunal.

Charge For This Certificate / Frais pour ce certificat : CAD 52.40

Searcher Reference / Référence concernant l'auteur(e) de la demande : 2600276

THIS IS **EXHIBIT "35"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

Enquiry Result

File Currency: **25MAY 2026**

All Pages

Show All Pages

Note: All pages have been returned.

Type of Search	Individual Non-Specific							
Search Conducted On	JUSTIN;LEVINE							
File Currency	25MAY 2026							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	789596415	1	10	1	14	28DEC 2039		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
789596415		001	1		20221228 1415 5064 4435	P PPSA	12

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
	05MAR1969	JUSTIN	L	LEVINE	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**
	3074 DUNDAS ST		TORONTO	ON	M6P 1Z7

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

Secured Party	**Secured Party / Lien Claimant**			
	UKRAINIAN CREDIT UNION LIMITED			
	Address	**City**	**Province**	**Postal Code**
	2397 BLOOR ST W	TORONTO	ON	M6S 1P6

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
					X		1500000		

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

General Collateral Description	**General Collateral Description**
	COLLATERAL DESCRIBED IN A GENERAL ASSIGNMENT OF RENTS AGREEMENT DATED
	DECEMBER 29, 2022 FROM THE DEBTOR IN FAVOUR OF THE SECURED PARTY.

Registering Agent	Registering Agent			
	ESC CORPORATE SERVICES LTD.			
	Address	**City**	**Province**	**Postal Code**
	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4

CONTINUED

Type of Search	Individual Non-Specific					
Search Conducted On	JUSTIN;LEVINE					
File Currency	25MAY 2026					
	File Number	**Family**	**of Families**	**Page**	**of Pages**	
	789596415	1	10	2	14	

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	**Page of**	**Total Pages**	**Motor Vehicle Schedule Attached**	**Registration Number**	**Registered Under**
		01	001		20231214 1702 1462 9275	

Record Referenced	**File Number**	**Page Amended**	**No Specific Page Amended**	**Change Required**	**Renewal Years**	**Correct Period**
	789596415			B RENEWAL	5	

Reference Debtor/ Transferor	**First Given Name**	**Initial**	**Surname**
	JUSTIN	L	LEVINE
	Business Debtor Name		

Other Change	**Other Change**

Reason / Description	**Reason / Description**

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

Assignor Name	**Assignor Name**

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

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

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

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent or Secured Party/ Lien Claimant**
	UKRAINIAN CREDIT UNION LIMITED

	Address	City	Province	Postal Code
	300-145 EVANS AVENUE	TORONTO	ON	M8Z5X8

END OF FAMILY

Type of Search	Individual Non-Specific								
Search Conducted On	JUSTIN;LEVINE								
File Currency	25MAY 2026								
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**		
	789655374	2	10	3	14	30DEC 2028			

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
789655374		001	1		20221230 1241 5064 5837	P PPSA	01

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
	05MAR1969	JUSTIN	L	LEVINE
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province**	**Postal Code**
	3074 DUNDAS ST		TORONTO	ON	M6P 1Z7

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

Secured Party	**Secured Party / Lien Claimant**			
	UKRAINIAN CREDIT UNION LIMITED			
	Address	**City**	**Province**	**Postal Code**
	2397 BLOOR ST W	TORONTO	ON	M6S 1P6

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
	X	X	X	X	X		1500000		

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

General Collateral Description	**General Collateral Description**
	COLLATERAL DESCRIBED IN A GENERAL SECURITY AGREEMENT DATED DECEMBER
	29, 2022 FROM THE DEBTOR IN FAVOUR OF THE SECURED PARTY

Registering Agent	**Registering Agent**			
	ESC CORPORATE SERVICES LTD.			
	Address	**City**	**Province**	**Postal Code**
	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4

CONTINUED

Type of Search	Individual Non-Specific				
Search Conducted On	JUSTIN;LEVINE				
File Currency	25MAY 2026				
	File Number	**Family**	**of Families**	**Page**	**of Pages**
	789655374	2	10	4	14

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	**Page of**	**Total Pages**	**Motor Vehicle Schedule Attached**	**Registration Number**	**Registered Under**
		01	001		20231214 1702 1462 9276	

Record Referenced	**File Number**	**Page Amended**	**No Specific Page Amended**	**Change Required**	**Renewal Years**	**Correct Period**
	789655374			B RENEWAL	5	

Reference Debtor/ Transferor	**First Given Name**	**Initial**	**Surname**
	JUSTIN	L	LEVINE
	Business Debtor Name		

Other Change	**Other Change**

Reason / Description	**Reason / Description**

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

Assignor Name	**Assignor Name**

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

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

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

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent or Secured Party/ Lien Claimant**
	UKRAINIAN CREDIT UNION LIMITED

	Address	City	Province	Postal Code
	300-145 EVANS AVENUE	TORONTO	ON	M8Z5X8

END OF FAMILY

Type of Search	Individual Non-Specific				
Search Conducted On	JUSTIN;LEVINE				
File Currency	25MAY 2026				
	File Number	**Family**	**of Families**	**Page**	**of Pages**
	798164253	3	10	5	14

DISPLAY DUMMY REGISTRATION

	File Number	**Expiry Date**	**Status**
	798164253	22OCT 2026	
	THE NEXT REGISTRATION IS A FINANCING CHANGE STATEMENT/CHANGE		
	STATEMENT OR A MOTOR VEHICLE SCHEDULE WHICH REFERS TO A		
	REGISTRATION THAT IS NOT RECORDED IN THE SYSTEM. IF IT IS A		
	FINANCING CHANGE STATEMENT/CHANGE STATEMENT, THIS MAY HAVE		
	OCCURRED AS A RESULT OF AN ERROR OR BECAUSE THE REGISTRATION		
	REFERRED TO HAS EXPIRED OR BEEN DISCHARGED. IF IT IS A MOTOR		
	VEHICLE SCHEDULE, THIS MAY HAVE OCCURRED BECAUSE OF AN ERROR.		

CONTINUED

Type of Search	Individual Non-Specific				
Search Conducted On	JUSTIN;LEVINE				
File Currency	25MAY 2026				
	File Number	**Family**	**of Families**	**Page**	**of Pages**
	798164253	3	10	6	14

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	**Page of**	**Total Pages**	**Motor Vehicle Schedule Attached**	**Registration Number**	**Registered Under**
		01	001		20251022 1004 1462 1346	

Record Referenced	**File Number**	**Page Amended**	**No Specific Page Amended**	**Change Required**	**Renewal Years**	**Correct Period**
	798164253			B RENEWAL	1	

Reference Debtor/ Transferor	**First Given Name**	**Initial**	**Surname**
	JUSTIN	L	LEVINE
	Business Debtor Name		

Other Change	**Other Change**

Reason / Description	**Reason / Description**

Debtor/ Transferee	**Date of Birth**	**First Given Name**	**Initial**	**Surname**

	Business Debtor Name	**Ontario Corporation Number**

	Address	**City**	**Province**	**Postal Code**

Assignor Name	**Assignor Name**

Secured Party	**Secured party, lien claimant, assignee**

	Address	**City**	**Province**	**Postal Code**

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

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

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent or Secured Party/ Lien Claimant**
	ADDISON LEASING OF CANADA LTD.

	Address	City	Province	Postal Code
	2233 ARGENTIA RD, SUITE 303, EAST TOWER	MISSISSAUGA	ON	L5N2X7

END OF FAMILY

Type of Search	Individual Non-Specific							
Search Conducted On	JUSTIN;LEVINE							
File Currency	25MAY 2026							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	515611665	4	10	7	14	25APR 2030		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
515611665	X	001	1		20250425 1424 1590 7946	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	JUSTIN LEE HOLDINGS LTD.			1359069	
	Address		City	Province	Postal Code
	SUITE 966-7B PLEASANT BLVD		TORONTO	ON	M4T 1K2

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
	05MAR1969	JUSTIN		LEVINE	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	Address		City	Province	Postal Code
	SUITE 966-7B PLEASANT BLVD		TORONTO	ON	M4T 1K2

Secured Party	Secured Party / Lien Claimant			
	MALMAC ENTERPRISES INC.			
	Address	City	Province	Postal Code
	430 WICKSTEAD AVENUE	NORTH BAY	ON	P1A 3H1

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
					X		411750	25APR2030	

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

General Collateral Description	General Collateral Description
	THIS IS A GENERAL ASSIGNMENT OF RENTS REGISTERED AGAINST THE PROPERTY
	MUNICIPALLY KNOWN AS 2243 DUNDAS ST W, TORONTO, ONTARIO M6R 1X6.

Registering Agent	Registering Agent			
	VARCOE LAW			
	Address	City	Province	Postal Code
	6435 HWY 89 EAST	ALLISTON	ON	L9R 1V2

END OF FAMILY

Type of Search	Individual Non-Specific							
Search Conducted On	JUSTIN;LEVINE							
File Currency	25MAY 2026							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	510433911	5	10	8	14	25OCT 2026		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
510433911		001	1		20241025 1614 1901 8696	P PPSA	02

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
	05MAR1969	JUSTIN	L	LEVINE	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**
	7B PLEASANT BOULEVARD, STE. 966		TORONTO	ON	M4T 1K2

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

Secured Party	**Secured Party / Lien Claimant**			
	BENSON CUSTODIAN CORPORATION			
	Address	**City**	**Province**	**Postal Code**
	10376 YONGE STREET, SUITE 209	RICHMOND HILL	ON	L4C 3B8

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
	X	X	X	X	X		2150000		X

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

General Collateral Description	**General Collateral Description**
	GENERAL SECURITY AGREEMENT GENERAL ASSIGNMENT OF RENTS RE 3074
	DUNDAS ST. W., TORONTO AND 473 QUEBEC AVENUE, TORONTO

Registering Agent	**Registering Agent**			
	ESC CORPORATE SERVICES LTD.			
	Address	**City**	**Province**	**Postal Code**
	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4

END OF FAMILY

Type of Search	Individual Non-Specific						
Search Conducted On	JUSTIN;LEVINE						
File Currency	25MAY 2026						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	521496252	6	10	9	14	29OCT 2026	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
521496252		001	1		20251029 1620 1590 2869	P PPSA	1

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
	05MAR1969	JUSTIN	L	LEVINE	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**
	966-7B PLEASANT BLVD.		TORONTO	ON	M4T 1K2

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

Secured Party	**Secured Party / Lien Claimant**			
	LORASONS HOLDINGS INC.			
	Address	**City**	**Province**	**Postal Code**
	55 PLANT FARM BLVD.	BRANTFORD	ON	N3S 7W2

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

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

General Collateral Description	**General Collateral Description**
	SITE SPECIFIC GENERAL SECURITY AGREEMENT- 3074 DUNDAS ST. W. AND 473
	QUEBEC AVE., TORONTO

Registering Agent	**Registering Agent**			
	WATEROUS HOLDEN AMEY HITCHON LLP			
	Address	**City**	**Province**	**Postal Code**
	20 WELLINGTON STREET, P.O. BOX 1510	BRANTFORD	ON	N3T 5V6

END OF FAMILY

Type of Search	Individual Non-Specific							
Search Conducted On	JUSTIN;LEVINE							
File Currency	25MAY 2026							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	521496297	7	10	10	14	29OCT 2026		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
521496297		001	1		20251029 1621 1590 2871	P PPSA	1

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
	05MAR1969	JUSTIN	L	LEVINE	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**
	966-7B PLEASANT BLVD.		TORONTO	ON	M4T 1K2
Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**

Secured Party	**Secured Party / Lien Claimant**			
	LORASONS HOLDINGS INC.			
	Address	**City**	**Province**	**Postal Code**
	55 PLANT FARM BLVD.	BRANTFORD	ON	N3S 7W2

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

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

General Collateral Description	**General Collateral Description**
	ASSIGNMENT OF RENTS- 3074 DUNDAS ST. W. AND 473 QUEBEC AVE., TORONTO

Registering Agent	**Registering Agent**			
	WATEROUS HOLDEN AMEY HITCHON LLP			
	Address	**City**	**Province**	**Postal Code**
	20 WELLINGTON STREET, P.O. BOX 1510	BRANTFORD	ON	N3T 5V6

END OF FAMILY

Type of Search	Individual Non-Specific							
Search Conducted On	JUSTIN;LEVINE							
File Currency	25MAY 2026							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	793447389	8	10	11	14	18MAY 2028		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
793447389		001	1		20230518 1519 1901 9179	P PPSA	05

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
	05MAR1969	JUSTIN	L	LEVINE	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**
	7B PLEASANT BLVD, SUITE 966		TORONTO	ON	M4T 1K2

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

Secured Party	**Secured Party / Lien Claimant**			
	UKRAINIAN CREDIT UNION LIMITED			
	Address	**City**	**Province**	**Postal Code**
	145 EVANS AVENUE, SUITE 300,	TORONTO	ON	M8Z 5X8

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
		X	X	X	X			12MAY2024	

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

General Collateral Description	**General Collateral Description**
	GENERAL SECURITY AGREEMENT AND ASSIGNMENT OF RENTS WITH RESPECT TO
	THEPROPERTY AT 1386 QUEEN ST W, TORONTO, ONTARIO M6K 1L7

Registering Agent	**Registering Agent**			
	KORMAN & COMPANY PROFESSIONAL CORPORATION			
	Address	**City**	**Province**	**Postal Code**
	721 QUEEN STREET EAST	TORONTO	ON	M4M 1H1

END OF FAMILY

Type of Search	Individual Non-Specific							
Search Conducted On	JUSTIN;LEVINE							
File Currency	25MAY 2026							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	793447425	9	10	12	14	18MAY 2028		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
793447425		001	2		20230518 1520 1902 1631	P PPSA	05

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
	05MAR1969	JUSTIN	L	LEVINE	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**
	966-7B PLEASANT BOULEVARD		TORONTO	ON	M4T 1K2

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
	05MAR1969	JUSTIN	L	LEVINE	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**
	966-7B PLEASANT BOULEVARD		TORONTO	ON	M4T 1K2

Secured Party	**Secured Party / Lien Claimant**			
	UKRAINIAN CREDIT UNION LIMITED			
	Address	**City**	**Province**	**Postal Code**
	145 EVANS AVENUE, SUITE 300,	TORONTO	ON	M8Z 5X8

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

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

General Collateral Description	**General Collateral Description**
	GENERAL SECURITY AGREEMENT AND ASSIGNMENT OF RENTS WITH RESPECT TO
	THE PROPERTY AT 3074 DUNDAS ST. W., TORONTO, ON M6P 1Z7 & 473 QUEBEC
	AVE, TORONTO, ON M6P 1Z7

Registering Agent	**Registering Agent**			
	KORMAN & COMPANY PROFESSIONAL CORPORATION			
	Address	**City**	**Province**	**Postal Code**
	721 QUEEN STREET EAST	TORONTO	ON	M4M 1H1

CONTINUED

Type of Search	Individual Non-Specific							
Search Conducted On	JUSTIN;LEVINE							
File Currency	25MAY 2026							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	793447425	9	10	13	14	18MAY 2028		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
793447425		002	2		20230518 1520 1902 1631		

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
	05MAR1969	JUSTIN	L	LEVINE	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**
	966-7B PLEASANT BOULEVARD		TORONTO	ON	M4T 1K2

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

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

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

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

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent**			
	Address	**City**	**Province**	**Postal Code**

END OF FAMILY

Type of Search	Individual Non-Specific							
Search Conducted On	JUSTIN;LEVINE							
File Currency	25MAY 2026							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	776295396	10	10	14	14	13SEP 2027		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
776295396		001	1		20210913 0818 1532 7910	P PPSA	6

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
	09MAY1992	JUSTIN	T	LEVINE	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**
	84 BAYHAMPTON CRESCENT		THORNHILL	ON	L4J7E2
Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
	09MAY1992	JUSTIN		LEVINE	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**
	84 BAYHAMPTON CRESCENT		THORNHILL	ON	L4J7E2

Secured Party	**Secured Party / Lien Claimant**			
	THE BANK OF NOVA SCOTIA			
	Address	**City**	**Province**	**Postal Code**
	10 WRIGHT BOULEVARD	STRATFORD	ON	N5A7X9

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
			X		X	X	51099		

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**
	2021	TESLA	MODEL 3	5YJ3E1EC6MF049217

General Collateral Description	**General Collateral Description**
	OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE
	AND THE PROCEEDS OF THOSE VEHICLES

Registering Agent	**Registering Agent**			
	D + H LIMITED PARTNERSHIP			
	Address	**City**	**Province**	**Postal Code**
	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8

LAST PAGE

Note: All pages have been returned.

BACK TO TOP

All Pages

Show All Pages

Enquiry Result

File Currency: **25MAY 2026**

All Pages

Show All Pages

Note: All pages have been returned.

Type of Search	Business Debtor						
Search Conducted On	JUSTIN LEE HOLDINGS LTD.						
File Currency	25MAY 2026						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	502370577	1	8	1	20	31JAN 2030	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
502370577		001	1		20240131 1654 1902 5090	P PPSA	01

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	JUSTIN LEE HOLDINGS			
	Address	**City**	**Province**	**Postal Code**
	3039 DUNDAS STREET WEST	TORONTO	ON	M6P 1Z5

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

Secured Party	**Secured Party / Lien Claimant**			
	UKRAINIAN CREDIT UNION LIMITED			
	Address	**City**	**Province**	**Postal Code**
	145 EVANS AVENUE, SUITE 300,	TORONTO	ON	M8Z 5X8

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
		X	X	X	X		5070000		

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

General Collateral Description	**General Collateral Description**
	GENERAL SECURITY AGREEMENT AND GENERAL ASSIGNMENT OF RENTS WITH
	RESPECT TO THE PROPERTY AT 3039 DUNDAS ST. W., TORONTO, ON.

Registering Agent	Registering Agent			
	KORMAN & COMPANY PROFESSIONAL CORPORATION			
	Address	**City**	**Province**	**Postal Code**
	721 QUEEN STREET EAST	TORONTO	ON	M4M 1H1

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	JUSTIN LEE HOLDINGS LTD.				
File Currency	25MAY 2026				
	File Number	**Family**	**of Families**	**Page**	**of Pages**
	502370577	1	8	2	20

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	**Page of**	**Total Pages**	**Motor Vehicle Schedule Attached**	**Registration Number**	**Registered Under**
		01	001		20241209 1401 1462 6563	

Record Referenced	**File Number**	**Page Amended**	**No Specific Page Amended**	**Change Required**	**Renewal Years**	**Correct Period**
	502370577			B RENEWAL	5	

Reference Debtor/ Transferor	**First Given Name**	**Initial**	**Surname**
	Business Debtor Name		
	JUSTIN LEE HOLDINGS LTD.		

Other Change	**Other Change**
Reason / Description	**Reason / Description**

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

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

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

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

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent or Secured Party/ Lien Claimant**
	UKRAINIAN CREDIT UNION LIMITED

	Address	City	Province	Postal Code
	300-145 EVANS AVENUE	TORONTO	ON	M8Z5X8

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	JUSTIN LEE HOLDINGS LTD.								
File Currency	25MAY 2026								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	515611665	2	8	3	20	25APR 2030			

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
515611665	X	001	1		20250425 1424 1590 7946	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	JUSTIN LEE HOLDINGS LTD.			1359069	
	Address		City	Province	Postal Code
	SUITE 966-7B PLEASANT BLVD		TORONTO	ON	M4T 1K2

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
	05MAR1969	JUSTIN		LEVINE	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	Address		City	Province	Postal Code
	SUITE 966-7B PLEASANT BLVD		TORONTO	ON	M4T 1K2

Secured Party	Secured Party / Lien Claimant			
	MALMAC ENTERPRISES INC.			
	Address	City	Province	Postal Code
	430 WICKSTEAD AVENUE	NORTH BAY	ON	P1A 3H1

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
					X		411750	25APR2030	

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

General Collateral Description	General Collateral Description
	THIS IS A GENERAL ASSIGNMENT OF RENTS REGISTERED AGAINST THE PROPERTY
	MUNICIPALLY KNOWN AS 2243 DUNDAS ST W, TORONTO, ONTARIO M6R 1X6.

Registering Agent	Registering Agent			
	VARCOE LAW			
	Address	City	Province	Postal Code
	6435 HWY 89 EAST	ALLISTON	ON	L9R 1V2

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	JUSTIN LEE HOLDINGS LTD.						
File Currency	25MAY 2026						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	741621483	3	8	4	20	16JUL 2028	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
741621483		001	1		20180716 1105 6083 4219	P PPSA	5

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	JUSTIN LEE HOLDINGS LTD.			1359069	
	Address		**City**	**Province**	**Postal Code**
	966-7B PLEASANT BLVD.		TORONTO	ON	M4T 1K2

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

Secured Party	**Secured Party / Lien Claimant**			
	THE TORONTO-DOMINION BANK			
	Address	**City**	**Province**	**Postal Code**
	2 ST. CLAIR AVENUE EAST	TORONTO	ON	M4T 2T5

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
	X	X	X	X	X		500000	27JUN2023	

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

General Collateral Description	General Collateral Description
	COLLATERAL DESCRIBED IN A GENERAL SECURITY AGREEMENT EXECUTED BY THE
	DEBTOR IN FAVOUR OF THE SECURED PARTY OVER 124 KINGSBRIDGE CIRCLE,
	VAUGHAN ON L4J 8P2 ON JUNE 22, 2018

Registering Agent	**Registering Agent**			
	KORMAN & COMPANY PROFESSIONAL CORPORATION			
	Address	**City**	**Province**	**Postal Code**
	721	TORONTO	ON	M4M 1H1

CONTINUED

Type of Search	Business Debtor					
Search Conducted On	JUSTIN LEE HOLDINGS LTD.					
File Currency	25MAY 2026					
	File Number	**Family**	**of Families**	**Page**	**of Pages**	
	741621483	3	8	5	20	

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		001	1		20180724 1228 6083 4444	

	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
Record Referenced	741621483		X	A AMNDMNT		5

	First Given Name	Initial	Surname
Reference Debtor/ Transferor			
	Business Debtor Name		
	JUSTIN LEE HOLDINGS LTD.		

Other Change	**Other Change**
Reason / Description	**Reason / Description**
	TO DELETE THE PRINCIPAL AMOUNT SECURED AND TO DELETE THE DATE OF
	MATURITY AND INSERT "NO FIXED DATE OF MATURITY".

	Date of Birth	First Given Name	Initial	Surname	
Debtor/ Transferee					
	Business Debtor Name				**Ontario Corporation Number**
	JUSTIN LEE HOLDINGS LTD.				
	Address		**City**	**Province**	**Postal Code**
	966-7B PLEASANT BLVD.		TORONTO	ON	M4T 1K2

Assignor Name	**Assignor Name**			
Secured Party	**Secured party, lien claimant, assignee**			
	THE TORONTO-DOMINION BANK			
	Address	**City**	**Province**	**Postal Code**
	2 ST. CLAIR AVENUE EAST	TORONTO	ON	M4T 2T5

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

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

General Collateral Description	**General Collateral Description**
	COLLATERAL DESCRIBED IN A GENERAL SECURITY AGREEMENT EXECUTED BY THE
	DEBTOR IN FAVOUR OF THE SECURED PARTY OVER 124 KINGSBRIDGE CIRCLE,
	VAUGHAN ON L4J 8P2 ON JUNE 22, 2018
Registering Agent	**Registering Agent or Secured Party/ Lien Claimant**
	KORMAN & COMPANY PROFESSIONAL CORPORATION

	Address	City	Province	Postal Code
	721 QUEEN STREET EAST	TORONTO	ON	M4M 1H1

CONTINUED

Type of Search	Business Debtor					
Search Conducted On	JUSTIN LEE HOLDINGS LTD.					
File Currency	25MAY 2026					
	File Number	**Family**	**of Families**	**Page**	**of Pages**	
	741621483	3	8	6	20	

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20230519 1753 1531 3686	

Record Referenced	**File Number**	**Page Amended**	**No Specific Page Amended**	**Change Required**	**Renewal Years**	**Correct Period**
	741621483		X	B RENEWAL	5	

Reference Debtor/ Transferor	**First Given Name**	**Initial**	**Surname**
	Business Debtor Name		
	JUSTIN LEE HOLDINGS LTD.		

Other Change	**Other Change**

Reason / Description	**Reason / Description**

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

Assignor Name	**Assignor Name**

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

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

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

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent or Secured Party/ Lien Claimant**
	CANADIAN SECURITIES REGISTRATION SYSTEMS

	Address	City	Province	Postal Code
	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	JUSTIN LEE HOLDINGS LTD.								
File Currency	25MAY 2026								
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**		**Status**	
	772695828	4	8	7	20	20MAY 2031			

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
772695828		001	1		20210520 1618 6083 1048	P PPSA	2

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	JUSTIN LEE HOLDINGS LTD.			001359069	
	Address		**City**	**Province**	**Postal Code**
	7B PLEASANT BLVD., SUITE 966		TORONTO	ON	M4T 1K2

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

Secured Party	**Secured Party / Lien Claimant**			
	UKRAINIAN CREDIT UNION LIMITED			
	Address	**City**	**Province**	**Postal Code**
	145 EVANS AVENUE, SUITE 300	TORONTO	ON	M8Z 5X8

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
	X	X	X	X	X		2250000		X

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

General Collateral Description	**General Collateral Description**
	COLLATERED DESCRIBED IN A GENERAL SECURITY AGREEMENT SIGNED BY THE
	DEBTOR IN FAVOUR OF THE SECURED PARTY ON OR ABOUT MAY 19, 2021.

Registering Agent	**Registering Agent**			
	MICHAEL EDWARD BYRNES CLARK			
	Address	**City**	**Province**	**Postal Code**
	721 QUEEN STREET E	TORONTO	ON	M4M 1H1

CONTINUED

Type of Search	Business Debtor					
Search Conducted On	JUSTIN LEE HOLDINGS LTD.					
File Currency	25MAY 2026					
	File Number	**Family**	**of Families**	**Page**	**of Pages**	
	772695828	4	8	8	20	

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20220511 1703 1462 3250	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	772695828			A AMNDMNT		

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	JUSTIN LEE HOLDINGS LTD.		

Other Change	Other Change

Reason / Description	Reason / Description
	CORRECTION OF A COLLATERAL DESCRIPTION

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

Assignor Name	Assignor Name

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

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

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

General Collateral Description	General Collateral Description
	GENERAL SECURITY AGREEMENT AND GENERAL ASSIGNMENT OF RENTS AND
	LEASES WITH RESPECT TO THE PROPERTY AT 995 BLOOR ST. WEST TORONTO
	ON M6H 1M1

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	UKRAINIAN CREDIT UNION LIMITED

	Address	City	Province	Postal Code
	300-145 EVANS AVENUE	TORONTO	ON	M8Z5X8

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	JUSTIN LEE HOLDINGS LTD.						
File Currency	25MAY 2026						
	File Number	**Family**	**of Families**	**Page**	**of Pages**		
	772695828	4	8	9	20		

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	**Page of**	**Total Pages**	**Motor Vehicle Schedule Attached**	**Registration Number**	**Registered Under**
		01	001		20230508 1002 1462 2424	

Record Referenced	**File Number**	**Page Amended**	**No Specific Page Amended**	**Change Required**	**Renewal Years**	**Correct Period**
	772695828			B RENEWAL	3	

Reference Debtor/ Transferor	**First Given Name**	**Initial**	**Surname**
	Business Debtor Name		
	JUSTIN LEE HOLDINGS LTD		

Other Change	**Other Change**

Reason / Description	**Reason / Description**

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

Assignor Name	**Assignor Name**

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

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

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

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent or Secured Party/ Lien Claimant**
	UKRAINIAN CREDIT UNION LIMITED

	Address	City	Province	Postal Code
	300-145 EVANS AVENUE	TORONTO	ON	M8Z5X8

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	JUSTIN LEE HOLDINGS LTD.				
File Currency	25MAY 2026				
	File Number	**Family**	**of Families**	**Page**	**of Pages**
	772695828	4	8	10	20

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20260501 1705 1462 6848	

	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
Record Referenced	772695828			B RENEWAL	5	

	First Given Name	Initial	Surname
Reference Debtor/ Transferor			

	Business Debtor Name
	JUSTIN LEE HOLDINGS LTD.

	Other Change
Other Change	

	Reason / Description
Reason / Description	

	Date of Birth	First Given Name	Initial	Surname
Debtor/ Transferee				

	Business Debtor Name	Ontario Corporation Number

	Address	City	Province	Postal Code

	Assignor Name
Assignor Name	

	Secured party, lien claimant, assignee
Secured Party	

	Address	City	Province	Postal Code

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

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

	General Collateral Description
General Collateral Description	

	Registering Agent or Secured Party/ Lien Claimant
Registering Agent	UKRAINIAN CREDIT UNION LIMITED

	Address	City	Province	Postal Code
	300-145 EVANS AVENUE	TORONTO	ON	M8Z5X8

END OF FAMILY

Type of Search	Business Debtor							
Search Conducted On	JUSTIN LEE HOLDINGS LTD.							
File Currency	25MAY 2026							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	772727319	5	8	11	20	21MAY 2031		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
772727319		001	1		20210521 1223 6083 1063	P PPSA	2

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name		Ontario Corporation Number	
	JUSTIN LEE HOLDINGS LTD.		001359069	
	Address	City	Province	Postal Code
	7B PLEASANT BLVD., SUITE 966	TORONTO	ON	M4T 1K2

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

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

Secured Party	Secured Party / Lien Claimant			
	UKRAINIAN CREDIT UNION LIMITED			
	Address	City	Province	Postal Code
	145 EVANS AVENUE, SUITE 300	TORONTO	ON	M8Z 5X8

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
	X	X	X	X	X		2250000		X

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

General Collateral Description	General Collateral Description
	COLLATERAL DESCRIBED IN A GENERAL ASSIGNMENT OF RENTS GIVEN BY THE
	DEBTOR TO THE SECURED PARTY ON OR ABOUT MAY 21, 2021 FOR THE
	PROPERTY LOCATED AT 995 BLOOR STREET WEST, TORONTO, ON M6H 1M1.

Registering Agent	Registering Agent			
	KORMAN AND COMPANY PROFESSIONA			
	Address	City	Province	Postal Code
	721 QUEEN STREET E	TORONTO	ON	M4M 1H1

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	JUSTIN LEE HOLDINGS LTD.				
File Currency	25MAY 2026				
	File Number	**Family**	**of Families**	**Page**	**of Pages**
	772727319	5	8	12	20

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20230508 1002 1462 2425	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	772727319			B RENEWAL	3	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	JUSTIN LEE HOLDINGS LTD		

Other Change	Other Change

Reason / Description	Reason / Description

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

Assignor Name	Assignor Name

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

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

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

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	UKRAINIAN CREDIT UNION LIMITED

	Address	City	Province	Postal Code
	300-145 EVANS AVENUE	TORONTO	ON	M8Z5X8

CONTINUED

Type of Search	Business Debtor					
Search Conducted On	JUSTIN LEE HOLDINGS LTD.					
File Currency	25MAY 2026					
	File Number	**Family**	**of Families**	**Page**	**of Pages**	
	772727319	5	8	13	20	

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20260501 1705 1462 6849	

	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
Record Referenced	772727319			B RENEWAL	5	

Reference Debtor/ Transferor	**First Given Name**	**Initial**	**Surname**
	Business Debtor Name		
	JUSTIN LEE HOLDINGS LTD.		

Other Change	**Other Change**
Reason / Description	**Reason / Description**

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

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

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

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

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent or Secured Party/ Lien Claimant**
	UKRAINIAN CREDIT UNION LIMITED

	Address	City	Province	Postal Code
	300-145 EVANS AVENUE	TORONTO	ON	M8Z5X8

END OF FAMILY

Type of Search	Business Debtor							
Search Conducted On	JUSTIN LEE HOLDINGS LTD.							
File Currency	25MAY 2026							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	779033061	6	8	14	20	14DEC 2027		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
779033061		001	1		20211214 1634 1902 2515	P PPSA	01

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	JUSTIN LEE HOLDINGS LTD.				
	Address		**City**	**Province**	**Postal Code**
	7B PLEASANT BLVD, SUITE 966		TORONTO	ON	M4T 1K2
Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**
Secured Party	**Secured Party / Lien Claimant**				
	UKRAINIAN CREDIT UNION LIMITED				
	Address		**City**	**Province**	**Postal Code**
	2397 BLOOR ST W		TORONTO	ON	M6S 1P6

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
					X		3850000		

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

General Collateral Description	**General Collateral Description**			
	COLLATERAL DESCRIBED IN A GENERAL ASSIGNMENT OF RENTS AGREEMENT DATED			
	DECEMBER 14, 2021 FROM THE DEBTOR IN FAVOUR OF THE SECURED PARTY.			
Registering Agent	**Registering Agent**			
	ESC CORPORATE SERVICES LTD.			
	Address	**City**	**Province**	**Postal Code**
	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4

CONTINUED

Type of Search	Business Debtor					
Search Conducted On	JUSTIN LEE HOLDINGS LTD.					
File Currency	25MAY 2026					
	File Number	**Family**	**of Families**	**Page**	**of Pages**	
	779033061	6	8	15	20	

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20220511 1703 1462 3251	

Record Referenced	**File Number**	**Page Amended**	**No Specific Page Amended**	**Change Required**	**Renewal Years**	**Correct Period**
	779033061			A AMNDMNT		

Reference Debtor/ Transferor	**First Given Name**	**Initial**	**Surname**
	Business Debtor Name		
	JUSTIN LEE HOLDINGS LTD.		

Other Change	**Other Change**

Reason / Description	**Reason / Description**
	CORRECTION OF THE COLLATERAL DESCRIPTION

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

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

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

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

General Collateral Description	**General Collateral Description**
	GENERAL ASSIGNMENT OF RENTS AND LEASES WITH RESPECT TO THE PROPERTY
	AT 3039 DUNDAS ST. W., TORONTO ON M6P 1Z5

Registering Agent	**Registering Agent or Secured Party/ Lien Claimant**
	UKRAINIAN CREDIT UNION LIMITED

	Address	City	Province	Postal Code
	300-145 EVANS AVENUE	TORONTO	ON	M8Z5X8

CONTINUED

Type of Search	Business Debtor					
Search Conducted On	JUSTIN LEE HOLDINGS LTD.					
File Currency	25MAY 2026					
	File Number	**Family**	**of Families**	**Page**	**of Pages**	
	779033061	6	8	16	20	

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20221212 1703 1462 1201	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	779033061			B RENEWAL	5	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	JUSTIN LEE HOLDINGS LTD.		

Other Change	Other Change

Reason / Description	Reason / Description

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

Assignor Name	Assignor Name

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

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

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

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	UKRAINIAN CREDIT UNION LIMITED

	Address	City	Province	Postal Code
	300-145 EVANS AVENUE	TORONTO	ON	M8Z5X8

END OF FAMILY

Type of Search	Business Debtor							
Search Conducted On	JUSTIN LEE HOLDINGS LTD.							
File Currency	25MAY 2026							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	779033502	7	8	17	20	14DEC 2027		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
779033502		001	1		20211214 1656 1902 2526	P PPSA	01

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	JUSTIN LEE HOLDINGS LTD.				
	Address		**City**	**Province**	**Postal Code**
	3039 DUNDAS ST W, TORONTO, ONTARIO		TORONTO	ON	M6P 1Z5

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

Secured Party	**Secured Party / Lien Claimant**			
	UKRAINIAN CREDIT UNION LIMITED			
	Address	**City**	**Province**	**Postal Code**
	2397 BLOOR ST W	TORONTO	ON	M6S 1P6

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
				X	X		3850000		X

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

General Collateral Description	**General Collateral Description**
	COLLATERAL DESCRIBED IN A GENERAL SECURITY AGREEMENT DATED DECEMBER
	14, 2021 FROM THE DEBTOR IN FAVOUR OF THE SECURED PARTY.

Registering Agent	**Registering Agent**			
	ESC CORPORATE SERVICES LTD.			
	Address	**City**	**Province**	**Postal Code**
	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	JUSTIN LEE HOLDINGS LTD.				
File Currency	25MAY 2026				
	File Number	**Family**	**of Families**	**Page**	**of Pages**
	779033502	7	8	18	20

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20220511 1703 1462 3252	

Record Referenced	**File Number**	**Page Amended**	**No Specific Page Amended**	**Change Required**	**Renewal Years**	**Correct Period**
	779033502			A AMNDMNT		

Reference Debtor/ Transferor	**First Given Name**	**Initial**	**Surname**
	Business Debtor Name		
	JUSTIN LEE HOLDINGS LTD.		

Other Change	**Other Change**

Reason / Description	**Reason / Description**
	CORRECTION OF COLLATERAL DESCRIPTION

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

Assignor Name	**Assignor Name**

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

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

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

General Collateral Description	**General Collateral Description**
	GENERAL SECURITY AGREEMENT WITH RESPECT TO THE PROPERTY AT 3039
	ST. WEST TORONTO ON M6P 1Z5

Registering Agent	**Registering Agent or Secured Party/ Lien Claimant**
	UKRAINIAN CREDIT UNION LIMITED

	Address	City	Province	Postal Code
	300-145 EVANS AVENUE	TORONTO	ON	M8Z5X8

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	JUSTIN LEE HOLDINGS LTD.				
File Currency	25MAY 2026				
	File Number	**Family**	**of Families**	**Page**	**of Pages**
	779033502	7	8	19	20

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20221212 1703 1462 1200	

Record Referenced	**File Number**	**Page Amended**	**No Specific Page Amended**	**Change Required**	**Renewal Years**	**Correct Period**
	779033502			B RENEWAL	5	

Reference Debtor/ Transferor	**First Given Name**	**Initial**	**Surname**
	Business Debtor Name		
	JUSTIN LEE HOLDINGS LTD		

Other Change	**Other Change**

Reason / Description	**Reason / Description**

Debtor/ Transferee	**Date of Birth**	**First Given Name**	**Initial**	**Surname**

	Business Debtor Name	**Ontario Corporation Number**

	Address	**City**	**Province**	**Postal Code**

Assignor Name	**Assignor Name**

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

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

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

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent or Secured Party/ Lien Claimant**
	UKRAINIAN CREDIT UNION LIMITED

	Address	City	Province	Postal Code
	300-145 EVANS AVENUE	TORONTO	ON	M8Z5X8

END OF FAMILY

Type of Search	Business Debtor							
Search Conducted On	JUSTIN LEE HOLDINGS LTD.							
File Currency	25MAY 2026							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	782899326	8	8	20	20	11MAY 2027		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
782899326		01	001		20220511 1703 1462 3195	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name		Ontario Corporation Number	
	JUSTIN LEE HOLDINGS LTD.			
	Address	City	Province	Postal Code
	7B PLEASANT BLVD., SUITE 966	TORONTO	ON	M4T1K2
Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name		Ontario Corporation Number	
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	UKRAINIAN CREDIT UNION LIMITED			
	Address	City	Province	Postal Code
	300-145 EVANS AVENUE	TORONTO	ON	M8Z5X8

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

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

General Collateral Description	General Collateral Description
	GENERAL SECURITY AGREEMENT AND GENERAL ASSIGNMENT OF RENTS AND
	LEASES WITH RESPECT TO THE PROPERTY AT 2243 DUNDAS STREET WEST.,
	TORONTO ON M6R 1X6

Registering Agent	Registering Agent			
	UKRAINIAN CREDIT UNION LIMITED			
	Address	City	Province	Postal Code
	300-145 EVANS AVENUE	TORONTO	ON	M8Z5X8

LAST PAGE

Note: All pages have been returned.

BACK TO TOP

All Pages

Show All Pages

Business Debtor Enquiry

File Currency: **25MAY 2026**

Search Criteria: JUNCTION VESUVIO INC.
No Match.
No registered financing statement or registered claim for lien was found for this enquiry.

New Enquiry

Web Page ID: **WNoMatch001** System Date: **26MAY2026** Last Modified: March 22, 2026

Enquiry Result

File Currency: **25MAY 2026**

Note: All pages have been returned.

Type of Search	Business Debtor						
Search Conducted On	JL CHASE HOLDINGS INC.						
File Currency	25MAY 2026						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	757438848	1	1	1	2	08NOV 2029	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
757438848		001	1		20191108 1416 6083 6499	P PPSA	5

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	JL CHASE HOLDINGS INC.			002601901	
	Address		**City**	**Province**	**Postal Code**
	7B PLEASANT BLVD., SUITE 966		TORONTO	ON	M4T 1K2
Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**
Secured Party	**Secured Party / Lien Claimant**				
	THE TORONTO-DOMINION BANK				
	Address		**City**	**Province**	**Postal Code**
	1966 YONGE STREET		TORONTO	ON	M4S 1Z4

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

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

General Collateral Description	**General Collateral Description**
	COLLATERAL DESCRIBED IN A GENERAL ASSIGNMENT OF RENTS GIVEN BY THE
	DEBTOR IN FAVOR OF THE SECURED PARTY ON NOVEMBER 5, 2019.

Registering Agent	Registering Agent			
	KORMAN AND COMPANY PROFESSIONAL CORPORATION			
	Address	**City**	**Province**	**Postal Code**
	721	TORONTO	ON	L9E 0A8

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	JL CHASE HOLDINGS INC.				
File Currency	25MAY 2026				
	File Number	**Family**	**of Families**	**Page**	**of Pages**
	757438848	1	1	2	2

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		001	1		20240918 1513 1532 9468	

Record Referenced	**File Number**	**Page Amended**	**No Specific Page Amended**	**Change Required**	**Renewal Years**	**Correct Period**
	757438848			B RENEWAL	5	

Reference Debtor/ Transferor	**First Given Name**	**Initial**	**Surname**
	Business Debtor Name		
	JL CHASE HOLDINGS INC.		

Other Change	**Other Change**

Reason / Description	**Reason / Description**

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

Assignor Name	**Assignor Name**

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

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

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

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent or Secured Party/ Lien Claimant**
	D + H LIMITED PARTNERSHIP

	Address	City	Province	Postal Code
	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8

THIS IS **EXHIBIT "36"** REFERRED TO IN
THE AFFIDAVIT OF **RAFAEL ALTER**

SWORN BEFORE ME THIS 28TH
DAY OF MAY, 2026.

Commissioner for Taking Affidavits etc./Notary Public

Gabriel Krikunez

Court File No.: CL-26-00000223-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

EXTEND FINANCIAL LTD.

Applicant

-and-

JUSTIN LEE LEVINE, JUSTIN LEE HOLDINGS LTD., JUNCTION VESUVIO INC., and JL CHASE HOLDINGS INC.

Respondents

IN THE MATTER OF AN APPLICATION
Under Section 243(1) of the Bankruptcy and Insolvency Act (R.S.C., 1985, c. B-3), and Section 101 of the *Courts Of Justice Act*, R.S.O. 1990, C. C.43

CONSENT

THE UNDERSIGNED, **ALBERT GELMAN INC.**, hereby consents to the appointment as Receiver over:

1. the property municipally known as 3038-3042 Dundas Street West, Toronto, Ontario, bearing PIN 10518-0692;
2. the property municipally known as 3039 Dundas Street West, Toronto, Ontario, bearing PIN 21361-0448;
3. the property municipally known as 1116 College Street, Toronto, Ontario, bearing PIN

21309-0311;

4. the property municipally known as 3010 Dundas Street West, Toronto, Ontario, bearing PIN 10518-0702;

5. the property municipally known as 3014 Dundas Street West, Toronto, Ontario, bearing PIN 10518-0701; and

6. the property municipally known as 3016 Dundas Street West, Toronto, Ontario, bearing PIN 10518-0700,

under the terms of an Order which will be sought from this Honourable Court in this matter.

Dated at Toronto, Ontario this 27th day of May, 2026.

ALBERT GELMAN INC.

Per: Bryan Gelman

Name: Bryan Gelman, CIRP, LIT

Title: President

EXTEND FINANCIAL LTD. - and- **JUSTINE LEE LEVINE et. al.**

Applicant *Respondents*

Court File No.: CL-26-00000223-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF AN APPLICATION Under Section 243(1) of the Bankruptcy and Insolvency Act (R.S.C., 1985, c. B-3), and Section 101 of the *Courts Of Justice Act*, R.S.O. 1990, C. C.43

PROCEEDING COMMENCED AT TORONTO

CONSENT OF ALBERT GELMAN INC.

ROBINS APPLEBY LLP
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Lawyers for the Applicant

EXTEND FINANCIAL LTD. - and- **JUSTINE LEE LEVINE et. al.**

Applicant *Respondents*

Court File No.: CL-26-00000223-0000

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IN THE MATTER OF AN APPLICATION Under Section 243(1) of the Bankruptcy and Insolvency Act (R.S.C., 1985, c. B-3), and Section 101 of the *Courts Of Justice Act*, R.S.O. 1990, C. C.43

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF RAFAEL ALTER

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Lawyers for the Applicant

EXTEND FINANCIAL LTD. - and - **JUSTIN LEE LEVIN ET AL.**

Applicant *Respondents* Court File No.: CL-26-00000223-0000

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PROCEEDING COMMENCED AT **TORONTO**

APPLICATION RECORD

ROBINS APPLEBY LLP
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