

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

BETWEEN:

KINGSETT MORTGAGE CORPORATION

Applicant

- and -

**MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD. and 2552741
ONTARIO INC.**

Respondents

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

**APPLICATION RECORD
(Volume I of II)**

March 14, 2024

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TO: THE SERVICE LIST

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TAB 1



Court File No.: _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
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NOTICE OF APPLICATION

TO THE RESPONDENTS:

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

THIS APPLICATION will come on for a hearing:

- In person
- By telephone conference
- By video conference

At a Zoom link to be provided by the Ontario Superior Court of Justice (Commercial List) on a date and time to be scheduled.

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*, R.R.O. 1990, Reg. 194, 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: March 13, 2024

Issued by:

Local Registrar

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

TO: THE ATTACHED SERVICE LIST

APPLICATION

1. THE APPLICANT MAKES THIS APPLICATION FOR:

- (a) an order (the “**Receivership Order**”), substantially in the form included at Tab 2 of the Applicant’s Application Record, *inter alia*:
 - (i) if necessary, abridging the time for service and filing of this Notice of Application and Application Record or, in the alternative, dispensing with same;
 - (ii) appointing KSV Restructuring Inc. (“**KSV**”) as receiver and manager (in such capacity, the “**Receiver**”) without security, of the real property legally described in Schedule “A” to the proposed Receivership Order (collectively, the “**Real Property**”) and all present and future assets, undertakings and personal property, with the exception of the Deposit Monies (as defined below), of the Debtors (as defined below) located at, related to, used in connection with or arising from or out of the Real Property or which is necessary to the use and operation of the Real Property, including all of the proceeds therefrom (collectively with the Real Property, the “**Property**”);
 - (iii) granting a first-ranking super-priority charge (the “**Receiver’s Charge**”) over the Property in favour of the Receiver and the Receiver’s counsel to secure their fees and disbursements in respect of these proceedings (these “**Receivership Proceedings**”); and

- (iv) granting a second-ranking super-priority charge (the “**Receiver’s Borrowings Charge**”) over the Property for the purpose of funding the exercise of the powers and duties conferred upon the Receiver pursuant to the proposed Receivership Order; and
- (b) such further and other relief as this Honourable Court may deem just.

2. THE GROUNDS FOR THIS APPLICATION ARE:

The Parties

- (a) KingSett Mortgage Corporation (“**KingSett**” or the “**Applicant**”) is a private equity real estate investment firm incorporated pursuant to the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended;
- (b) Mapleview Developments Ltd. (“**Mapleview**”), Pace Mapleview Ltd. (“**Pace**”) and 2552741 Ontario Inc. (“**255 Ontario**”, and together with Mapleview and Pace, the “**Debtors**”), are each incorporated under the under the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended;
- (c) certain of the Debtors head offices are located in Toronto, Ontario. The Applicant is headquartered in Toronto, Ontario;

The Property and Projects

- (d) Mapleview is the registered owner of the Real Property which it holds for the mutual benefit of Pace and 255 Ontario;
- (e) the Real Property, located at 700-780 Mapleview Drive East, Barrie, Ontario (the “**Lands**”), is a residential real estate development being conducted through

multiple phases (together, the “**Projects**” and each a “**Project**”) on 50 developable acres of land;

(f) the Real Property, and the Projects that are being developed thereon, are comprised of the following:

(i) Phase I: this phase of the development is comprised of 193 total units – 91 of which are freehold town homes and 12 of which are stacked town homes (collectively, the “**Phase I Units**”). The Phase I Units are close to completion with 12 units still under construction. Transactions for 181 out of the 193 total Phase I Units have closed;

(ii) Phase II: this phase of the development is comprised of 118 total units, all of which are freehold town homes (collectively, the “**Phase II Units**”). The Phase II Units are close to completion with 35 units still under construction. Transactions for 83 out of the 118 total Phase II Units have closed;

(iii) Phase III: servicing of this phase is materially complete, however, construction has not yet begun. A total of 209 units, of which 31 are to be condo town homes, 79 are to be freehold town homes and 96 are to be back-to-back town homes, are proposed to be developed;

(iv) Phase IV: servicing of this phase has been significantly advanced, however, construction has yet to begin. A total of 321 stacked town homes are proposed to be developed;

- (v) Phase V: neither servicing nor construction of this phase has yet to begin. This phase is zoned for 210 senior homes, however, it was Mapleview's intention to have the property re-zoned for 135 stacked town homes; and
- (vi) Phase VI: neither servicing nor construction of this phase has yet to begin. A total of 81 stacked town homes are proposed to be developed. For clarity, the proposed receivership is not in respect of Phase VI;

The Loan Facilities and Security

- (g) in connection with the development of the Real Property and the construction of the Projects, KingSett entered into an amended and restated commitment letter dated September 23, 2022 with, among others, Mapleview (as may be further amended and restated from time to time, the "**Commitment Letter**"), pursuant to which, KingSett agreed to extend the following loan facilities with to Mapleview (collectively, the "**Loan Facilities**"):
 - (i) a 1st Mortgage, Non-Revolver, Demand, Land Development Loan with a maximum principal amount of \$43,719,480;
 - (ii) a 1st Mortgage, Non-Revolver, Demand, Construction Loan with a maximum principal amount of \$15,261,465;
 - (iii) a 1st Mortgage, Non-Revolver, Demand, Land Development Loan with a maximum principal amount of \$15,000,000;
 - (iv) a 1st Mortgage, cash in lieu of Letter(s) of Credit with a maximum principal amount of \$5,286,418;

- (v) a 1st Mortgage, Non-Revolver, Demand, Land Development Loan with a maximum principal amount of \$18,062,627;
 - (vi) a 1st Mortgage, Non-Revolver, Demand, Land Development Loan with a maximum principal amount of \$5,776,707; and
 - (vii) a 1st Mortgage, cash in lieu of Letter(s) of Credit with a maximum principal amount of \$2,655,415;
- (h) together the Loan Facilities have a maximum aggregate principal amount of \$105,762,112;
- (i) pursuant to the Commitment Letter, the Maturity Date (as defined in the Commitment Letter) was extended on a number of occasions by KingSett. The Loan Facilities matured on February 1, 2024;
- (j) as of February 1, 2024, the aggregate indebtedness owing under the Loan Facilities was \$47,099,842.63, with interest, fees and costs continuing to accrue ;
- (k) the payment and performance of all of the obligations under the Loan Facilities has been unconditionally, absolutely, and irrevocably guaranteed by Dino Sciavilla and Yvonne Sciavilla (together, the “**Guarantors**”) pursuant to a to a Guarantee dated November 30, 2022 (the “**Guarantee**”);
- (l) as general and continuing security for the Loan Facilities, the Applicant was granted various security by the Debtors (the “**Security**” and together with the Comittment Letter and Guarantee, the “**Loan and Security Documents**”);
- (m) the Loan and Security Documents include, *inter alia*:

- (i) a first ranking mortgage/charge over the Real Property in the amount of \$132,230,000 (the “**Mortgage**”);
 - (ii) a General Security Agreement executed by the Debtor dated November 30, 2022 (the “**GSA**”);
 - (iii) a General Assignment of Leases and Rents dated November 30, 2022;
 - (iv) a General Assignment of Material Contracts dated November 30, 2022;
 - (v) a Specific Assignment of Construction Management Agreement with an acknowledgement of Pace Group Investments Inc. dated November 30, 2022;
 - (vi) a General Assignment of Agreements of Purchase and Sale and Deposits dated November 30, 2022;
 - (vii) an Assignment of Insurance dated November 30, 2022; and
 - (viii) a Direction, Acknowledgement and Security Agreement dated November 30, 2022;
- (n) the Applicant’s interest in and to all of the Debtors’ present and after acquired personal property pertaining to the Lands, and the proceeds thereof, granted pursuant to the GSA, was registered under the *Personal Property Security Act*, R.S.O. 1990, c. P.10, as amended;

The Debtors' Other Creditors

- (o) ten construction liens are currently registered against the Lands (the “**Construction Liens**”), with the most significant lien held by Con-Drain Company (1983) Limited in the amount of \$4,133,280.68;
- (p) Vector Financial Services Limited (“**Vector**”) holds, among other security, a first-priority mortgage over the property at 750 Mapleview Drive East, Barrie, Ontario, being PIN 58091-4802, in the amount of \$2,885,000 (the “**Vector Charge**”);
- (q) KingSett is not seeking to enforce its security on the property that is subject to the Vector Charge;
- (r) Westmount Guarantee Services Inc. (“**Westmount**”) was granted security (the “**Westmount Security**”) to secure a surety facility in the amount of \$5,000,000;
- (s) pursuant to a subordination and standstill agreement dated November 30, 2022, the Westmount Security is subordinated and postponed in favour of the Security, save and except for all deposit monies received from purchasers of town houses being developed on the Real Property (the “**Deposit Monies**”);
- (t) MarshallZehr Group Inc. granted certain loans and received security from the Debtors (collectively, the “**MarshallZehr Security**”);
- (u) pursuant to three separate Subordination and Standstill Agreements dated November 30, 2022, the MarshallZehr Security is subordinated and postponed in favor of the Security;

The Debtors' Defaults

- (v) on February 16, 2024, the Applicant issued demand letters (together, the “**Demand Letters**”) along with notices of intention to enforce security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) to the Debtors and the Guarantors for the repayment of the Indebtedness;
- (w) the defaults enumerated within the Demand Letters included, among other things:
 - (i) the failure to repay the Indebtedness in full by the Maturity Date in accordance with section A8 of the Commitment Letter and section 31(a) of the Mortgage; and
 - (ii) the failure to pay monthly payments of interest in accordance with section A11 of the Commitment Letter and 31(b) of the Mortgage (collectively, along with any other events of default having occurred and continuing under the Commitment Letter and Mortgage, the “**Listed Events of Default**”);
- (x) in addition to the Listed Events of Default, KingSett has recently been made aware of certain additional events of default including, the registration of the Construction Liens;

Appointment of the Receiver

- (y) the Debtors are in default of their obligations under the Loan and Security Documents and are unable to repay the Indebtedness;
- (z) pursuant to the Loan and Security Documents, the Applicant has a contractual right to the appointment of a receiver upon the occurrence of a default or event of default;

- (aa) the Receiver's appointment is sought due to, among other things, the Listed Events of Default and the critical and value-preserving steps that are required to prevent the deterioration of certain of the Property;
- (bb) the Receivership Proceedings will provide the most effective and appropriate means to attend to, among other things, secure and effect the sale of the Property, with a view to maximizing recoveries for and distributing funds to the Debtors' stakeholders;
- (cc) KSV is a "licensed trustee" as such term is defined under the BIA, is qualified to act as the Receiver and has consented to act as the Receiver if so appointed;
- (dd) the secured creditors who may be affected by the granting of the proposed Receiver's Charge and the Receiver's Borrowings Charge will be served with the Application Record;

Other Grounds

- (ee) section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43;
- (ff) sections 243 and 244 of the BIA;
- (gg) Rules 1.04, 1.05, 2.01, 2.03, 3.02, 14.05, 16, 17.02, 38, and 39 of the *Rules for Civil Procedure*, R.R.O. 1990, Reg. 194; and
- (hh) such further and other grounds as counsel may advise and this Honourable Court may permit.

3. THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Application:

- (a) the Affidavit of Daniel Pollack, to be sworn, and the exhibits attached thereto;
- (b) the Factum of the Applicant, to be filed;
- (c) the consent of KSV to act as Receiver; and
- (d) such further and other evidence as counsel may advise and this Honourable Court may permit.

March 13, 2024

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Lawyers for the Applicant

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

KINGSETT MORTGAGE CORPORATION and **MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD. and
2552741 ONTARIO INC.**

Applicant

Respondents

Court File No.: _____

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

Proceedings commenced in Toronto

NOTICE OF APPLICATION

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Lawyers for the Applicant

TAB 2

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) [●], THE [●]
)
JUSTICE [●]) DAY OF MARCH, 2024
)

BETWEEN:

KINGSETT MORTGAGE CORPORATION

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SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

ORDER
(Appointing Receiver)

THIS APPLICATION made by KingSett Mortgage Corporation (the “**Applicant**”) for an Order pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing KSV Restructuring Inc. (“**KSV**”) as receiver and manager (in such capacities, the “**Receiver**”) without security, of the real property legally described in Schedule “A” to this Order (the “**Real Property**”) and all present and future assets, undertakings and personal property, with the exception of the Deposit Monies (as defined below), of Mapleview Developments Ltd. (“**Mapleview**”), Pace Mapleview Ltd. (“**Pace**”) and 2552741 Ontario Inc. (“**255 Ontario**” and together with Mapleview and Pace, the “**Debtors**” and each a “**Debtor**”), located at, related to, used in connection with or arising from or out of the Real Property or which is necessary to the use and operation of the Real Property, including all proceeds therefrom

(collectively with the Real Property, the “**Property**”) was heard this day via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Daniel Pollack sworn March [●], 2024 and the Exhibits thereto (the “**Pollack Affidavit**”), on hearing the submissions of counsel for the Applicant, the proposed Receiver and such other parties listed on the Participant Information Form, no one appearing for any other party although duly served as appears from the affidavit of service sworn and filed, and on reading the consent of KSV to act as the Receiver,

SERVICE AND DEFINITIONS

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS that all terms not otherwise defined herein shall have the meaning ascribed to them in the Pollack Affidavit.

APPOINTMENT

3. THIS COURT ORDERS that pursuant to subsection 243(1) of the BIA and section 101 of the CJA, KSV is hereby appointed Receiver, without security, of the Property.

RECEIVER'S POWERS

4. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the

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

- (c) to manage, operate, and carry on the business of the Debtors, or any of them, in connection with the Property, including the powers to enter into any agreements or incur any obligations in the ordinary course of business in connection with the Property, cease to carry on all or any part of the business of the Debtors in connection with the Property, or any of them, or cease to perform or disclaim any contracts of any of the Debtors in respect of the Property;
- (d) to engage construction managers, project managers, contractors, subcontractors, trades, engineers, quantity surveyors, consultants, appraisers, agents, real estate brokers, experts, auditors, accountants, managers, counsel and such other Persons (as defined below) from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to undertake any construction or other work at the Property necessary to bring the property into compliance with applicable laws and building codes;
- (f) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors, or any of them, in connection with the Property or any part or parts thereof;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to any of the Debtors in connection with the Property (including, without limitation, any rent payments in respect of the Real Property) and to exercise all remedies of any of the Debtors in collecting such monies and accounts, including, without limitation, to enforce any security held by any of the Debtors;

- (h) to settle, extend or compromise any indebtedness owing to any of the Debtors in connection with the Property;
- (i) to deal with any lien claims, trust claims, and trust funds that have been or may be registered (as the case may be) or which arise in respect of the Property, including any part or parts thereof, and, with approval of this Court, to make any required distribution(s) to any contractor or subcontractor of the Debtors or to or on behalf of any beneficiaries of such trust funds pursuant to section 85 of the *Construction Act*, R.S.O. 1990, c. C.30;
- (j) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, including, without limitation, in respect of construction permits and any requirements related thereto, whether in the Receiver's name or in the name and on behalf of any of the Debtors, for any purpose pursuant to this Order;
- (k) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to any of the Debtors (as such proceedings relate to the Property or any portion thereof), the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (l) to investigate, and report to this Court on, intercompany payments, transactions and other arrangements between any of the Debtors and other Persons, including, without limitation, other companies and entities that are affiliates of any of the Debtors, that appear to the Receiver to be out of the ordinary course of business. All Persons shall be required to provide any and all information and documents related to the Debtors requested by the Receiver in connection with such investigations;

- (m) to undertake environmental or worker's health and safety assessments of the Property and the operations of the Debtors thereon;
- (n) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion, and with the Applicant's consent, may deem appropriate;
- (o) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding [\$250,000], provided that the aggregate consideration for all such transactions does not exceed [\$1,000,000]; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* or section 31 of the Ontario *Mortgages Act* as the case may be, shall not be required;
- (p) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (q) to report to, meet with and discuss with such affected Persons as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (r) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

- (s) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of any of the Debtors and to meet with and discuss with such governmental authority and execute any agreements required in connection with or as a result of such permits, licenses, approvals or permissions (but solely in its capacity as Receiver and not in its personal or corporate capacity);
- (t) to enter into agreements with any trustee in bankruptcy appointed in respect of any of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by any of the Debtors;
- (u) to undertake any investigations deemed appropriate by the Receiver with respect to the location and/or disposition of assets reasonably believed to be, or to have been, Property;
- (v) to exercise any shareholder, partnership, joint venture or other rights which any of the Debtors may have; and
- (w) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations, including opening any mail or other correspondence addressed to any of the Debtors,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. THIS COURT ORDERS that (i) each of the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, (iii) all construction mangers, project managers, contractors, subcontractors, trades, engineers, quantity surveyors, consultants and service

providers, and all other persons acting on their instructions or behalf, and (iv) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

6. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records, information and cloud-based data of any kind related to the business or affairs of any of the Debtors or the Property, and any computer programs, computer tapes, computer disks, cloud or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software, cloud and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer, in a cloud or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph 7, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer, cloud or other system and

providing the Receiver with any and all access codes, account names, account numbers and account creating credentials that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph 10 shall: (i) empower the Receiver or any of the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or any of the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

13. THIS COURT ORDERS that in the event that an account for the supply of goods and/or services is transferred from any of the Debtors to the Receiver, or is otherwise established in the Receiver's name, no Person, including but not limited to a utility service provider, shall assess or otherwise require the Receiver to post a security deposit as a condition to the transfer/establishment of the account.

RECEIVER TO HOLD FUNDS

14. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*,

1999, the Ontario *Environmental Protection Act*, the Ontario *Water Resources Act* or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

19. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver's Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

FUNDING OF THE RECEIVERSHIP

22. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow from the Applicant by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed [\$1,000,000] (or such greater amount that is acceptable to the Applicant and as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver's Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subordinate in priority to the Receiver's Charge and the charges as set out in subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

25. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates

evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

26. THIS COURT ORDERS that the E-Service Guide of the Commercial List (the “**Guide**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL: [https://ksvadvisory.com/experience/case/\[●\]](https://ksvadvisory.com/experience/case/[●]).

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

28. THIS COURT ORDERS that the Applicant, the Receiver and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of subsection 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

CRITICAL PAYMENTS

29. THIS COURT ORDERS that the Receiver may, with the written consent of the Applicant, make payments owing by any of the Debtors to critical suppliers, contractors, subcontractors and other creditors in respect of amounts owing prior to the date of this Order.

DEPOSITS

30. THIS COURT ORDERS that notwithstanding anything else contained herein, the "Property" as defined in the preamble of this Order shall not include any current or future funds related to deposits (the "**Deposit Monies**") held in trust by any law firm or credit union acting on behalf of a Debtor with respect to the purchase of a residential unit located on any of the Real Property, including, without limitation, the deposits held by Devry Smith Frank LLP in trust pursuant to a deposit trust agreement dated March 13, 2020.

GENERAL

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

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

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

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

proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

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

37. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Toronto Time on the date of this Order and are enforceable without the need for entry and filing.

Schedule "A"

REAL PROPERTY

1. 59497-0001 (LT)

SIMCOE COMMON ELEMENTS CONDOMINIUM PLAN NO. 497 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1974651; CITY OF BARRIE

2. 58091-5319 (LT)

PART BLOCK 8, PLAN 51M1193, PART 19, PLAN 51R43822; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART SOUTH HALF LOT 16, CONCESSION 12 INNISFIL, PART 1, PLAN 51R-43845 AS IN SC1954516; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6 PLAN 51M1193 DESIGNATED AS PART 121 ON PLAN 51R-43634 AS IN SC1949088; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 AS IN SC1957476; TOGETHER WITH AN EASEMENT AS IN SC1969381; SUBJECT TO AN EASEMENT AS IN SC1969381; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 1-18, PLAN 51R43822 AS IN SC2023926; TOGETHER WITH AN EASEMENT OVER PARTS 1-18, PLAN 51R43822 AS IN SC2023926; CITY OF BARRIE

3. 58091-5140 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 118, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

4. 58091-5139 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 117, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

5. 58091-5138 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 116, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

6. 58091-5137 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 115, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON

PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

7. 58091-5136 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 114, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

8. 58091-5135 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 113, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

9. 58091-5134 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 112, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN

SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

10. 58091-5133 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 111, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

11. 58091-5116 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 94, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521;

12. 58091-5115 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 93, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON

PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

13. 58091-5114 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 92, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

14. 58091-5113 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 91, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

15. 58091-5112 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 90, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN

SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

16. 58091-5111 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 89, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

17. 58091-5110 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 88, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

18. 58091-5109 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 87, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7,

AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954

19. 58091-5098 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 76, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

20. 58091-5083 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 61, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

21. 58091-5072 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 50, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN

SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

22. 58091-5071 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 49, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

23. 58091-5070 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 48, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

24. 58091-5069 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 47, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT

OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

25. 58091-5068 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 46, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

26. 58091-5067 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 45, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

27. 58091-5066 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 44, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7,

AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

28. 58091-5065 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 43, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

29. 58091-5048 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 26, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

30. 58091-5047 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 25, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518;

TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

31. **58091-5046 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 24, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

32. **58091-5045 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 23, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

33. **58091-5044 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 22, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT

OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

34. 58091-5043 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 21, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

35. 58091-5042 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 20, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

36. 58091-5041 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 19, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN

EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

37. 58091-4598 (LT)

PART BLOCK 4 PLAN 51M1193 PART 23 51R43276; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 51R43276 AS IN SC1914093; CITY OF BARRIE

38. 58091-3902 (LT)

BLOCK 23, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PT BLOCK 16, PLAN 51M1193, PART 1 ON PLAN 51R-43821 AS IN SC1954517; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; SUBJECT TO AN EASEMENT OVER PART 2, 3 AND 4 ON PLAN 51R-43820 IN FAVOUR OF BLOCKS 6, 8, 16 AND 17 ON PLAN 51M-1193 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT OVER PARTS 2-4, PLAN 51R43820 IN FAVOUR OF PART 1, PLAN 51R43825 AS IN SC1957472; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 AS IN SC1957476; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6 PLAN 51M1193 DESIGNATED AS PART 121 ON PLAN 51R-43634 AS IN SC1949088; CITY OF BARRIE

39. 58091-3901 (LT)

BLOCK 22, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

40. 58091-3900 (LT)

BLOCK 21, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 6, 7, 8 AND 9, PLAN 51R42805 AS IN SC1750701; CITY OF BARRIE

41. 58091-3899 (LT)

BLOCK 20, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

42. 58091-3898 (LT)

BLOCK 19, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

43. 58091-3897 (LT)

BLOCK 18, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 10, 11, 12, 13 AND 14, PLAN 51R42805 AS IN SC1750702; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 AS IN SC1957476; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6 PLAN 51M1193 DESIGNATED AS PART 121 ON PLAN 51R-43634 AS IN SC1949088; CITY OF BARRIE

44. 58091-3896 (LT)

BLOCK 17, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; CITY OF BARRIE

45. 58091-3895 (LT)

BLOCK 16, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; SUBJECT TO AN EASEMENT OVER PART 1 ON PLAN 51R-43821 IN FAVOUR OF BLOCK 23, PLAN 51M-1193 AS IN SC1954517; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 IN FAVOUR OF PART 1, PLAN 51R43825 AS IN SC1957476; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 AS IN SC1957476; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6 PLAN 51M1193 DESIGNATED AS PART 121 ON PLAN 51R-43634 AS IN SC1949088; CITY OF BARRIE

46. 58091-3894 (LT)

BLOCK 15, PLAN 51M1193; SUBJECT TO AN EASEMENT AS IN SC212816; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

47. 58091-3893 (LT)

BLOCK 14, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

48. 58091-3891 (LT)

BLOCK 12, PLAN 51M1193; SUBJECT TO AN EASEMENT AS IN SC212816; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

49. 58091-3890 (LT)

BLOCK 11, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

50. 58091-3889 (LT)

BLOCK 10, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

51. 58091-3888 (LT)

BLOCK 9, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

52. 58091-3886 (LT)

BLOCK 7, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 51R42804 AS IN SC1914093; CITY OF BARRIE

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the receiver and manager (the "**Receiver**") without security, of the real property legally described in Schedule "A" (the "**Real Property**") to the Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated March [●], 2024 (the "**Order**") and all present and future assets, undertakings and personal property, with the exception of the Deposit Monies (as defined in the Order), of Maplevue Developments Ltd., Pace Maplevue Ltd. and 2552741 Ontario Inc. (collectively, the "**Debtors**"), located at, related to, used in connection with or arising from or out the Real Property or which is necessary to the use and operation of the Real Property, including all proceeds therefrom (collectively with the Real Property, the "**Property**"), appointed by the Order made in an application having Court File Number [●], has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

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

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

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

DATED the ____ day of _____, 2024.

KSV Restructuring Inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

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

KINGSETT MORTGAGE CORPORATION and **MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD. and 2552741 ONTARIO INC.**

Applicant

Respondents

Court File No.: CV-24-00716511-00CL

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

Proceedings commenced in Toronto

**ORDER
(Appointing Receiver)**

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Lawyers for the Applicant

TAB 3

Revised: January 21, 2014
s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver

Court File No. —: CV-24-00716511-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE)
JUSTICE — [])
WEEKDAY [], THE # []
DAY OF MONTH, 20YR MARCH,
2024

BETWEEN:

PLAINTIFF[†]

Plaintiff

KINGSETT MORTGAGE CORPORATION

Applicant

- and -

DEFENDANT

Defendant

MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD. and 2552741
ONTARIO INC.

Respondents

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

ORDER
(~~a~~Appointing Receiver)

[†] ~~The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

THIS ~~MOTION~~APPLICATION made by ~~the Plaintiff~~² KingSett Mortgage Corporation (the “Applicant”) for an Order pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “CJA”) appointing ~~[RECEIVER'S NAME]~~KSV Restructuring Inc. (“KSV”) as receiver ~~[and manager]~~ (in such capacities, the “Receiver”) without security, of ~~all of the assets, undertakings and properties of [DEBTOR'S NAME]~~ (the “the real property legally described in Schedule “A” to this Order (the “Real Property”) and all present and future assets, undertakings and personal property, with the exception of the Deposit Monies (as defined below), of Maplevue Developments Ltd. (“Maplevue”), Pace Maplevue Ltd. (“Pace”) and 2552741 Ontario Inc. (“255 Ontario” and together with Maplevue and Pace, the “Debtors” and each a “Debtor”)) ~~acquired for, or, located at, related to,~~ used in ~~relation to a business carried on by the Debtor,~~connection with or arising from or out of the Real Property or which is necessary to the use and operation of the Real Property, including all proceeds thereof (the “therefrom (collectively with the Real Property, the “Property”)) was heard this day via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ~~[NAME]~~Daniel Pollack sworn ~~[DATE]~~March [●], 2024 and the Exhibits thereto ~~and (the “Pollack Affidavit”),~~ on hearing the submissions of counsel for ~~[NAMES]~~the Applicant, the proposed Receiver and such other parties listed on the Participant Information Form, no one appearing for ~~[NAME]~~any other party although duly served as appears from the affidavit of service of ~~[NAME]~~ sworn ~~[DATE]~~and filed, and on reading the consent of ~~[RECEIVER'S NAME]~~KSV to act as the Receiver,

SERVICE AND DEFINITIONS

1. THIS COURT ORDERS that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application Record is hereby abridged and validated³ so that this

²~~Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

³~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

~~motion~~Application is properly returnable today and hereby dispenses with further service thereof.

2. THIS COURT ORDERS that all terms not otherwise defined herein shall have the meaning ascribed to them in the Pollack Affidavit.

APPOINTMENT

3. ~~2.~~ THIS COURT ORDERS that pursuant to subsection 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~KSV is hereby appointed Receiver, without security, of ~~all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").~~

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of the Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the ~~Debtor~~Debtors, or any of them, in connection with the Property, including the powers to enter into any agreements, or incur any obligations in the ordinary course of business in connection with the Property, cease to carry on all or any

part of the business of the Debtors in connection with the Property, or any of them, or cease to perform or disclaim any contracts of ~~the Debtor~~ any of the Debtors in respect of the Property;

(d) to engage construction managers, project managers, contractors, subcontractors, trades, engineers, quantity surveyors, consultants, appraisers, agents, real estate brokers, experts, auditors, accountants, managers, counsel and such other ~~persons~~ Persons (as defined below) from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to undertake any construction or other work at the Property necessary to bring the property into compliance with applicable laws and building codes;

(f) ~~(e)~~ to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the ~~Debtor~~ Debtors, or any of them, in connection with the Property or any part or parts thereof;

(g) ~~(f)~~ to receive and collect all monies and accounts now owed or hereafter owing to any of the Debtors in connection with the Property (including, without limitation, any rent payments in respect of the Real Property) and to exercise all remedies of any of the Debtors in collecting such monies and accounts, including, without limitation, to enforce any security held by any of the Debtors;

(h) ~~(g)~~ to settle, extend or compromise any indebtedness owing to any of the Debtors in connection with the Property;

(i) to deal with any lien claims, trust claims, and trust funds that have been or may be registered (as the case may be) or which arise in

respect of the Property, including any part or parts thereof, and, with approval of this Court, to make any required distribution(s) to any contractor or subcontractor of the Debtors or to or on behalf of any beneficiaries of such trust funds pursuant to section 85 of the Construction Act, R.S.O. 1990, c. C.30;

(j) ~~(h)~~ to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, including, without limitation, in respect of construction permits and any requirements related thereto, whether in the Receiver's name or in the name and on behalf of any of the Debtors, for any purpose pursuant to this Order;

(k) ~~(i)~~ to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to any of the ~~Debtor~~ Debtors (as such proceedings relate to the Property or any portion thereof), the Property or the Receiver, and to settle or compromise any such proceedings.⁴ The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(l) to investigate, and report to this Court on, intercompany payments, transactions and other arrangements between any of the Debtors and other Persons, including, without limitation, other companies and entities that are affiliates of any of the Debtors, that appear to the Receiver to be out of the ordinary course of business. All Persons shall be required to provide any and all information and documents

⁴ ~~This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

related to the Debtors requested by the Receiver in connection with such investigations;

(m) to undertake environmental or worker's health and safety assessments of the Property and the operations of the Debtors thereon;

(n) ~~(f)~~ to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion, and with the Applicant's consent, may deem appropriate;

(o) ~~(k)~~ to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business~~;~~⁵

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

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

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, ~~+~~ or section 31 of the Ontario *Mortgages Act*, as the case may be,⁵ shall not be required, ~~and in each case the Ontario Bulk Sales Act shall not apply.~~⁵

⁵ ~~If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

- (p) ~~(h)~~ to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (q) ~~(m)~~ to report to, meet with and discuss with such affected Persons ~~(as defined below)~~ as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (r) ~~(n)~~ to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (s) ~~(o)~~ to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of any of the Debtor Debtors and to meet with and discuss with such governmental authority and execute any agreements required in connection with or as a result of such permits, licenses, approvals or permissions (but solely in its capacity as Receiver and not in its personal or corporate capacity);
- (t) ~~(p)~~ to enter into agreements with any trustee in bankruptcy appointed in respect of any of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by any of the Debtor Debtors;
- (u) to undertake any investigations deemed appropriate by the Receiver with respect to the location and/or disposition of assets reasonably believed to be, or to have been, Property;
- (v) ~~(q)~~ to exercise any shareholder, partnership, joint venture or other rights which any of the Debtors may have; and

(w) ~~(+)~~ to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations, including opening any mail or other correspondence addressed to any of the Debtors,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

6. ~~5.~~ THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records ~~and~~, information and cloud-based data of any kind related to the business or affairs of any of the ~~Debtor~~Debtors or the Property, and any computer programs, computer tapes, computer disks, cloud or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software, cloud and physical facilities relating thereto, provided however that nothing in this paragraph ~~56~~ or in paragraph ~~67~~ of this Order shall require the delivery of

Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. ~~6.~~ THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer, in a cloud or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph 7, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer, cloud or other system and providing the Receiver with any and all access codes, account names ~~and~~ account numbers and account creating credentials that may be required to gain access to the information.

~~7. — THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.~~

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph 10 shall: (i) empower the Receiver or any of the Debtors to carry on any business which the Debtors is are not lawfully entitled to carry on, (ii) exempt the Receiver or any of the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with any of the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including

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

13. THIS COURT ORDERS that in the event that an account for the supply of goods and/or services is transferred from any of the Debtors to the Receiver, or is otherwise established in the Receiver's name, no Person, including but not limited to a utility service provider, shall assess or otherwise require the Receiver to post a security deposit as a condition to the transfer/establishment of the account.

RECEIVER TO HOLD FUNDS

14. ~~13.~~ THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

15. ~~14.~~ THIS COURT ORDERS that all employees of the Debtors shall remain the employees of the applicable Debtor until such time as the Receiver, on the applicable Debtor's

behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in [subsection 14.06\(1.2\)](#) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under [subsections 81.4\(5\) or 81.6\(3\)](#) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

[17.](#) ~~16.~~ THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act, 1999*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and

regulations thereunder (the "“Environmental Legislation”"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

19. ~~18.~~ THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "“Receiver's Charge”") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

20. ~~19.~~ THIS COURT ORDERS that the Receiver and its legal counsel shall pass ~~its~~their accounts from time to time, and for this purpose the accounts of the Receiver and its legal

⁶~~Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

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

FUNDING OF THE RECEIVERSHIP

22. ~~21.~~ THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow from the Applicant by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed [~~\$~~1,000,000] (or such greater amount that is acceptable to the Applicant and as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any Person; but subordinate in priority to the Receiver's Charge and the charges as set out in subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

26. ~~25.~~ THIS COURT ORDERS that the E-Service ~~Protocol~~Guide of the Commercial List (the "~~Protocol~~Guide") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the ~~Protocol~~Guide (which can be found on the Commercial List website ~~at~~ ~~<http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>~~<https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph ~~21~~13 of the ~~Protocol~~Guide, service of documents in accordance with the ~~Protocol~~Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the ~~Protocol~~Guide with the following URL ~~“@”~~: <https://ksvadvisory.com/experience/case/>.

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

received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

28. THIS COURT ORDERS that the Applicant, the Receiver and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of subsection 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

CRITICAL PAYMENTS

29. THIS COURT ORDERS that the Receiver may, with the written consent of the Applicant, make payments owing by any of the Debtors to critical suppliers, contractors, subcontractors and other creditors in respect of amounts owing prior to the date of this Order.

DEPOSITS

30. THIS COURT ORDERS that notwithstanding anything else contained herein, the "Property" as defined in the preamble of this Order shall not include any current or future funds related to deposits (the "Deposit Monies") held in trust by any law firm or credit union acting on behalf of a Debtor with respect to the purchase of a residential unit located on any of the Real Property, including, without limitation, the deposits held by Devry Smith Frank LLP in trust pursuant to a deposit trust agreement dated March 13, 2020.

GENERAL

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

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

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

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

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

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

37. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Toronto Time on the date of this Order and are enforceable without the need for entry and filing.

Schedule "A"

REAL PROPERTY

1. 59497-0001 (LT)

SIMCOE COMMON ELEMENTS CONDOMINIUM PLAN NO. 497 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE "A" AS IN SC1974651; CITY OF BARRIE

2. 58091-5319 (LT)

PART BLOCK 8, PLAN 51M1193, PART 19, PLAN 51R43822; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART SOUTH HALF LOT 16, CONCESSION 12 INNISFIL, PART 1, PLAN 51R-43845 AS IN SC1954516; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6 PLAN 51M1193 DESIGNATED AS PART 121 ON PLAN 51R-43634 AS IN SC1949088; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 AS IN SC1957476; TOGETHER WITH AN EASEMENT AS IN SC1969381; SUBJECT TO AN EASEMENT AS IN SC1969381; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 1-18, PLAN 51R43822 AS IN SC2023926; TOGETHER WITH AN EASEMENT OVER PARTS 1-18, PLAN 51R43822 AS IN SC2023926; CITY OF BARRIE

3. 58091-5140 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 118, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

4. 58091-5139 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 117, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

5. 58091-5138 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 116, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

6. 58091-5137 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 115, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS

IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

7. 58091-5136 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 114, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

8. 58091-5135 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 113, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

9. 58091-5134 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 112, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT

OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

10. 58091-5133 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 111, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

11. 58091-5116 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 94, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521;

12. 58091-5115 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 93, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS

IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

13. 58091-5114 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 92, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

14. 58091-5113 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 91, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

15. 58091-5112 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 90, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT

OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

16. 58091-5111 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 89, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

17. 58091-5110 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 88, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

18. 58091-5109 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 87, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193

PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954

19. 58091-5098 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 76, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

20. 58091-5083 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 61, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

21. 58091-5072 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 50, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT

OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

22. 58091-5071 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 49, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

23. 58091-5070 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 48, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

24. 58091-5069 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 47, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193

PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

25. 58091-5068 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 46, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

26. 58091-5067 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 45, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

27. 58091-5066 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 44, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093;

TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

28. 58091-5065 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 43, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

29. 58091-5048 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 26, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

30. 58091-5047 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 25, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN

SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

31. 58091-5046 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 24, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

32. 58091-5045 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 23, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

33. 58091-5044 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 22, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN

EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

34. 58091-5043 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 21, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

35. 58091-5042 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 20, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

36. 58091-5041 (LT)

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 19, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497;

SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

37. 58091-4598 (LT)

PART BLOCK 4 PLAN 51M1193 PART 23 51R43276; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 51R43276 AS IN SC1914093; CITY OF BARRIE

38. 58091-3902 (LT)

BLOCK 23, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PT BLOCK 16, PLAN 51M1193, PART 1 ON PLAN 51R-43821 AS IN SC1954517; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; SUBJECT TO AN EASEMENT OVER PART 2, 3 AND 4 ON PLAN 51R-43820 IN FAVOUR OF BLOCKS 6, 8, 16 AND 17 ON PLAN 51M-1193 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT OVER PARTS 2-4, PLAN 51R43820 IN FAVOUR OF PART 1, PLAN 51R43825 AS IN SC1957472; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 AS IN SC1957476; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6 PLAN 51M1193 DESIGNATED AS PART 121 ON PLAN 51R-43634 AS IN SC1949088; CITY OF BARRIE

39. 58091-3901 (LT)

BLOCK 22, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

40. 58091-3900 (LT)

BLOCK 21, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 6, 7, 8 AND 9, PLAN 51R42805 AS IN SC1750701; CITY OF BARRIE

41. 58091-3899 (LT)

BLOCK 20, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

42. 58091-3898 (LT)

BLOCK 19, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

43. 58091-3897 (LT)

BLOCK 18, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 10, 11, 12, 13 AND 14, PLAN 51R42805 AS IN SC1750702; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 AS IN SC1957476; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6 PLAN 51M1193 DESIGNATED AS PART 121 ON PLAN 51R-43634 AS IN SC1949088; CITY OF BARRIE

44. 58091-3896 (LT)

BLOCK 17, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; CITY OF BARRIE

45. 58091-3895 (LT)

BLOCK 16, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; SUBJECT TO AN EASEMENT OVER PART 1 ON PLAN 51R-43821 IN FAVOUR OF BLOCK 23, PLAN 51M-1193 AS IN SC1954517; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 IN FAVOUR OF PART 1, PLAN 51R43825 AS IN SC1957476; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 AS IN SC1957476; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6 PLAN 51M1193 DESIGNATED AS PART 121 ON PLAN 51R-43634 AS IN SC1949088; CITY OF BARRIE

46. 58091-3894 (LT)

BLOCK 15, PLAN 51M1193; SUBJECT TO AN EASEMENT AS IN SC212816;
SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

47. 58091-3893 (LT)

BLOCK 14, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN
SC1712097; CITY OF BARRIE

48. 58091-3891 (LT)

BLOCK 12, PLAN 51M1193; SUBJECT TO AN EASEMENT AS IN SC212816;
SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

49. 58091-3890 (LT)

BLOCK 11, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN
SC1712097; CITY OF BARRIE

50. 58091-3889 (LT)

BLOCK 10, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN
SC1712097; CITY OF BARRIE

51. 58091-3888 (LT)

BLOCK 9, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN
SC1712097; CITY OF BARRIE

52. 58091-3886 (LT)

BLOCK 7, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN
SC1712097; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 51R42804
AS IN SC1914093; CITY OF BARRIE

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~ KSV Restructuring Inc., the receiver and manager (the "Receiver") without security, of the ~~assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by~~ real property legally described in Schedule "A" (the "Real Property") to the Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated March [●], 2024 (the "Order") and all present and future assets, undertakings and personal property, with the exception of the Deposit Monies (as defined in the Order), of Maplevue Developments Ltd., Pace Maplevue Ltd. and 2552741 Ontario Inc. (collectively, the "Debtors"), located at, related to, used in connection with or arising from or out the Real Property or which is necessary to the use and operation of the ~~Debtor~~ Real Property, including all proceeds there ~~from~~ from (collectively with the Real Property, the "Property"), appointed by ~~Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 20___ (the "the Order")~~ made in an application having Court ~~file number ___ CL _____~~ File Number [●], has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the

Order and in the *Bankruptcy and Insolvency Act*, [R.S.C. 1985, c. B-3](#), and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

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

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

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

DATED the ____ day of _____, ~~20~~2024.

~~[RECEIVER'S NAME]~~ [KSV Restructuring Inc.](#), solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

TAB 4

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

BETWEEN:

KINGSETT MORTGAGE CORPORATION

Applicant

- and -

**MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD. and 2552741
ONTARIO INC.**

Respondents

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

**AFFIDAVIT OF DANIEL POLLACK
(Sworn March 14, 2024)**

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

KINGSETT MORTGAGE CORPORATION

Applicant

- and -

**MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD. and 2552741
ONTARIO INC.**

Respondents

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

**AFFIDAVIT OF DANIEL POLLACK
(Sworn March 14, 2024)**

I, Daniel Pollack, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND
SAY:**

1. I am an Executive Director, Portfolio Management, of KingSett Mortgage Corporation (“**KingSett**” or the “**Applicant**”). I have responsibility for matters pertaining to the borrowings of Mapleview Developments Ltd. (“**Mapleview**”), Pace Mapleview Ltd. (“**Pace**”) and 2552741 Ontario Inc. (“**255 Ontario**”, and together with Mapleview and Pace, the “**Debtors**”). As such, I have personal knowledge of the matters to which I depose in this affidavit, unless otherwise indicated. Where I do not possess personal knowledge, I have stated the source of my information and, in all such cases, believe it to be true.

2. I swear this affidavit in support of an application by the Applicant for an order (the “**Receivership Order**”) pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*,

R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43, among other things:

- (a) appointing KSV Restructuring Inc. (“**KSV**”) as receiver and manager (in such capacity, the “**Receiver**”) without security, of the real property legally described in Schedule “A” to the proposed Receivership Order (collectively, the “**Real Property**”) and all present and future assets, undertakings and personal property, with the exception of the Deposit Monies (as defined below), of the Debtors located at, related to, used in connection with or arising from or out of the Real Property or which is necessary to the use and operation of the Real Property, including all of the proceeds therefrom (collectively with the Real Property, the “**Property**”);
- (b) granting a first-ranking super-priority charge (the “**Receiver’s Charge**”) over the Property in favour of the Receiver and the Receiver’s counsel to secure their fees and disbursements in respect of these proceedings (these “**Receivership Proceedings**”); and
- (c) granting a second-ranking super-priority charge (the “**Receiver’s Borrowings Charge**”) over the Property for the purpose of funding the exercise of the powers and duties conferred upon the Receiver pursuant to the proposed Receivership Order.

3. All references to currency in this affidavit are in Canadian dollars unless noted otherwise. The Applicant does not waive or intend to waive any applicable privilege by any statement herein.

I. OVERVIEW

5. As described in greater detail below, the Debtors are privately held real estate development companies. Maplevue is the registered owner of the Real Property and holds such Real Property for the mutual benefit of Pace and 255 Ontario (together, the “**Beneficial Owners**”). The Real Property, located at 700-780 Maplevue Drive East, Barrie, Ontario (the “**Lands**”), is a residential real estate development being conducted through multiple phases (together, the “**Projects**” and each a “**Project**”) on 50 developable acres of land.

6. The various phases of development, and their current status, are summarized below:

- (a) Phase I: this phase of the development is comprised of 193 total units – 91 of which are freehold town homes and 12 of which are stacked town homes (collectively, the “**Phase I Units**”). The Phase I Units are close to completion with 12 units still under construction. Transactions for 181 out of the 193 total Phase I Units have closed;
- (b) Phase II: this phase of the development is comprised of 118 total units, all of which are freehold town homes (collectively, the “**Phase II Units**” and together with the Phase I Units, the “**Maplevue Units**”). The Phase II Units are close to completion with 35 units still under construction. Transactions for 83 out of the 118 total Phase II Units have closed;
- (c) Phase III: servicing of this phase is materially complete, however, construction has not yet begun. A total of 209 units, of which 31 are to be condo town homes, 79 are to be freehold town homes and 96 are to be back-to-back town homes, are proposed to be developed;

- (d) Phase IV: servicing of this phase has been significantly advanced, however, construction has yet to begin. A total of 321 stacked town homes are proposed to be developed;
- (e) Phase V: neither servicing nor construction of this phase has yet to begin. This phase is zoned for 210 senior homes, however, it was Maplevue's intention to have the property re-zoned for 135 stacked town homes; and
- (f) Phase VI: neither servicing nor construction of this phase has yet to begin. A total of 81 stacked town homes are proposed to be developed. For clarity, as described below, the proposed receivership is not in respect of Phase VI.

7. In connection with the development of the Real Property and the construction of the Projects, KingSett extended the Loan Facilities (as defined below) to Maplevue, under which Loan Facilities, as of February 1, 2024, there was in aggregate \$47,099,842.63 outstanding (the "**Indebtedness**") with interest, fees and costs continuing to accrue.

8. Certain Events of Default have occurred under the Loan and Security Documents (each as defined and discussed below). The Events of Default under the Loan and Security Documents prompted KingSett to issue demand letters (the "**Demand Letters**") to the Debtors and Guarantors (as defined below) on February 16, 2024 for the repayment of all of the Indebtedness. Enclosed with the Demand Letters were notices of intention to enforce security (the "**NITES**") delivered in accordance with section 244 of the BIA.

9. The BIA prescribed ten-day period afforded to the Debtors to repay the Indebtedness prior to the commencement of any enforcement action has elapsed. Notwithstanding the expiration of

such notice period, the entirety of the Indebtedness demanded under the Demand Letters remains outstanding with interest, fees and costs continuing to accrue.

10. The Loan and Security Documents: (a) confer upon the Applicant an explicit contractual right to appoint a receiver or receiver manager over the Property; and/or (b) provide an acknowledgment to observe and be bound by all remedies of KingSett conferred to KingSett under the other Loan and Security Documents, including, for greater certainty, the contractual right to appoint a receiver or receiver manager over the Property. In furtherance of its contractual rights, the Applicant has commenced these Receivership Proceedings with a view to preserving and maximizing the value of the Property, with the current intention of completing some or all of the construction in progress with the contractors and trades already in place and ultimately facilitating the closings of the remaining Maplevue Units and facilitating the completion and/or sale of the rest of the Real Property to maximize recoveries for the Debtors' stakeholders, including the Applicant.

11. Given the Events of Default under the Loan and Security Documents and the Applicant's contractual rights, the Applicant believes that these Receivership Proceedings are in the best interests of the Debtors' stakeholders in the circumstances. Maplevue is clearly suffering from liquidity issues which, as further described below, are resulting in, among other things, significant liens being registered against the Real Property. The foregoing is expected to delay (or impair) closing of the remaining Maplevue Units, and is generally putting the Real Property at risk in light of the Applicant's inability to fund the trades and progress the Projects to completion. A receivership is required to provide stability and the necessary liquidity to complete the Projects and maximize value.

II. BACKGROUND

A. The Parties

12. KingSett is incorporated pursuant to the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended, (the “**CBCA**”) with a registered head office located at 40 King Street West, Toronto, Ontario, M5H 3Y2. KingSett is a subsidiary of KingSett Capital Inc., a private equity real estate investment firm with approximately \$19.5 billion in assets under management.

13. Each of the Debtors is a privately held company incorporated under the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended (“**OBCA**”), for the purposes of developing and holding the Lands. The registered head offices of the Debtors are as follows:

- (a) Mapleview - 30 Wertheim Court, Building A3, Richmond Hill, Ontario, Canada, L4B 1B9;
- (b) Pace – 1370 Don Mills Road Suite 202, Building A3, Toronto, Ontario, Canada, M3B 3N7; and
- (c) 255 Ontario – 412 Albert Street, Suite 100, Waterloo, Ontario, Canada, N2L 3V3.

14. According to the Debtors’ Ontario corporate profile reports obtained from the Ministry of Public and Business Service Delivery generated on March 11, 2024 (together, the “**Corporate Profile Reports**”), the Debtors’ directors are as follows:

- (a) Mapleview – David Marshall, Dino Sciavilla, Yvonne Sciavilla and Gregory Zehr;
- (b) Pace – Dino Sciavilla and Yvonne Sciavilla; and
- (c) 255 Ontario – Peter Alexander Berczi, David Marshall and Gregory Zehr.

15. Copies of the Corporate Profile Reports are attached hereto as **Exhibit “A”**.

B. Indebtedness Owing to the Applicant and Related Security

16. KingSett entered into an amended and restated commitment letter dated September 23, 2022 with, among others, Mapleview (as may be further amended and restated from time to time, the “**Commitment Letter**”). The Commitment Letter amended and restated three (3) commitment letters dated June 26, 2019 (the “**Original Commitment Letters**”) and explicitly superseded the Original Commitment Letters rendering them of no further force or effect. Pursuant to the terms of the Commitment Letter, KingSett agreed to extend the following loan facilities to Mapleview (collectively, the “**Loan Facilities**”):

- (a) a 1st Mortgage, Non-Revolver, Demand, Land Development Loan with a maximum principal amount of \$43,719,480 (“**Facility 1**”);
- (b) a 1st Mortgage, Non-Revolver, Demand, Construction Loan with a maximum principal amount of \$15,261,465 (“**Facility 2**”);
- (c) a 1st Mortgage, Non-Revolver, Demand, Land Development Loan with a maximum principal amount of \$15,000,000 (“**Facility 3**”);
- (d) a 1st Mortgage, cash in lieu of Letter(s) of Credit with a maximum principal amount of \$5,286,418 (“**Facility 4**”);
- (e) a 1st Mortgage, Non-Revolver, Demand, Land Development Loan with a maximum principal amount of \$18,062,627 (“**Facility 5**”);
- (f) a 1st Mortgage, Non-Revolver, Demand, Land Development Loan with a maximum principal amount of \$5,776,707 (“**Facility 6**”); and

- (g) a 1st Mortgage, cash in lieu of Letter(s) of Credit with a maximum principal amount of \$2,655,415 (“**Facility 7**”).

17. Together, the Loan Facilities have a maximum aggregate principal amount of \$105,762,112. A copy of the Commitment Letter is attached hereto as **Exhibit “B”**.

18. Under the terms of the Commitment Letter, the Loan Facilities bear interest in the following way:

- (a) Facility 1: this facility bears interest at a rate of prime plus 2.20%, with a floor rate of 6.15%, calculated daily and compounded and payable monthly, not in advance;
- (b) Facility 2: this facility bears interest per annum at a rate of prime plus 2.00%, with a floor rate of 5.95%, calculated daily and compounded and payable monthly, not in advance;
- (c) Facility 3: this facility bears interest per annum at a rate of prime plus 8.55%, with a floor rate of 12.50%, calculated daily and compounded and payable monthly, not in advance;
- (d) Facility 4: this facility bears interest per annum at a rate of prime plus 2.00%, with a floor rate of 6.15%, calculated daily and compounded and payable monthly, not in advance;
- (e) Facility 5: this facility bears interest per annum at a rate of prime plus 2.20%, with a floor rate of 6.15%, calculated daily, compounded and payable monthly, not in advance;

- (f) Facility 6: this facility bears interest per annum at a rate of prime plus 8.55%, with a floor rate of 12.50%, calculated daily and compounded and payable monthly, not in advance; and
- (g) Facility 7: this facility bears interest per annum a rate of prime plus 2.00%, with a floor rate of 5.00%, calculated daily and compounded and payable monthly, not in advance.

19. Pursuant to the Commitment Letter, the Maturity Date (as defined in the Commitment Letter) was extended on a number of occasions by KingSett (the “**Maturity Date Extensions**”). As a result of the Maturity Date Extensions, the Loan Facilities matured on February 1, 2024, and as of February 1, 2024, the Indebtedness owing under the Loan Facilities was \$ 47,099,842.63.

20. The payment and performance of all of the obligations under the Loan Facilities has been unconditionally, absolutely, and irrevocably guaranteed by Dino Sciavilla and Yvonne Sciavilla (collectively, the “**Guarantors**”) pursuant to a to a Guarantee dated November 30, 2022 (the “**Guarantee**”). A copy of the Guarantee is attached hereto as **Exhibit “C”**.

21. As general and continuing security for the payment and performance of the Indebtedness, KingSett was granted various security by the Debtors (the “**Security**”) including, *inter alia*:

- (a) a first ranking mortgage/charge over the Real Property registered in the amount of \$132,500,000 (the “**Mortgage**”);
- (b) a General Security Agreement executed by the Debtor dated November 30, 2022 (the “**GSA**”);

- (c) a General Assignment of Leases and Rents dated November 30, 2022 (the “**Assignment of Rents**”);
- (d) a General Assignment of Material Contracts dated November 30, 2022 (the “**Assignment of Contracts**”);
- (e) a Specific Assignment of Construction Management Agreement with an acknowledgement of Pace Group Investments Inc. dated November 30, 2022 (the “**Assignment of Construction Management**”);
- (f) a General Assignment of Agreements of Purchase and Sale and Deposits dated November 30, 2022 (the “**APS Assignment**”);
- (g) an Assignment of Insurance dated November 30, 2022 (the “**Insurance Assignment**”); and
- (h) a Direction, Acknowledgement and Security Agreement dated November 30, 2022 (the “**Direction and Acknowledgement**”).

22. Copies of the Mortgage, the GSA, the Assignment of Rents, Assignment of Contracts, Assignment of Construction Management, APS Assignment, Insurance Assignment and Direction and Acknowledgement are attached hereto as **Exhibits “D”- “K”**. The Commitment Letter, Guarantees and Security are referred to collectively herein as the “**Loan and Security Documents**”.

23. Notices of the Mortgage and Assignment of Rents were registered in the Land Registry Office for the Land Titles Division of Simcoe (No. 51). Copies of the sub-searches of title

conducted on March 11, 2024 (collectively, the “**Parcel Registers**”) are attached hereto as **Exhibit “L”**.

24. KingSett’s security interest in and to all of the Debtors’ present and after acquired personal property pertaining to the Lands, and the proceeds thereof, granted pursuant to the GSA, was registered under the *Personal Property Security Act*, R.S.O. 1990, c. P.10, as amended (the “**PPSA**”). KingSett’s registration in this regard is reflected in the search results (the “**PPSA Search Results**”) conducted against the Debtors under the PPSA attached hereto as **Exhibits “M - O”**.

C. The Debtors’ Other Secured Creditors

25. As disclosed within the Parcel Registers and PPSA Search Results, various other registrations have been made against the Property, including the Real Property.

26. Each of the Debtors’ secured creditors of which the Applicant is aware are detailed below. The Applicant intends to provide notice of these Receivership Proceedings to all such secured creditors.

(i) Vector Financial Services Limited

27. Vector Financial Services Limited (“**Vector**”) holds a first-priority mortgage and certain other security over the property at 750 Mapleview Drive East, Barrie, Ontario, being PIN 58091-4802 (the “**Vector Senior Secured Property**”), in the amount of \$2,885,000 (the “**Vector Charge**”). In accordance with a priority and postponement agreement between Mapleview, KingSett and Vector, dated December 8, 2022 (the “**Vector Priority Agreement**”), the Security, as it relates to the Vector Senior Secured Property, is postponed and subordinated in favour of the Vector Charge.

28. On February 26, 2024, Vector, by its counsel, issued a demand letter enclosing notices of intention to enforce security in accordance with section 244 of the BIA.

29. As a result of the Vector Priority Agreement, KingSett is not seeking to enforce on its security as it relates to the Vector Senior Secured Property at this time. Accordingly, the Vector Senior Secured Property is not included in the “Real Property”.

(ii) **Westmount Guarantee Services Inc.**

30. Westmount Guarantee Services Inc. (“**Westmount**”) made available to Mapleview a surety facility in the amount of \$5,000,000 (the “**Surety Facility**”). In order to secure the Surety Facility, Westmount was granted security which is evidenced by, among other things, the PPSA Search Results (collectively, the “**Westmount Security**”).

31. Pursuant to a Subordination and Standstill Agreement dated November 30, 2022 by and between Westmount, the Guarantors and KingSett, a copy of which is attached hereto as **Exhibit “P”**, the Westmount Security is subordinated and postponed, save and except for all deposit monies received from purchasers of town houses being developed on the Real Property (the “**Deposit Monies**”), in favor of the Security.

32. The proposed Receivership Order explicitly excludes the Deposit Monies from the definition of “Property”.

(iii) **MarshallZehr Group Inc.**

33. MarshallZehr Group Inc. granted certain loans and received security from the Debtors (collectively the “**MarshallZehr Security**”) which is evidenced by their registrations on title to certain of the Real Property and under the PPSA. Pursuant to three separate Subordination and Standstill Agreements dated November 30, 2022, the MarshallZehr Security is subordinated and postponed in favor of the Security (collectively, the “**MarshallZehr SSAs**”). Copies of the MarshallZehr SSAs are attached hereto as **Exhibit “Q”**.

(iv) **Construction Lien Claimants**

34. As of the date of this affidavit, several construction liens (the “**Construction Liens**”) are registered against some certain of the Real Property. The Construction Liens, along with the amounts they have been registered for, are listed below:

- (a) Con-Drain Company (1983) Limited - \$4,133,280.68.
- (b) Rivervalley Masonry Group Ltd. - \$3,947,900.46;
- (c) Foremont Drywall Contracting - \$2,453,798.21;
- (d) Home Lumber Inc. - \$1,421,466.63;
- (e) Quality Rugs of Canada Limited o/a Quality Sterling Group - \$1,016,739.88;
- (f) Newmar Window Manufacturing Inc. - \$445,756.09;
- (g) Sunbelt Rentals of Canada Inc. - \$227,629.24;
- (h) Alpa Stairs and Railings Inc. - \$195,615.55;
- (i) North Gate Farms Limited - \$69,271.58; and

- (j) 1588555 Ontario Inc. o/a Neb's Caulking - \$52,553.48.

III. THE EVENTS OF DEFAULT

35. On February 16, 2024, KingSett issued the Demand Letters contemporaneously with the NITES in accordance with section 244 of the BIA. Copies of the Demand Letters and NITES are attached hereto as **Exhibit "R"**.

36. The defaults enumerated within the Demand Letters include, among others: (i) a failure to pay the Indebtedness in full by the Maturity Date in accordance with section A8 of the Commitment Letter and section 31(a) of the Mortgage; and (ii) a failure to pay monthly payments of interest in accordance with section A11 of the Commitment Letter and 31(b) of the Mortgage (collectively, along with any other events of default having occurred and continuing under the Commitment Letter and Mortgage, the "**Listed Events of Default**").

37. In addition to the Listed Events of Default, KingSett has recently been made aware of certain additional events of default including, the registration of the Construction Liens.

IV. THE PROPOSED RECEIVERSHIP

A. Appointment of Receiver

38. The Debtors are in default of their obligations under the Loan and Security Documents and are unable to repay the Indebtedness. In the circumstances, the Applicant has lost all confidence in the Debtors' management to continue to satisfy the Debtors' significant obligations, specifically due to their significant debt load and dire liquidity issues. The Applicant has likewise lost all faith in the Debtors' ability to protect the Property by which the Indebtedness is secured.

39. Pursuant to the Loan and Security Documents, the Applicant has a contractual right to the appointment of a receiver upon the occurrence of a default or event of default, as applicable. In furtherance of their contractual rights, the Applicant has commenced these Receivership Proceedings to protect its investment and preserve and maximize the value of the Property.

40. The Receiver's proposed appointment is sought on an urgent basis in light of, among other things, the critical and value-preserving steps that are required to prevent the deterioration of certain of the Property. Such steps include, among others, engaging with the necessary trades and contractors to ensure any necessary construction, including any construction that has stopped, is completed in an orderly and timely fashion.

41. The Applicant believes that if the Receiver is appointed on the terms of the proposed Receivership Order, these Receivership Proceedings will provide the stability, structure and supervision required to preserve the value of the Property, including the Projects. Moreover, the Applicant believes that these Court-supervised Receivership Proceedings and the appointment of the proposed Receiver will, among other things, provide the most effective and appropriate method of effecting an orderly, efficient and transparent sale of the Property, with a view to maximizing recoveries for, and distributing funds to, the Debtors' stakeholders.

42. In light of the foregoing, I believe that the appointment of the proposed Receiver over the Property is just and convenient.

43. KSV is prepared to act as the Receiver if so appointed. I am advised by Noah Goldstein of KSV, and believe that, KSV is a "licensed trustee" as such term is defined in the BIA and has extensive experience in Canadian insolvency proceedings, including with respect to complex real

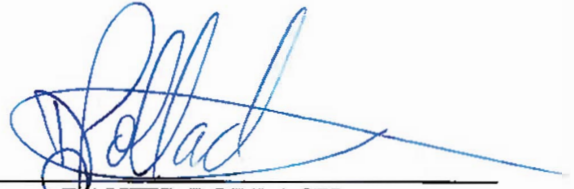
estate developments. A copy of KSV's consent to act as the Receiver is attached hereto as **Exhibit "S"**.

44. I swear this affidavit in support of the Receivership Order and for no other or improper purpose.

SWORN REMOTELY by Daniel Pollack stated as being located in the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 14, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



MILAN SINGH-CHEEMA
Commissioner for Taking Affidavits
(or as may be)



DANIEL POLLACK

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

KINGSETT MORTGAGE CORPORATION and **MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD. and 2552741 ONTARIO INC.**

Applicant

Respondents

Court File No.: CV-24-00716511-00CL

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

Proceedings commenced in Toronto

**Affidavit of Daniel Pollack
(Sworn March 14, 2024)**

BENNETT JONES LLP

One First Canadian Place, Suite 3400
P.O. Box 130
Toronto, ON M5X 1A4

Sean Zweig (LSO# 57307I)

Tel: (416) 777-6254

Email: zweigs@bennettjones.com

Aiden Nelms (LSO#: 74170S)

Tel: (416) 777-4642

Email: nelmsa@bennettjones.com

Milan Singh-Cheema (LSO# 88258Q)

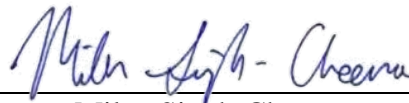
Tel: (416) 777-5527

Email: singhcheemam@bennettjones.com

Lawyers for the Applicant

**T
A
B
A**

THIS IS **EXHIBIT "A"** REFERRED TO IN THE AFFIDAVIT
OF DANIEL POLLACK, SWORN BEFORE ME THIS
14TH DAY OF MARCH, 2024.



Milan Singh-Cheema
A Commissioner for taking Affidavits
(or as may be)



Profile Report

MAPLEVIEW DEVELOPMENTS LTD. as of March 11, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	MAPLEVIEW DEVELOPMENTS LTD.
Ontario Corporation Number (OCN)	2526798
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	July 08, 2016
Registered or Head Office Address	30 Wertheim Court, Building A 3, Richmond Hill, Ontario, L4B 1B9, Canada

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

V. Quintanilla W.

Director/Registrar

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

Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 10

Name DAVID MARSHALL
Address for Service 465 Phillip Street, 206, Waterloo, Ontario, N2L 6C7, Canada
Resident Canadian Yes
Date Began August 01, 2017

Name DINO SCIAVILLA
Address for Service 8 Thornhill Avenue, Vaughan, Ontario, L4J 1J4, Canada
Resident Canadian Yes
Date Began July 08, 2016

Name YVONNE SCIAVILLA
Address for Service 8 Thornhill Avenue, Vaughan, Ontario, L4J 1J4, Canada
Resident Canadian Yes
Date Began August 01, 2017

Name GREGORY ZEHR
Address for Service 465 Phillip Street, 206, Waterloo, Ontario, N2L 6C7, Canada
Resident Canadian Yes
Date Began August 01, 2017

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Active Officer(s)

Name DAVID MARSHALL
Position Vice-President
Address for Service 465 Phillip Street, 206, Waterloo, Ontario, N2L 6C7, Canada
Date Began August 01, 2017

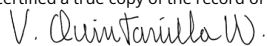
Name DINO SCIAVILLA
Position President
Address for Service 8 Thornhill Avenue, Vaughan, Ontario, L4J 1J4, Canada
Date Began July 08, 2016

Name YVONNE SCIAVILLA
Position Secretary
Address for Service 8 Thornhill Avenue, Vaughan, Ontario, L4J 1J4, Canada
Date Began August 01, 2017

Name YVONNE SCIAVILLA
Position Treasurer
Address for Service 8 Thornhill Avenue, Vaughan, Ontario, L4J 1J4, Canada
Date Began August 01, 2017

Name GREGORY ZEHR
Position Vice-President
Address for Service 465 Phillip Street, 206, Waterloo, Ontario, N2L 6C7, Canada
Date Began August 01, 2017

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Corporate Name History

Name

MAPLEVIEW DEVELOPMENTS LTD.

Effective Date

July 08, 2016

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

V. Quintanilla W.

Director/Registrar

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Additional historical information may exist in paper or microfiche format.

Active Business Names

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

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

V. Quintanilla W.

Director/Registrar

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

Expired or Cancelled Business Names

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

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V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
Annual Return - 2018 PAF: DINO SCIAVILLA - DIRECTOR	August 25, 2019
Annual Return - 2017 PAF: DINO SCIAVILLA - DIRECTOR	February 11, 2018
CIA - Notice of Change PAF: DINO SCIAVILLA - DIRECTOR	September 25, 2017
CIA - Notice of Change PAF: DINO SCIAVILLA - DIRECTOR	September 25, 2017
CIA - Notice of Change PAF: DINO SCIAVILLA - OFFICER	August 01, 2017
Annual Return - 2016 PAF: DINO SCIAVILLA - DIRECTOR	July 30, 2017
CIA - Initial Return PAF: DINO SCIAVILLA - OFFICER	July 08, 2016
BCA - Articles of Incorporation	July 08, 2016

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.

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

V. Quintanilla W.

Director/Registrar

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Profile Report

2552741 ONTARIO INC. as of March 11, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	2552741 ONTARIO INC.
Ontario Corporation Number (OCN)	2552741
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	December 21, 2016
Registered or Head Office Address	412 Albert Street, Suite 100, Waterloo, Ontario, N2L 3V3, Canada

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

V. Quintanilla W.

Director/Registrar

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Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 10

Name PETER ALEXANDER BERCZI
Address for Service 1438 Cooper Court, Oakville, Ontario, L6M 2Y8, Canada
Resident Canadian Yes
Date Began September 14, 2021

Name DAVID GILMORE MARSHALL
Address for Service 4211 Weimar Line, Wellesley, Ontario, N0B 2T0, Canada
Resident Canadian Yes
Date Began December 21, 2016

Name GREGORY LESTER ZEHR
Address for Service 347 Browning Place, Waterloo, Ontario, N2L 2W2, Canada
Resident Canadian Yes
Date Began December 21, 2016

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

V. Quintanilla W.

Director/Registrar

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Active Officer(s)

Name PETER ALEXANDER BERCZI
Position Chief Executive Officer
Address for Service 1438 Cooper Court, Oakville, Ontario, L6M 2Y8, Canada
Date Began September 14, 2021

Name WILLIAM CECIL HAYES
Position Chief Operating Officer
Address for Service 611 Honeywood Place, Waterloo, Ontario, N2T 2W2, Canada
Date Began September 14, 2021

Name DAVID GILMORE MARSHALL
Position President
Address for Service 4211 Weimar Line, Wellesley, Ontario, N0B 2T0, Canada
Date Began September 14, 2021

Name MURRAY ALEXANDER SNEDDEN
Position Chief Financial Officer
Address for Service 18 Marksbury Court, Aurora, Ontario, L4G 5G6, Canada
Date Began September 14, 2021

Name GREGORY LESTER ZEHR
Position Chairman
Address for Service 347 Browning Place, Waterloo, Ontario, N2L 2W2, Canada
Date Began September 14, 2021

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Corporate Name History

Name

2552741 ONTARIO INC.

Effective Date

December 21, 2016

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Active Business Names

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

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V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

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V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: Leanna BAILEY	April 14, 2022
CIA - Notice of Change PAF: BERCI ALEXANDER PETER - DIRECTOR	September 15, 2021
Annual Return - 2019 PAF: GREGORY ZEHR - DIRECTOR	August 30, 2020
Annual Return - 2018 PAF: GREGORY ZEHR - DIRECTOR	March 15, 2020
Annual Return - 2017 PAF: GREGORY ZEHR - DIRECTOR	March 15, 2020
CIA - Notice of Change PAF: DAVID MARSHALL - DIRECTOR	July 03, 2019
Annual Return - 2018 PAF: GREGORY ZEHR - DIRECTOR	June 23, 2019
Annual Return - 2017 PAF: GREGORY ZEHR - DIRECTOR	June 23, 2019
Annual Return - 2016 PAF: GREGORY ZEHR - DIRECTOR	December 31, 2017
CIA - Notice of Change PAF: GREGORY ZEHR - DIRECTOR	December 14, 2017
BCA - Articles of Incorporation	December 21, 2016

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.

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Profile Report

PACE MAPLEVIEW LTD. as of March 11, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	PACE MAPLEVIEW LTD.
Ontario Corporation Number (OCN)	2538972
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	September 29, 2016
Registered or Head Office Address	1370 Don Mills Road Suite 202, Building A 3, Toronto, Ontario, M3B 3N7, Canada

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V. Quintanilla W.

Director/Registrar

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Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 10

Name DINO SCIAVILLA
Address for Service 8 Thornhill Avenue, Vaughan, Ontario, L4J 1J4, Canada
Resident Canadian Yes
Date Began September 29, 2016

Name YVONNE SCIAVILLA
Address for Service 8 Thornhill Avenue, Vaughan, Ontario, L4J 1J4, Canada
Resident Canadian Yes
Date Began January 01, 2023

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V. Quintavilla W.

Director/Registrar

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Active Officer(s)

Name

DINO SCIAVILLA

Position

President

Address for Service

8 Thornhill Avenue, Vaughan, Ontario, L4J 1J4, Canada

Date Began

September 29, 2016

Name

YVONNE SCIAVILLA

Position

Vice-President

Address for Service

8 Thornhill Avenue, Vaughan, Ontario, L4J 1J4, Canada

Date Began

January 01, 2023

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V. Quintavilla W.

Director/Registrar

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Corporate Name History

Name	PACE MAPLEVIEW LTD.
Effective Date	August 01, 2017
Previous Name	MAPLEVIEW GP LTD.
Effective Date	September 29, 2016

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V. Quintanilla W.

Director/Registrar

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Active Business Names

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

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V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

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Director/Registrar

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Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: DINO SCIAVILLA	February 27, 2023
Annual Return - 2019 PAF: FRANK PRESTA - OTHER	September 16, 2020
Annual Return - 2019 PAF: FRANK PRESTA - OTHER	July 06, 2020
Annual Return - 2018 PAF: YVONNE SCIAVILLA - DIRECTOR	February 09, 2020
Annual Return - 2017 PAF: YVONNE SCIAVILLA - DIRECTOR	February 09, 2020
Annual Return - 2018 PAF: YVONNE SCIAVILLA - DIRECTOR	September 08, 2019
Annual Return - 2017 PAF: YVONNE SCIAVILLA - DIRECTOR	February 04, 2018
Annual Return - 2016 PAF: YVONNE SCIAVILLA - DIRECTOR	October 22, 2017
BCA - Articles of Amendment	August 01, 2017
CIA - Initial Return PAF: DINO SCIAVILLA - OFFICER	September 29, 2016
BCA - Articles of Incorporation	September 29, 2016

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

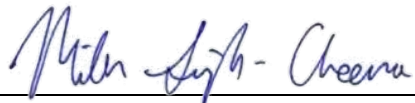
V. Quintanilla W.

Director/Registrar

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THIS IS **EXHIBIT "B"** REFERRED TO IN THE AFFIDAVIT
OF DANIEL POLLACK, SWORN BEFORE ME THIS
14TH DAY OF MARCH, 2024.



Milan Singh-Cheema
A Commissioner for taking Affidavits
(or as may be)



September 23, 2022

**Mapleview Developments Ltd.
c/o Pace Developments & MarshallZehr**

Attention: Mr. Dino Sciavilla & Mr. Gregory Zehr,

Re: Amended and Restated Commitment Letter for Urban North Towns

A. LOAN TERMS

The Lender is pleased to offer non-revolving, demand loans and cash in lieu of Letter(s) of Credit (collectively, the "**Loan**") in connection with the above referenced project, subject to the terms and conditions as described herein and within the Schedules attached hereto (the "**Commitment Letter**"). This Commitment Letter amends and restates the three commitment letters dated June 26, 2019 for the First Mortgage Servicing Loan and Letter of Credit Facility, Second Mortgage Construction Loan, and Third Mortgage Servicing Loan, as amended by the respective amendment letters dated December 13, 2019 and March 2, 2020, and by the respective amended and restated commitment letters dated January 6, 2022 (collectively, the "**Original Commitment Letters**"). The Original Commitment Letters are hereby superseded by the subject Commitment Letter and have no further force or effect.

1. **Project:** The subject site comprises ~50 developable acres located at 700-780 Mapleview Drive East, Barrie, Ontario. The project contains six phases as follows:

Phase I and II: currently under development for 272 low-rise lots totaling ~4,610 front feet and will result in the construction of 272 town houses totaling ~398,000 square feet (the "**Phase I and II**");

Phase III: currently under development for 209 low-rise lots totaling ~3,626 front fee and will result in the construction of 209 town houses totaling ~342,000 square feet (the "**Phase III**");

Phase IV: currently under development and will result in the construction of 321 stacked town houses totaling ~432,000 square feet (the "**Phase IV**");

Phase V: raw land held by the Borrower zoned for 210 seniors housing units (the "**Phase V**");

Phase VI: raw land held by the Borrower zoned for 81 town houses (the "**Phase VI**").

(Collectively, the "**Project**").

2. **Lender:** KingSett Mortgage Corporation (the "**Lender**").
3. **Borrower:** Mapleview Developments Ltd. (the "**Borrower**").
4. **Guarantor:** Dino Sciavilla and Yvonne Sciavilla (collectively, the "**Guarantors**").

5. **Loan Amount:**

Facility 1 (In0509): \$43,719,480 1st Mortgage, Non-Revolver, Demand, Land Development Loan (“**Facility 1**” and together with Facility 2 to Facility 7 inclusive, collectively the “**Facilities**” and each a “**Facility**”), as may be reduced by unit closings.

Facility 2 (In0523): \$15,261,465 1st Mortgage, Non-Revolver, Demand, Construction Loan (“**Facility 2**” and together with Facility 1 to Facility 7 inclusive, collectively the “**Facilities**” and each a “**Facility**”), as may be reduced by unit closings.

Facility 3 (In0510): \$15,000,000 1st Mortgage, Non-Revolver, Demand, Land Development Loan (“**Facility 3**” and together with Facility 1 to Facility 7 inclusive, collectively the “**Facilities**” and each a “**Facility**”), as may be reduced by unit closings.

Facility 4 (In5021): \$5,286,418 1st Mortgage, cash in lieu of Letter(s) of Credit for Phase I and II (“**Facility 4**” and together with Facility 1 to Facility 7 inclusive, collectively the “**Facilities**” and each a “**Facility**”), as may be reduced by unit closings.

Facility 5 (In5028): \$18,062,627 1st Mortgage, Non-Revolver, Demand, Land Development Loan (“**Facility 5**” and together with Facility 1 to Facility 7 inclusive, collectively the “**Facilities**” and each a “**Facility**”), as may be reduced by unit closings.

Facility 6 (In5022): \$5,776,707 1st Mortgage, Non-Revolver, Demand, Land Development Loan (“**Facility 6**” and together with Facility 1 to Facility 7 inclusive, collectively the “**Facilities**” and each a “**Facility**”), as may be reduced by unit closings.

Facility 7 (In5030): \$2,655,415 1st Mortgage, cash in lieu of Letter(s) of Credit for Phase III (“**Facility 7**” and together with Facility 1 to Facility 6 inclusive, collectively the “**Facilities**” and each a “**Facility**”), as may be reduced by unit closings.

Collectively, the “**Loan Amount**” (\$105,762,112 in aggregate).

As of the date of this Commitment Letter, all Facilities are fully funded.

6. **Interest Rate:**

Facility 1 (In0509): Prime Rate + 2.20% (floor rate of 6.15%) per annum, calculated on the daily outstanding balance, compounded and payable monthly, not in advance, both before and after maturity, default and/or judgment with respect to Facility 1 (the “**Facility 1 Interest Rate**”).

Facility 2 (In0523): Prime Rate + 2.00% (floor rate of 5.95%) per annum, calculated on the daily outstanding balance, compounded and payable monthly, not in advance, both before and after maturity, default and/or judgment with respect to Facility 2 (the “**Facility 2 Interest Rate**”).

Facility 3 (In0510): Prime Rate + 8.55% (floor rate of 12.50%) per annum, calculated on the daily outstanding balance, compounded and payable monthly, not in advance, both before and after maturity, default and/or judgment with respect to Facility 3 (the “**Facility 3 Interest Rate**”).

Facility 4 (In5021): Prime + 2.00% (floor rate of 6.15%) per annum, calculated on the daily outstanding balance, compounded and payable monthly, not in advance, both before and after maturity, default and/or judgment with respect to Facility 4 (the “**Facility 4 Interest Rate**”).

Facility 5 (In5028): Prime Rate + 2.20% (floor rate of 6.15%) per annum, calculated on the daily outstanding balance, compounded and payable monthly, not in advance, both before and after maturity, default and/or judgment with respect to Facility 5 (the "**Facility 5 Interest Rate**").

Facility 6 (In5022): Prime Rate + 8.55% (floor rate of 12.50%) per annum, calculated on the daily outstanding balance, compounded and payable monthly, not in advance, both before and after maturity, default and/or judgment with respect to the Loan (the "**Facility 6 Interest Rate**").

Facility 7 (In5030): Prime + 2.00% (floor rate of 5.00%) per annum, calculated on the daily outstanding balance, compounded and payable monthly, not in advance, both before and after maturity, default and/or judgment with respect to Facility 7 (the "**Facility 7 Interest Rate**").

Collectively, the "**Interest Rate**".

Provided that "**Prime Rate**" shall mean, for any day, the rate of interest per annum established and published from time to time by Royal Bank of Canada as the reference rate of interest for the determination of interest rates charged to its customers of varying degrees of creditworthiness in Canada for Canadian Dollar demand loans in Toronto, Ontario.

7. **Lender's Fee:**

\$420,000 (~0.40% of the Loan Amount) non-refundable lender's fee earned by the Lender upon the Borrower's execution of this Commitment Letter and payable by the Borrower to the Lender (the "**Lender's Fee**").

8. **Maturity Date:**

February 1, 2023. The principal balance of the Loan outstanding together with all accrued and unpaid interest thereon and all other costs secured by the Security is repayable in full on the Maturity Date together with all accrued and unpaid interest, costs, fees and any other amount secured by the Security.

9. **Extension Option:**

In the Lender's sole, absolute and unfettered discretion and provided that no Event of Default as defined in the Mortgage or in this Commitment Letter as an "Event of Default" has occurred which is continuing, the Lender may permit additional extensions of the Term of three months each to the Maturity Date (each an "**Extension Option**"). Borrower must provide written notice to the Lender with a request to extend at least 30 days prior to the Maturity Date and payment of the Extension Fee referenced in Section A.10.

10. **Extension Fee:**

\$210,000 (~0.20% of the Loan Amount) earned by the Lender upon the exercise of each Extension Option (the "**Extension Fee**") and payable on or before the date which is ten days prior to the Maturity Date. Should any Extension Option not be granted by the Lender, the Lender will return the applicable Extension Fee to the Borrower, if applicable.

11. **Monthly Payments:** Monthly payments of interest only are required to be made by the Borrower to the Lender in connection with the Loan based on the applicable Interest Rate for each of the Facilities as outlined herein (the "**Monthly Payments**"). Monthly Payments are to be made on the first calendar day of every month until the principal balance of the Loan outstanding together with all accrued and unpaid interest thereon and all other costs secured by the Security is repaid in full. The Borrower shall be required to make Monthly Payments from its own financial resources. Non-Sufficient Fund payments will be subject to an administration fee of \$500.
12. **Project Budget:** See Schedule F (the "**Project Budget**"). For greater certainty, the Lender approved Project Budget shall be \$200,725,000 (excluding \$3,500,000 of Lender's mezzanine interest costs) for Phase I and II, and \$118,249,999 (excluding \$1,500,000 of Lender's mezzanine interest costs) for Phase III. The Project Budget shall be used in the monthly reports produced by the Project Monitor, as hereinafter defined, and may be amended or modified from time to time subject to the prior written consent of the Lender.
13. **Project Monitor:** An independent project monitor acceptable to the Lender shall have been engaged to act on behalf of the Lender throughout the duration of the Project at the Borrower's expense. The Lender's project monitor shall be Glynn Group Inc. (the "**Project Monitor**"). The scope of the Project Monitor's mandate is outlined in Schedule C). The Lender shall have the right to expand or vary the scope of the Project Monitor or to replace the Project Monitor at any time, in its discretion, acting reasonably. The Lender shall receive monthly QS reports on the Project prepared by the Project Monitor in accordance with Schedule C, the failure of which shall be an Event of Default under the Loan Documents.
14. **Project Equity:**

The Borrower shall be required to fund all outstanding and future Project Costs from equity and/or a subordinate loan from MarshallZehr Group Inc. provided that the Lender has received (i) the approval of its investment committee for any increased subordinate charge amount and (ii) a revised and executed subordination and standstill agreement satisfactory to the Lender in all respects.
15. **Accounts Payable:**
 - (a) The current outstanding accounts payables inclusive of land servicing payables across the Project shall be immediately reduced to an amount that satisfies the following condition: no payables may be outstanding for greater than 90 days; and payables of less than 90 days shall not exceed the lesser of (i) \$75K per Unclosed Home, as hereinafter defined, or (ii) \$18,000,000 in aggregate across the Project.

"**Unclosed Home**" defined as a lot that has, at a minimum, had the foundation wall poured.
 - (b) Any deferred servicing terms and conditions (i.e., financing) provided by Condrain and/or other parties in connection with the Project must be satisfactory to the Lender in all respects.
16. **Deposits:**
 - (a) Any freehold deposits collected (including any deposits currently held in trust) may be released to MarshallZehr in trust; provided that after allowing for such deposit use in the Project, there are sufficient proceeds from each Unit closing to meet the Minimum Discharge Amount owed to the Lender; failing which, such deposits may not be released to MarshallZehr in trust. In addition, the Project Monitor shall track and report on all such purchaser deposits held in trust and used in the Project.

- (b) The Borrower shall cancel the sale of Phase IV to Urban North on the GO Ltd. (a related party) and the Lender shall allow the release of the \$2,000,000 purchaser's deposit to MarshallZehr in trust, subject to the Borrower not being in breach of the Accounts Payable condition in Section A.15.
- (c) Subject to Section A.22(a), the Borrower may access deposit bonding facilities to fund payables in Phase IV in order to "cap" Phase IV until a later date. The Lender and the Borrower to agree on the definition of "cap". Under no circumstances, may the deposits be used for equity takeout.

17. **Prepayment:**

The Loan will be open for prepayment without penalty subject to a minimum of 30 days' prior written notice to the Lender.

18. **Approval of Sale Documents:** The Borrower shall provide the Lender with:

- (a) **Approved Sales.** A spreadsheet, certified by a senior officer of the Borrower, setting out the details of each purchase approved by the Borrower in respect of a sale of a unit in the Project (each a "**Unit**"); and
- (b) **Statements of Adjustment.** No later than five days prior to the closing date for the sale of a Unit, an executed copy of the final vendor's statement of adjustments for such Unit.

19. **Partial Discharge:**

Land Discharges: The partial discharge of Phase IV, Phase V and Phase VI lands shall be subject to the consent of the Lender, in its sole, absolute and unfettered discretion.

Unit Discharges (Phase I and II, or Phase III): Provided that no Event of Default has occurred which is continuing and the Loan is not matured, the Lender will provide the Borrower with partial real and personal property discharges of the Security on a per Unit basis upon the Lender's receipt of the Minimum Discharge Amount for each Unit as set forth in Schedule G in order to repay the Loan by the 429th lot closing within Phases I, II, and III. If an Event of Default has occurred which is continuing, all Net Closing Proceeds, as hereinafter defined, shall be applied to the permanent reduction of the Loan.

"**Net Closing Proceeds**" shall be calculated as:

1. the actual gross unit selling price less the applicable sales tax including any associated closing adjustments (i.e. purchaser recoveries) for such Unit; and

Less the aggregate of:

- (i) purchaser deposits (excluding purchaser upgrade deposits) used in the Project allocated to such Unit;
- (ii) reasonable closing costs, approved legal fees, reasonable arm's length realty commissions, and any other reasonable closing adjustments for the sale of a unit similar to such Unit, which aggregate amount shall not to exceed \$10,000 per unit; and
- (iii) any builder's lien holdbacks required by applicable law, which holdback funds are to be held in trust by the Borrower's solicitors and paid to the Mortgagee forthwith

upon the expiry of the applicable lien holdback period to the extent that any amounts remain unpaid hereunder and to the extent that such holdback funds are not required by applicable law to discharge builder's liens registered against title to such Unit.

A partial discharge fee of \$250 per discharge document (for clarity, i. a partial discharge document may contain multiple unit discharges, and ii. the discharge fee is a consolidated fee for all facilities) shall be deemed earned by the Lender and payable by the Borrower contemporaneously with the granting by the Lender of each partial discharge.

20. **Allocation of Net Closing Proceeds**: Provided that no Event of Default has occurred which is continuing and the Loan is not matured, in order of priority, the Net Closing Proceeds will be applied as follows: (a) firstly, to the permanent reduction of the Loan by the Minimum Discharge Amount for such Unit as outlined in Schedule G and (b) secondly, any surplus to the payment of Project costs under Phases I, II and/or III or further permanent reduction of the Loan. For greater certainty, no monies shall be removed from the Project entities until the Loan has been repaid in full. Specifically, on a Facility by Facility basis, in order of priority, the waterfall of the Lender's Minimum Discharge Amount from an individual Unit closing will be applied as follows:

- (a) Firstly, to the permanent reduction of Facility 2 until repaid in full;
- (b) Secondly, to the permanent reduction of Facility 1 until repaid in full;
- (c) Thirdly, to the permanent reduction of Facility 5 until repaid in full;
- (d) Fourthly, to the permanent reduction of Facility 7 until repaid in full;
- (e) Fifthly, to the permanent reduction of Facility 4 until repaid in full;
- (f) Sixthly, to the permanent reduction of Facility 3 until repaid in full;
- (g) Seventhly, to the permanent reduction of Facility 6 until repaid in full.

21. **Mortgage Discharge**: The Lender shall charge a one-time administrative fee of \$1,000 for ongoing administration of the Loan including, but not limited to, providing a full discharge of the Security which administration fee is earned by the Lender upon the Borrower's execution of this Commitment Letter and payable by the Borrower to the Lender on the Maturity Date. The Borrower's legal counsel shall prepare all documentation reasonably required to discharge the Security for review by the Lender and its legal counsel. Discharge statements will be provided to the Borrower within three business days after receipt of a written request for same.

22. **Permitted Encumbrances**: The Lender hereby acknowledges and consents to the following permitted encumbrances (each a "**Permitted Encumbrance**"):

Phase I, Phase II, Phase III and Phase IV

- (a) **Approved Second DPI Mortgage**. A second mortgage, in an amount not to exceed \$3,000,000 for Phase I and II, \$7,962,950 for Phase III, and \$21,000,000 for Phase IV, as required, provided by Westmount Guarantee on terms and conditions acceptable to the Lender.
- (b) **Approved Third Mortgage**. A third mortgage, in an amount not to exceed \$49,500,000 (beneficial owner equity interest), provided by MarshallZehr Group Inc., on terms and conditions acceptable to the Lender for the funding of construction costs for Phases I and II, and Phase III of the Project.
- (c) **Approved Fourth Mortgage**. A fourth mortgage, in an amount not to exceed \$9,000,000 (beneficial owner equity interest), provided by MarshallZehr Group Inc., on terms and conditions acceptable to the Lender for the funding of construction costs for Phases I and II, and Phase III of the Project.

- (d) **Approved Fifth Mortgage.** A fifth mortgage, in an amount not to exceed \$20,000,000 (beneficial owner equity interest), provided by MarshallZehr Group Inc., on terms and conditions acceptable to the Lender for the funding of construction costs for Phases I and II, and Phase III of the Project.

Phase V

- (e) **Approved Second Mortgage.** A second mortgage, in an amount not to exceed \$49,500,000 (beneficial owner equity interest), provided by MarshallZehr Group Inc., on terms and conditions acceptable to the Lender for the funding of construction costs for Phases I and II, and Phase III of the Project.
- (f) **Approved Third Mortgage.** A third mortgage, in an amount not to exceed \$9,000,000 (beneficial owner equity interest), provided by MarshallZehr Group Inc., on terms and conditions acceptable to the Lender for the funding of construction costs for Phases I and II, and Phase III of the Project.
- (g) **Approved Fourth Mortgage.** A fourth mortgage, in an amount not to exceed \$20,000,000 (beneficial owner equity interest), provided by MarshallZehr Group Inc., on terms and conditions acceptable to the Lender for the funding of construction costs for Phases I and II, and Phase III of the Project.

Phase VI Lands

- (h) **Approved First Mortgage.** A first mortgage with priority over KingSett Mortgage Corporation's \$132,500,000 second mortgage charge, in an amount not to exceed \$2,885,000 provided by Vector Financial Services Ltd., on terms and conditions acceptable to the Lender, which shall be permitted over Phase VI only (the "**Vector First Mortgage**").
- (i) **Approved Third Mortgage.** A third mortgage, in an amount not to exceed \$49,500,000 (beneficial owner equity interest), provided by MarshallZehr Group Inc., on terms and conditions acceptable to the Lender for the funding of construction costs for Phases I and II, and Phase III of the Project.
- (j) **Approved Fourth Mortgage.** A fourth mortgage, in an amount not to exceed \$9,000,000 (beneficial owner equity interest), provided by MarshallZehr Group Inc., on terms and conditions acceptable to the Lender for the funding of construction costs for Phases I and II, and Phase III of the Project.
- (k) **Approved Fifth Mortgage.** A fifth mortgage, in an amount not to exceed \$20,000,000 (beneficial owner equity interest), provided by MarshallZehr Group Inc., on terms and conditions acceptable to the Lender for the funding of construction costs for Phases I and II, and Phase III of the Project.

Each Permitted Encumbrance is acknowledged by the Lender provided that all terms and conditions thereof together with any related security are acceptable to the Lender in its sole but commercially reasonable discretion and the Permitted Encumbrance enters into a subordination and standstill agreement with the Lender in the Lender's prescribed form including, without limitation, a covenant by the holder of the Permitted Encumbrance, as applicable, to provide a free partial discharge of its security over each Unit concurrently with the sale of such Unit (collectively, the "**Subordination and Standstill Agreements**").

23. **No Further Encumbrances**: Additional financing (prior or subsequent) of the Project, secured or unsecured, or the registration of any other encumbrance save and except for Permitted Encumbrances is not permitted in connection with the Project without the prior written consent of the Lender, which consent may be arbitrarily withheld, delayed and/or conditioned by the Lender. If such consent is provided by the Lender, the encumbrance shall only be acknowledged by the Lender provided that all terms and conditions thereof together with any related security are acceptable to the Lender in its sole and unfettered discretion and the holder of the encumbrance enters into a subordination and standstill agreement with the Lender in the Lender's prescribed form. For greater certainty, an equity takeout may not be permitted.
24. **Costs and Expenses**: The Borrower shall bear all costs and expenses incurred by the Lender from time to time in connection with the Loan, such costs may include, but shall not be limited to, legal fees, payment of property taxes as a protective disbursement, environmental site assessment reports, appraisal reports, building condition reports, insurance consulting reviews, reliance letters, title insurance, Project Monitor mandates, out-of-pocket expenses for property inspections and any applicable sales tax related to all such costs and expenses.

B. SECURITY

The Loan shall be secured by the security set forth below which, shall be delivered by the Borrower and the Guarantors (collectively, the “**Loan Parties**”) to the extent party thereto, to the Lender in form, scope and substance satisfactory to the Lender and its legal counsel in its sole, absolute and unfettered discretion (collectively, the “**Security**” and together with this Commitment Letter and all other documentation delivered in connection with this Commitment Letter and the Security, collectively, the “**Loan Documents**”):

1. **Mortgage**: A (i) \$132,500,000 (~125% of the Loan Amount) first mortgage/charge on Phase I and II, Phase III, Phase IV, and Phase V and (ii) \$132,500,000 (~125% of the Loan Amount) second mortgage/charge on Phase VI granted by the Borrower, including, without limitation, an assignment of condominium voting rights forthwith upon registration of the condominium, as applicable, and a negative pledge by the Nominee not to repay any shareholder loans, redeem shares, pay out dividends, or to otherwise compensate the Project sponsors or other non-arm's length parties until such time as the principal balance of the Loan outstanding together with all accrued and unpaid interest thereon and all other costs secured by the Security has been repaid in full, save and except for those development, marketing and/or construction fees specifically approved in writing by the Lender and included in the Project Budget approved by the Project Monitor and provided further that such repayment does not result in equity or cash of the Borrower being removed from the Project.
2. **General Assignment of Rents**: A general assignment of leases and rents granted by the Borrower registered on title to the Project.
3. **General Security Agreement**: A general security agreement granted by the Borrower and/or the Nominee, as applicable, creating a first ranking security interest over all presently held and hereafter acquired personal property situated on, used in connection with or derived from the Project.
4. **General Assignment of Material Contracts**: A general assignment of all current and future material contracts for the Project including, without limitation, those relating to construction, supply, consulting, engineering specifications and drawings, architectural specifications and drawings, plans, licenses and permits for the Project granted by the Borrower and/or the Nominee, as applicable, provided that upon the request of the Lender the Borrower and/or the Nominee

shall grant a specific assignment of any current or future material contract for the Project which shall be acknowledged and consented to in writing by all counterparties to such material contract.

5. **Specific Assignment of Construction Management Agreement**: A specific assignment of the construction management contract for the Project, or contracts if more than one, granted by the Borrower and/or the Nominee, as applicable, pursuant to which the Lender may assume or terminate, at its option, the rights of the Borrower under the same if the Lender has made demand for repayment of the Loan which specific assignment shall be acknowledged and consented to in writing by the construction manager.
6. **Specific Assignment of Property Management Agreement**: A specific assignment of the commercial and residential property management contracts granted by the Borrower and/or the Nominee, as applicable, pursuant to which the Lender may assume or terminate, at its option, the rights of the Borrower under the same if the Lender has made demand for repayment of the Loan which specific assignment shall be acknowledged and consented to in writing by the property manager.
7. **Assignment of Agreements of Purchase and Sale and Purchaser Deposits**: A general assignment of individual agreements of purchase and sale (including any land APS for Phase IV, Phase V, or Phase VI, as applicable), including purchaser deposits, pertaining to the Project granted by the Borrower and/or the Nominee, as applicable, provided that Purchaser deposits from the sale of units, parking units and storage lockers may be held in a solicitor's deposit trust account and/or used to repay the Loan in accordance with the provisions of applicable legislation, Condominium Act or otherwise, within the Province of Ontario.
8. **Assignment of Insurance**: An assignment of insurance granted by the Borrower and the Nominee, as applicable, with respect to any and all insurance proceeds arising in connection with all insurance for the Project as set forth on Schedule A.
9. **Fraud, Misrepresentation and Environmental Indemnity**: A fraud, misrepresentation and environmental indemnity granted by the Loan Parties.
10. **Beneficial Security Agreement**: An acknowledgement, direction and security agreement, if applicable, whereby the Borrower acknowledges, consents to and directs the Nominee to provide all of the Security to which the Nominee is a party to the Lender.
11. **Letter of Credit Indemnity**: An indemnification agreement granted by the Borrower in respect to any Letters of Credit issued.
12. **Specific Assignment of Cash, Term Deposits and GICs**: In the event that the Lender elects to hold on deposit the Borrower's cash or term deposits, GICs or the like, from other financial institutions, to secure the Loan generally or specifically the outstanding Letter of Credit/Guarantee exposure, a specific assignment or charge granted by the Borrower over the cash, term deposit, GIC or the like as determined by the Lender.
13. **Guarantee**: An unlimited personal joint and several guarantee granted by the Guarantors for 100% of the Borrower's indebtedness to the Lender, including, without limitation, all accrued but unpaid fees, interest, and expenses incurred by the Lender together with a postponement of creditor and shareholder claims against the Borrower and a negative pledge by the Guarantors to not repay any shareholder loans, redeem shares, pay out dividends, or to otherwise compensate the Project sponsors and other non-arm's length parties until such time as the principal balance of the Loan outstanding together with all accrued and unpaid interest and all other costs secured by the Security has been repaid in full, save and except for those

development, marketing and/or construction fees specifically approved in writing by the Lender and included in the Project Budget prepared by the Project Monitor.

14. **Pledge Agreement:** A hypothecation and pledge to the Lender of any and all issued and outstanding common shares, preferred shares and limited partnership units of the Borrower (and any and all shares of a general partner of the Borrower), as applicable, by the holders thereof provided that:
 - (a) the Lender's interest in such securities shall be perfected by possession and control by the Lender (or its legal counsel on behalf of the Lender) of the original share and/or unit certificates;
 - (b) if the registered owners of such shares and units are not providing a guarantee of the Borrower's obligations to the Lender hereunder, then such registered owners shall be required to provide a limited recourse guarantee with recourse against such registered owners limited in scope to the pledge of such shares and/or unit certificates; and
 - (c) if the registered owners are different than the beneficial owners of such shares and/or unit certificates then the beneficial owners shall be required to enter into an acknowledgement, direction and security agreement authorizing the registered owner to pledge the shares and/or unit certificates to the Lender.
15. **Subordination and Standstill Agreement:** The Subordination and Standstill Agreements contemplated in Section A.22.
16. **Cross Default:** Cross default provision, as it relates to all current and future obligations of the Borrower and Guarantors to the Lender.
17. **Other:** Such other Security as the Lender and/or its legal counsel may reasonably require.

C. **CONDITIONS PRECEDENT**

The Commitment Letter shall not take into effect until all conditions below (collectively, the "**Conditions Precedent**") are satisfied or waived by the Lender in its sole, absolute and unfettered discretion.

1. **Payment of Lender's Fees:** The Lender shall have received the Lender's Fee in the amount of \$420,000.
2. **Payment of Legal Fees:** The good faith deposit of \$75,000 held in trust by the Lender shall be used to pay Bennett Jones LLP directly for legal fees owed to date with respect to the Loan. The Lender shall have received from the Borrower the remaining outstanding legal fees due to Bennett Jones LLP evidenced by an invoice from Bennett Jones LLP.
3. **Consent of MarshallZehr:** The Lender shall have received consent from MarshallZehr Group Inc. under Instrument No. SC1371448 to register the Mortgage and the General Assignment of Rents against title to the Project.
4. **Registration of Security:** All registrations, recordings and filings of or with respect to the Security which in the opinion of the Lender's counsel are necessary to render effective and perfected, or to give notice of, the security intended to be created thereby shall have been completed.
5. **Searches:** The Lender shall have received either (i) all customary off-title searches for properties of similar nature to that of the Project including, without limitation, searches for unregistered easements, rights-of way, property tax status, environmental notices, and executions against the

Loan Parties, or (ii) satisfactory coverage in a loan policy of title insurance. If applicable, the off-title searches are to be obtained by the Borrower's legal counsel and forwarded to the Lender's legal counsel for review.

6. **Clean Title:** The Lender shall be satisfied with title to the Project including, without limitation, the absence of liens and other encumbrances.
7. **Levies and Fees:** All levies, impost fees, local improvement charges, property taxes and other charges that are due and payable in connection with the Project shall have been paid to the date of this Commitment Letter taking into effect.
8. **No Litigation:** There shall exist no judicial, administrative or other proceeding, investigation or litigation affecting the Project or any of the Loan Parties that has, or could reasonably be expected to have, a material adverse effect on (i) the business, operations, property or financial or other condition of any of the Loan Parties which would materially negatively affect the ability of the Loan Parties, taken as a whole, to perform and discharge their obligations under the Loan Documents, (ii) the Project, the Lender's liens on the Project and other collateral pursuant to the Security, or the priority of those liens, or (iii) the Lender's ability to enforce its rights or remedies under any of the Loan Documents.
9. **Other:** Such other Conditions Precedent as the Lender may require.

D. FUNDING

The Loan is fully advanced and will have no subsequent advances.

E. COVENANTS

The Borrower shall abide by the following covenants, the failure of which shall be an Event of Default under the Loan Documents:

1. **Project Reports:** The Borrower shall cause the Project Monitor to provide the Lender with monthly progress reports on the Project in accordance with Schedule C. For greater certainty, the report shall include a cash flow linked to construction schedule with form and content acceptable to the Lender and a comprehensive accounts payable section.
2. **Construction Reporting:** The Borrower shall provide the Lender with copies of the following regarding the Loan Parties and/or the Project within the specified time outlined below:
 - (a) On the 10th day of every month, a detailed schedule of outstanding account payables on a form acceptable to the Lender;
 - (b) On the 10th date of every month, a cash flow linked to construction schedule with form and content acceptable to the Lender;
 - (c) On a bi-weekly basis, updates covering the trailing two-weeks including:
 - (i) Three most critical items from the Borrower's perspective,
 - (ii) Building permits obtained,
 - (iii) Construction starts,
 - (iv) All major scope items on a block-by-block basis including:

- (1) Foundation walls poured,
- (2) Lumber delivered to site,
- (3) Framing completed,
- (4) Windows installed,
- (5) Brickwork completed,
- (6) Drywall completed,
- (7) City inspections of work completed,
- (8) Kitchens and finish millwork completed,
- (9) Painting completed,
- (10) Flooring completed,
- (11) Electrical and plumbing fixtures installed,
- (12) PDIs.

Update to include a comparison to previous forecasts and should note areas where project is ahead / behind on a block-by-block basis,

- (v) Challenges and difficulties being experienced on site and strategies to address them. This should include commentary on any trades not coming to site as scheduled and any major RFIs, any major change orders, municipal delays etc.,
 - (vi) Occupancies,
 - (vii) Closings,
 - (viii) Cancelled sales,
 - (ix) New sales and all newly executed firm and binding purchase and sale agreements with respect to the sale of Units,
 - (x) 14, 30, 60, 90 day forecast on construction costs, closings, revenue, and outstanding balance of the Loan.
- (d) The Lender shall be granted access to conduct site inspections at the Lender's sole and absolute discretion and at the expense of the Borrower;
 - (e) The Lender shall be granted attendance at the site servicing meetings;
 - (f) On a monthly basis at a minimum, a Construction Contract List including the following:
 - (i) Supplier Names,
 - (ii) Scope of Work/Services,
 - (iii) number of competing bids,

(iv) Effective Dates,

(v) Expiry Dates.

3. **Construction Contracts**: The Borrower shall forthwith deliver all executed construction contracts to the Project Monitor and Lender within 10-days of execution of such construction contracts.
4. **Insurance**: The Borrower shall maintain insurance on the Project at all times in accordance to the Lender's requirements in Schedule A and provide the Lender with copies of any and all insurance policy renewals and/or amendments within ten business days of the issuance thereof. The Lender may, in its unfettered discretion, require its insurance consultant to conduct an insurance review at the Borrower's expense.
5. **Bulk Unit Purchasers**: The Borrower shall not permit any bulk sale of Units to a single purchaser, defined as three units or more, unless approved by the Lender in writing, which consent may be arbitrarily withheld, delayed and/or conditioned by the Lender.
6. **Interim Occupancy Fees/Revenue**: The Borrower shall use all interim occupancy fees/revenue towards Project costs or to reduce the outstanding balance of the Facility 1 or Facility 5, respectively. Interim occupancy fees may not be used by the Borrower for any other purpose nor may they be removed from the Project as a fee, equity, repatriation, dividend, interest, premium or any other form of distribution.
7. **Property Taxes**: The Borrower shall provide the Lender with property tax statements with respect to the Project supported by proof of payment on a quarterly basis or as otherwise requested by Lender from time to time.
8. **Financial Statements**: Within 150 days of the end of each of its fiscal years, or more often if requested by the Lender, the Borrower shall provide to the Lender:
 - (a) audited financial statements of the Borrower and of any corporate Guarantor, including a balance sheet and supporting schedules, a detailed statement of income and expenditures and supporting schedules, and a statement of change in cash flow.
9. **Personal Net Worth Statements**: Within 90 days of the end of each of each calendar year, or more often if requested by the Lender, the Borrower shall provide to the Lender:
 - (a) current dated net worth statements for the personal Guarantors.
10. **Other Updates**: At the Lender's request from time to time, the Borrower shall provide the Lender with any other relevant updates regarding the Project.

F. COUNSEL

Counsel for the Lender and the Loan Parties with respect to the Loan is as follows:

1. **Lender's Counsel**:

Bennett Jones LLP (Attention: John van Gent)
3400 One First Canadian Place
Toronto, ON
M5X 1A4

Phone: (416) 777-6522

Fax: (416) 863-1716
Email: vanGentJ@bennettjones.com

2. **Loan Parties' Counsel:**

Louis A. Gasbarre

Devry Smith Frank LLP

95 Barber Greene Road, Suite 100


Toronto, Ontario, Canada M3C 3E9


Louis.Gasbarre@devrylaw.ca

If you are in agreement with the foregoing terms and conditions, please indicate this by signing and returning this Commitment Letter by September 30, 2022 failing which this letter shall, at the Lender's option, be deemed null and void.

Yours truly,

KINGSETT MORTGAGE CORPORATION

Per: 
Daniel Pollack (Sep 23, 2022 09:18 EDT)
Daniel Pollack
Senior Director, Mortgage
Investments

Per: 
Bryan Salazar (Sep 23, 2022 09:37 EDT)
Bryan Salazar
Managing Director, Mortgage
Underwriting & Funding

ACKNOWLEDGEMENT

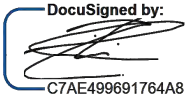
I/We hereby accept the terms and conditions of this Commitment Letter and any accompanying Schedules and each person executing this Commitment Letter on behalf of any Borrower or any Guarantors represents and warrants that he/she has the power and authority to bind such entity.

9/26/2022

Accepted and agreed as of the _____ day of _____, 20____.

BORROWER:

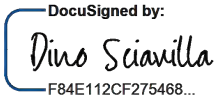
Mapleview Developments Ltd.

Per: 
DocuSigned by: C7AE499691764A8...
 Name: Gregory Zehr
 Title: Executive Chairman & Co-Founder

Per: 
DocuSigned by: F84E112CF275468...
 Name: Dino Sciavilla
 Title: President

GUARANTOR:

Dino Sciavilla

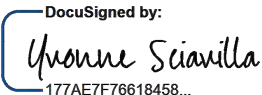
Per: 
DocuSigned by: F84E112CF275468...
 Name: _____

WITNESS

Name: _____

GUARANTOR:

Yvonne Sciavilla

Per: 
DocuSigned by: 177AE7F76618458...
 Name: _____

WITNESS

Name: _____

SCHEDULE A CONSTRUCTION INSURANCE REQUIREMENTS CHECKLIST

1. All insurance policies must be forwarded to the Lender's insurance consultant for review. The cost of such review shall be for the account of the Borrower.
2. All insurance policies shall be in form and with insurers reasonably acceptable to the Lender and contain the original signatures of the insurers (which may include being signed by certified electronic signature).
3. The Lender must be shown as First mortgagee and loss payee under the builder's risk and, where applicable, the boiler and machinery insurance policies.
4. The Lender must be shown as an additional insured under all liability policies covering the Project with respect to claims arising out of the operations of the named insured.
5. The Borrower or the Nominee, as applicable, must be shown as a named insured or additional named insured under all policies of insurance in force with respect to the Project.
6. The insurers, policy numbers, policy limits, policy term, applicable reasonable deductibles and the location of the Project as an insured location must be shown on the insurance policies.
7. The builder's risk and, where applicable, the boiler and machinery policies shall contain a standard mortgage clause in favour of the Lender.
8. All policies of insurance must provide the Lender with at least 30 days' prior written notice of adverse material change or cancellation, except for the non-payment of premium, in which case the statutory conditions may apply.
9. There needs to be evidence of builders risk insurance written on an all risk or broad form basis and may or may not be subject to the latest CCDC policy wording.
10. The builders risk insurance needs to insure 100% of the projected hard costs of the Project and not less than 25% of all Project soft costs plus 100% of any finance charges, or 100% of recurring Project soft costs.
11. There needs to be evidence of full by-law extensions, including the increased cost of construction, cost of demolition of the undamaged portion of the property and resultant loss of income.
12. There needs to be evidence of earthquake, flood and sewer back-up insurance.
13. The builders risk policy needs to include a "permission to occupy" clause and coverage for the installation, testing and commissioning of machinery and equipment, and for all central HVAC and miscellaneous electrical equipment (and production machinery where applicable) for explosion, electrical, and mechanical breakdown.
14. The builders risk policy needs to include delayed start up insurance to cover 100% of the anticipated loss of revenue for a minimum of one year, which may be incurred in the event of an insured loss, during construction.

15. The builders risk policy, where applicable, must contain a minimum DE4/LEG2 amended workmanship, design or materials exclusion working and confirmation of resulting damage is covered.

Owners Liability:

16. There must be evidence of owner's liability insurance, with a minimum limit of \$5,000,000 per occurrence or such other limit as may be agreed to by the Lender or its insurance consultant unless a wrap-up liability policy has been purchased. Coverage should include but not be limited to cross liability, severability of interest, contractual liability and sudden and accidental pollution extension.

Contractors Liability:

17. There must be evidence of contractors liability insurance, with a minimum limit of \$5,000,000 per occurrence or such other limit as may be agreed to by the Lender or its insurance consultant unless a wrap-up liability policy has been purchased. Coverage should include but not be limited to cross liability, severability of interest, contractual liability, non-owned auto, and sudden and accidental pollution extension.
18. The Borrower or the Nominee, as applicable, must be added as an additional insured under any contractor's liability insurance, but only with respects to claims arising out of the operations of the named insured.

Wrap-up Liability:

19. There must be evidence of wrap-up liability insurance, with a minimum limit of \$5,000,000 per occurrence or such other limit as may be agreed to by the Lender or its insurance consultant and provide 12/24/36 months completed operations period, cross liability, severability of interest, contractual liability, and sudden and accidental pollution extension.
20. The Borrower or the Nominee, as applicable, must be added as an additional named insured under the contractor's wrap-up liability insurance, but only with respects to claims arising out of the operations of the named insured. The Borrower or the Nominee, as applicable, and all contractors, sub-contractors, trades and consultants must be named insureds with respect to the work or operations at the Project, excluding professional liability.

Other:

21. The Lender will not accept evidence of insurance on a CSIO form, or an ACORD Form #25 (or their equivalents), due to the limitation in the wording as to its efficacy, and the restrictive cancellation provisions, unless accompanied with an additional remarks schedule/comments ACORD 101 or CSIO equivalent.
22. Evidence of professional liability (errors & omission) insurance is required for the architect and the engineer of the Project for a minimum limit of \$1,000,000 per occurrence.
23. The Lender and its insurance consultant shall receive copies of all policy "Warranties" that apply.
24. Such other insurance and the Lender and/or its insurance consultant may reasonably require given the nature of the security and that which a prudent owner of similar security would purchase and maintain or cause to be purchased and maintained.

There must be full, original, certified, endorsed copies of the insurance policies provided to the Lender as soon as available from the insurers, which certified policy copies should be available within 60 to 90 days. Signed Certificates or binders of insurance addressing the above will suffice as insurance evidence for closing purposes.

In the instance that any portion of the property insurance coverage described above has expired or been cancelled and evidence of adequate and satisfactory insurance coverage has not been provided to the Lender within 45 days (with the certified policy copies provided within 90 days) of the expiration or cancellation date, the Lender will have the option, without obligation, to place adequate and satisfactory insurance (in the Lender's sole, absolute and unfettered discretion) for the Project at the Borrower's expense.

Certificates or binders of insurance are not acceptable if they contain the words, "*This certificate is issued as a matter of information only and confers no rights upon the certificate holder*" and the words "*will endeavour to*" and "*but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives*" under the cancellation clause.

-- Insurance broker contact information and release follows on next page --

Insurance Broker Contract Information and Release

Please provide the following information for our records:

Insurance Broker:	Brokerage Name:	Masters Insurance Limited
	Contact Name:	Robert Ciccolini
	Address:	7501 Keele Street, Unit 400
		Vaughan, Ontario L4K 1Y2
	Phone #:	905-738-4164 Fax # 905-738-5143
	Email Address:	raciccolini@mastersinsurance.ca

Please provide the following information if you would like to be copied on all correspondence addressed to your Insurance Broker from IN TECH RISK MANAGEMENT INC.

Contact Number:	905-731-5069 x23
Email Address:	ramen@pacedev.ca

The Loan Parties hereby authorize the above noted Insurance Broker to release insurance information required by the Lender and its insurance consultant, IN TECH RISK MANAGEMENT INC. for this Loan and hereby authorize the Lender to release information necessary to determine insurance requirements, as needed, to IN TECH RISK MANAGEMENT INC. for the purposes of conducting an insurance review.

BORROWER:
Mapleview Developments Ltd.

Per:  _____
 Name: Dino Sciavilla
 Title: President

SCHEDULE B OTHER CONDITIONS

1. **Prohibition on Sale of Project:** Prior to repayment of the principal balance of the Loan outstanding together with all accrued and unpaid interest and all other costs secured by the Security in full on the Maturity Date or as otherwise contemplated in the Commitment Letter, the Borrower may not sell the Project, in whole or in part, save for Unit closings in the normal course of business as described in the Commitment Letter, without the Lender's prior written consent, which consent may be arbitrarily withheld, delayed and/or conditioned by the Lender. The assumption of the Loan by a purchaser of the Project, or part thereof, shall be subject to the prior written approval of the Lender, which approval may be arbitrarily withheld, delayed and/or conditioned by the Lender.
2. **Change of Ownership:** A direct or indirect change in ownership of the Borrower shall not be permitted without the Lender's prior written consent, which consent may be arbitrarily withheld, delayed and/or conditioned by the Lender.
3. **Payment of Property Taxes:** The Borrower shall pay when due to the taxing authority or authorities having jurisdiction all property taxes, local improvement rates and charges with respect to the Project.
4. **Indemnity:** The Loan Parties shall indemnify and save harmless the Lender and its officers, agents, trustees, employees, contractors, licensees or invitees from and against any and all losses, damages, injuries, expenses, suits, actions, claims and demands of every nature whatsoever arising out of the provisions of the Loan Documents, any letters of credit or letters of guarantee issued or indemnified, sale or lease of the Project and/or the use or occupation of the Project including, without limitation, those arising from the right to enter the Project from time to time and to carry out the various tests, inspections and other activities permitted by the Loan Documents.
5. **Environmental Liability:** In addition to any liability imposed on any of the Loan Parties under any of the Loan Documents, the Loan Parties shall be jointly and severally liable for any and all of the Lender's costs, expenses, damages or liabilities, including, without limitation, all reasonable legal fees, directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Project of any hazardous or noxious substances. The representations, warranties, covenants and agreements of the Loan Parties set forth in this subparagraph:
 - (a) are separate and distinct obligations from the Loan Parties' other obligations;
 - (b) survive the payment and satisfaction of the Loan Parties other obligations and the discharge of all or any of the Security;
 - (c) are not discharged or satisfied by foreclosure against the Project pursuant to the Security; and
 - (d) shall continue in effect after any transfer of the Project including, without limitation, transfers pursuant to foreclosure proceedings (whether judicial or non-judicial) or by any transfer in lieu of foreclosure.
6. **Assignability:** The Loan Documents may not be assigned, transferred or otherwise disposed of by any of the Loan Parties without the Lender's prior written consent, which consent may be arbitrarily withheld, delayed and/or conditioned by the Lender. The Loan, any of the Loan Documents or any interest in the Loan or the Loan Documents may be assigned or participated

by the Lender (and its successors and assigns), in whole or in part, without the consent of the Borrower. Except as hereinafter provided, the Borrower consents to the disclosure by the Lender to any such prospective assignee or participant of all information and documents regarding the Loan, the Loan Documents, the Project and any of the Loan Parties within the possession or control of the Lender.

7. **Information:** For purposes of this Commitment Letter, "**Information**" means all information relating to the Loan Parties and their respective affiliates or any of their respective businesses, other than any such information that is available to the Lender on a non-confidential basis prior to such receipt. Any person required to maintain the confidentiality of Information in accordance with this Commitment Letter shall be considered to have complied with its obligation to do so if such person has exercised the same degree of care to maintain the confidentiality of such Information as such person would accord to its own confidential information. In addition, from time to time the Lender publishes advertisements or announcements of completed transactions which advertisements or announcements include, but are not limited to, press releases, paid advertisements, internally displayed tombstones, social media, investor brochures or information displayed on the internet or on the Lender's intranet. The Loan Parties consent to the publication of an advertisement or announcement of the Loan and agree to allow the Lender to photograph or utilize existing photographs or artistic renderings (for unfinished projects) of the Project for possible use in internal or external marketing programs.
8. **Confidentiality of Information:** The Lender agrees to maintain the confidentiality of the Information, except that Information may be disclosed (a) to it, its affiliates and its and its affiliates' respective partners, directors, officers, employees, agents, advisors and representatives to the extent necessary to administer or enforce any of the Loan Documents, it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such Information and will be bound and instructed to keep such Information confidential, (b) to the extent requested by any regulatory authority having jurisdiction over it (including any self-regulatory authority), (c) to the extent required by any applicable law or other legal process, (d) to any other party hereto, (e) to the extent reasonable, in connection with the exercise of any remedies under any of the Loan Documents or any action or proceeding relating to any of the Loan Documents or the enforcement of rights thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to any assignee of or participant in, or any prospective assignee of or participant in, any of its rights or obligations under the Loan or any of the Loan Documents, (g) with the consent of the Borrower, or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section, or (ii) becomes available to the Lender on a non-confidential basis from a source other than any of the Loan Parties or their respective affiliates and provided such source has not, to the knowledge of the Lender, breached a duty or obligation of confidentiality owed to any of the Loan Parties or their respective affiliates, or the Lender. If the Lender is requested or required to disclose any Information pursuant to or as required by any applicable law or by an subpoena or similar legal process, the Lender shall use its reasonable commercial efforts to provide the Borrower with notice of such requests or obligation in sufficient time so that the Borrower may seek an appropriate protective order or waive the Lender's compliance with the provisions of this Section, and the Lender shall co-operate with the Borrower in obtaining any such protective order.
9. **Use of Information:** The Lender shall be entitled to use any Information to assess the ability of the Loan Parties to obtain the Loan and to evaluate the ability of the Loan Parties to meet their respective financial obligations which includes, without limitation, disclosing and exchanging Information on an on-going basis with credit bureaus, credit reporting agencies and financial institutions or their agents, or to service providers, in order to determine and verify, on an on-going basis, the continuing eligibility of the Loan Parties for the Loan and the continuing ability of the Loan Parties to meet their respective financial obligations. This use, disclosure and exchange of Information will continue until the principal balance of the Loan outstanding together with all

accrued and unpaid interest thereon and all other costs secured by the Security is repaid in full and will help protect the Loan Parties from fraud and will also protect the integrity of the credit-granting system.

10. **Right to Inspect:** The Borrower acknowledges that the Lender may inspect the Project at any time at the expense of the Borrower.
11. **Demand and Default:** Notwithstanding the Lender's right to demand repayment of the Loan at any time and for any reason, in the event of any of the Loan Parties failing to pay any amount when due or being in breach of any covenant, condition or term of any of the Loan Documents, or if any representation or warranty made by any of the Loan Parties, or any information provided by any of the Loan Parties or their respective agents is found to be untrue or incorrect in any material respect, if all or any portion of the Project in the course of construction remains unfinished and without any work being done for a period of 20 consecutive days other than as a result of force majeure, if any Event of Default as defined in the Security has occurred which is continuing, or if in the sole opinion of the Lender, a material adverse change occurs relating to any of the Loan Parties, the Project, or the risk associated with the Loan, then the Borrower shall, at the option of the Lender, be in default of its obligations to the Lender, the Lender may, at its option on notice to the Borrower, demand repayment of the principal balance of the Loan outstanding together with all accrued and unpaid interest and all other costs secured by the Security in full, cease or delay further funding, and/or may exercise any and/or all remedies available to it under the Security, at law and/or in equity. Furthermore, the Lender may, at its option, on notice to the Borrower, declare the principal balance of the Loan outstanding together with all accrued and unpaid interest and all other costs secured by the Security forthwith due and payable, whereupon the same shall be and become immediately due and payable in full.
12. **Remedies Cumulative:** No extension, postponement, forbearance, delay, or failure on the part of the Lender in the exercise of any power, right or remedy under any of the Loan Documents, at law or in equity shall operate as a waiver thereof, nor shall a single or partial exercise of any power, right or remedy preclude other or further exercise thereof or the exercise of any other power, right or remedy. Neither the acceptance of any payment nor the making of any concession by the Lender at any time during the existence of a default shall be construed as a waiver of any continuing default or of any of the Lender's rights or remedies. All of the powers, rights and remedies of the Lender shall be cumulative and may be exercised simultaneously or from time to time in such order or manner as the Lender may elect. No waiver of any condition or covenant of any of the Loan Parties or of the breach of any such covenant or condition shall be deemed to constitute a waiver of any other covenant or condition or of any subsequent breach of such covenant or condition or justify or constitute a consent to or approval by the Lender of any violation, failure or default by the applicable Loan Party of the same or any other covenant or condition contained under any of the Loan Documents.
13. **Appointment of Receiver:** Upon and during the continuance of an Event of Default, in addition to any other rights which it may have, the Loan Parties each consent to the Lender's appointment of a receiver, or a receiver and manager either privately or by court appointment, to manage the Project and do all things necessary as an owner would be entitled to do.
14. **Severability:** Each of the Loan Parties agrees that if any one or more of the provisions contained in this Commitment Letter shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Lender, not affect any or all other provisions of this Commitment Letter and this Commitment Letter shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15. **Multiple Parties:** If any of the Loan Parties is comprised of more than one person or corporation, the obligations shall be the joint and several obligations of each such person or corporation unless otherwise specifically stated herein.
16. **Time of the Essence:** Time is of the essence in this Commitment Letter.
17. **Non-Merger:** The representations, warranties, covenants and obligations herein set out in any of the Loan Documents shall not merge or be extinguished by the execution or registration of the Security but shall survive until the principal balance of the Loan outstanding together with all accrued and unpaid interest and all other amounts secured by the Security are repaid in full.
18. **Representations and Warranties:** Each of the Loan Parties will, as applicable, provide the usual representations and warranties in the Loan Documents including, without limitation (a) the accuracy of any financial statements provided to the Lender, (b) that there has been no material adverse change in the financial condition or operations, as reflected in the financial statements used to evaluate this Loan, (c) title to the Project, (d) such Loan Party's power and authority to execute and deliver the Loan Documents to which it is a party, (e) the accuracy of any documentation delivered to the Lender, (f) the accuracy of all representations and warranties made to the Lender in the Loan Documents to which it is a party, (g) that there are no pending adverse claims, no outstanding judgments, no defaults under other agreements relating to the Project, and no undefended material actions, suits or proceedings with respect to such Loan Party or the Project, (h) that such Loan Party is attending to the preservation of its assets, (i) the payment of all taxes, (j) that no consents, approvals or authorizations are necessary in connection with such Loan Party's business including without limitation, the construction of the Project, (k) that the construction of the Project is proceeding in accordance with all applicable laws, (l) that there are no other encumbrances registered against title to the lands upon which the Project is to be constructed except for Permitted Encumbrances, (m) that all necessary services are available to the Project, and (n) that no hazardous substances used, stored, discharged or present on the Project other than in accordance with all applicable laws, and will represent and warrant such other reasonable matters as the Lender or its counsel may require.
19. **Interim Occupancy Fees and Revenues:** Interim occupancy fees/revenue must be used exclusively towards Project costs or to reduce the outstanding balance of any loan secured by a first ranking mortgage of the lands upon which the Project will be constructed. Save an except as set forth in this Section, interim occupancy fees may not be used by the Borrower for any other purpose nor may they be removed from the Project as a fee, equity repatriation, dividend, interest, premium or any other form of distribution.
20. **Payment of Sales Taxes:** The Borrower accepts full responsibility for remittance and payment of any and all applicable sales tax due and the periodic submission and collection of all applicable sales tax claims and credits. The Project Budget shall include a net difference of \$Nil for applicable sales tax paid less applicable sales tax recovered and shall also include a ceiling of \$2,000,000 for Phase I and II or \$1,000,000 for Phase III, respectively, at any point in time, prior to repayment of the principal balance of the Loan outstanding together with all accrued and unpaid interest and all other costs secured by the Security in full, with respect to the permitted difference between applicable sales tax included in work-in-place less applicable sales tax recovered by the Borrower from government authorities. If the difference referred to in the previous sentence exceeds \$2,000,000 for Phase I and II or \$1,000,000 for Phase III, respectively, at any point in time prior to repayment of the principal balance of the Loan outstanding together with all accrued and unpaid interest and all other costs secured by the Security in full, the portion of the difference in excess of \$2,000,000 for Phase I and II or \$1,000,000 for Phase III, respectively, be funded by the Borrower as additional equity.

21. **Lender's Sign:** The Lender shall have the right, but shall not be obligated, at the Lender's cost, to place a sign on the Project at any time after execution of this Commitment Letter by the Borrower but prior to repayment of the principal balance of the Loan outstanding together with all accrued and unpaid interest and all other costs secured by the Security in full, which sign shall state that the Lender has assisted with the financing of the Project. The Lender, at the Lender's cost, shall be permitted to take down the sign at any time prior to repayment of the principal balance of the Loan outstanding together with all accrued and unpaid interest and all other costs secured by the Security in full, after which time the Borrower shall be permitted to take down such sign at any time at the Borrower's cost.
22. **Governing Law:** The Loan and the Loan Documents shall be governed by and construed under laws of the Province of Ontario and the federal laws of Canada as applicable therein.
23. **Modification:** No term or requirement of any of the Loan Documents may be waived or varied orally or by any course of conduct of the Borrower or anyone acting on his behalf or by any officer, employee or agent of the Lender. Any alteration or amendment to any of the Loan Documents must be in writing and signed by a duly authorized officer of the Lender and accepted by a duly authorized officer of the Borrower.
24. **Language:** Any word importing the singular or plural shall include the plural and singular respectively. If any party is comprised of more than one entity, the obligations of each of such entities shall be joint and several. Any word importing persons of either gender or firms or corporations shall include persons of the other gender and firms or corporations were the context so requires.
25. **Headings:** The headings and section numbers appearing in any of the Loan Documents are included only for convenience of reference and in no way define, limit, construe or describe the scope or intent of any provision of any of the Loan Documents.
26. **Counterparts:** Any of the Loan Documents 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 instrument.
27. **Electronic Execution:** The words "execution," "execute", "signed," "signature," and words of like import in or related to any Loan Documents to be signed in connection with the Loan shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada) and the *Electronic Commerce Act, 2000* (Ontario), or any other similar laws based on the *Uniform Electronic Commerce Act* of the Uniform Law Conference of Canada.
28. **Calculations:** All interest calculated under this Commitment Letter shall be computed based on the actual number of days elapsed in a year consisting of 365 days.
29. **Paramountcy:** In the event of any inconsistency or conflict between any of the provisions of the Commitment Letter and any provision or provisions of the Security, the provisions of the Commitment Letter will prevail.

SCHEDULE C PROJECT MONITOR MANDATE / REPORTING

LOW RISE CONSTRUCTION

GENERALLY ON THE ROLE OF THE PROJECT MONITOR:

The below aims to set out what is expected by KingSett from the Project Monitor. While the below lists our minimum requirements, we anticipate the Quantity Surveying professional will use their best judgment and provide additional information as needed to alert KingSett of any material issues as they emerge on site / during the life of the project.

MONTHLY REPORTS REQUIRED BY THE LENDER FOR WORK-IN-PLACE:

During construction of the Project the Project Monitor is to prepare **monthly** progress reports inclusive of the following information.

1. Brief description of the project
2. Comparison of the current budget to previous budgets
3. confirm all funding sources including without limitation, equity, purchaser deposits, deferrals, mezzanine financing and construction loan, as applicable;
4. confirm that Minimum Project Equity has been injected into the Project on the agreed-upon land valuation contained in the Commitment Letter and costs incurred to date;
5. confirm that the Borrower has continually maintained the Minimum Project Equity at all times;
6. Confirm the approach being taken with regards to Holdback. If the Borrower is not taking a 10% Holdback in line with the requirements of the lien act this must be noted in the report and discussed with the KingSett team.
7. If the project includes any deferred items, these must be noted in the report.
8. confirm the purchase price for the lands upon which the Project is to be constructed by reviewing the purchase and sale agreement and supporting documents;
9. review all available architectural and engineering plans and specifications for conformity with the Project Budget, along with all awarded contracts, letters of intent or tendered quotations;
10. review all environmental site assessments reports, geotechnical reports and hydrogeology reports, as applicable, and confirm that all recommendations are included within the Project Budget; any major risks / unknowns are to be highlighted.
11. review all design consultant contracts in conjunction with a review of costs incurred to date to confirm the adequacy of applicable budgets. The commentary should confirm whether are adequate funds left in the cost to complete for the contract administration phase of the project of the design team; and
12. review all sales, legal and marketing agreements in conjunction with a review of costs incurred to date to confirm the adequacy of applicable budgets and the timing of commission payments with respect thereto.

13. provide any additional recommendations as they become apparent during the Project Monitor's review and discussions with the Borrower and the Lender.
14. **List any outstanding documents that have been requested but not received.** For example, if backup to invoices have been requested but not received, this should be noted.

Project Budget, Cost-to-Date and Cost-to-Complete:

1. review the Borrower's draw request based on a Project cost report, invoices and aged payables listing, and update and confirm the cost of work completed to date including holdbacks. Specifically, the body of the report should include a section on:
 - (a) Outstanding Payables & cancelled cheque review
 - (b) Any adjustments to the project budget as a result of prices being adjusted by trades and / or new trades being contracted to complete the work (for example, new lumber supply rates affecting the budget should be documented);
 - (c) HST refunds
2. Further to the above, the QS must do a review of all the hard cost invoices to ensure amounts claimed are in line with progress on site, including all costs tied to general requirements and trade invoices (full backup of hard costs to be made available on request).
3. update the Project Budget and comment on any amendments to the Project Budget based on a review of the latest information and discussions with the Borrower;
4. review and update the Project cash flow projections and advise on any necessary revisions. Cash flow should include a reasonable forecast of the construction hard costs, and all key milestones in the project per the baseline schedule should be shown in the legend;
5. comment on the adequacy of the remaining contingency allowances;
6. review cancelled cheques to confirm that all material costs claimed in the Borrower's last draw request have been paid; and
7. receive and review a standard Statutory Declaration of Progress Payment Distribution and WSIB certificate. The QS should check that the Statutory Declaration has been signed, stamped by the commissioner and is up to date. If the statutory Declaration isn't up to date this should be flagged in the executive summary of the report.

Outstanding documents:

1. Every monthly report should have a list of outstanding documents and / or a list of documents that have been requested but not received. Examples of items we need flagged:
 - a. Statutory Declaration has not been received for the last payment
 - b. Insurance certificates are out of date
 - c. WSIB out of date
 - d. Invoice backup to Borrower's cost ledger requested but not received
 - e. Off site storage agreements are not available or inadequate.

- f. Any other material items

Site Visit:

1. conduct site inspections at the Lender's sole and absolute discretion, including photographs and commentary on all work-in-place and the status of the Project. Photos to be provided for any blocks currently under construction;
2. confirm if there are any materials stored off-site and ensure that appropriate bill of sales and off-site material documentation is provided, including a thorough review of the documents to ensure the addresses, the names of the parties and the dollar amounts are correct and in line with contractual arrangements. Please note that for off site amounts in excess of \$50,000 the QS needs to visit the site where the offsite storage materials are being retained and;
3. provide commentary on the status of physical progress on-site and whether it is progressing in accordance with the Project Schedule. Commentary should:
 - (a) Provide an overall summary of the progress on site
 - (b) Outline what has been completed since the last report was issued
 - (c) Compare actual progress to the schedule, noting how progress compares to the critical path. If the schedule is slipping, QS is to clarify how the Borrower & Construction team are addressing this.
 - (d) The report should include a table with clear milestones on a block-by-block basis, and the milestones should be no more than 2 months apart. **Milestone dates not to be changed without prior discussions with KingSett Capital.**
 - (e) Provide an updated progress matrix (sample one will be provided)

Construction:

1. review and comment on any changes to the scope of the Project or the Project Budget, including without limitation, any revised drawings if applicable;
2. identify and comment on any amendments to the construction budget to reflect approved change orders, requested change orders under review, and the impact of same on contingencies. With regards to contemplated change orders, the Quantity Surveyor should request updates on a monthly basis;
3. review any additional contracts received since the last report for completeness of scope, construction budget, and Project Schedule;
4. confirm committed costs identifying awarded contracts, letters of intent and trade quotations and provide an updated summary of major contracts still to be awarded, and a tendering schedule for such remaining un-awarded scopes of work.
5. provide commentary on the relative experience of any new major trade contractors and any requirement for bonding; and
6. review and comment on any additional new change orders over \$100,000, explaining what has caused the increase to the budget.

Monthly Progress:

1. prepare a progress calculation outlining work completed to date, work-in-place, holdback amounts, value of change orders, estimate of cost-to-complete, and recommended source of funding breakdown; and
2. reconcile any deposit use with deposits received to date.

Sales and Deposits:

1. review and analyze the Borrower's updated presale and/or deposit schedule and provide comments on any material changes from the last report; and
2. where deposits are held in trust, obtain an updated confirmation from the trustee as to the amounts held.

Permits and Approvals:

1. The QS report should note which agreements and permits have been received and, in the case where not all permits are available, identify which permits have been applied for together with the anticipated timing of receipt and the impact on construction progress, if any; and
2. confirm the amounts of any required letters of credit and whether any or all of these are duplicates of Project costs included within the Project Budget.

Insurance: review insurance provided in terms of period of coverage, insured parties, loss payable and the sum insured. If any insurance documents are out of date this should be noted in the Executive summary of the report.

Other:

1. identify any potential issues that may affect the completion of the Project in accordance with the Project Budget and the Project Schedule;
2. provide any additional recommendations as they become apparent during the Project Monitor's review and discussions with the Borrower and the Lender;
3. All Monitoring reports should include the following Appendices:
 - (a) Borrower's cost ledger / Borrower's job cost report and bank statements
 - (b) Quantity Surveyor's Capital Cost Summary (CCS)
 - (c) A reconciliation between the Quantity Surveyor's CCS and the Borrower's ledger
 - (d) A construction cost report (CCR)
 - (e) Draft Margin Calculation
 - (f) A current project schedule
 - (g) Cash flow (must be kept up to date)
 - (h) A site plan marked up showing what has been completed to date (example included as a separate attachment for reference)
 - (i) Borrower's sales report

- (j) Deposit Trust summary
- (k) The Construction Manager's invoice / Contractor's invoice. If applicable, executed copies of change orders should be included
- (l) Consultant reports (as available)
- (m) Site Photographs. Location at which site photos were taken to be clearly identified (minimum of 2 photos per block under construction)
- (n) Project Monitor's Certificate for Payment
- (o) Project Monitor Certificate / Payment Certifier's Certificate (as applicable)
- (p) Statutory Declaration and WSIB / Worksafe statement
- (q) Off site Storage Agreements (if off site storage has been claimed, please enclose in a separate appendix)
- (r) Building Permits & Development agreements (as they are received)
- (s) Contracts / Backup to costs being reported as committed (as they are received)
- (t) Insurance certificates (when updated / renewed)
- (u) A cash flow linked to construction schedule
- (v) A comprehensive accounts payable schedule

**SCHEDULE D
NOTICE TO PROPERTY TAX AUTHORITY**

Re: Urban North Towns

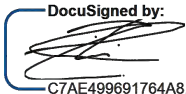
To Whom It May Concern:

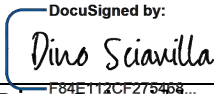
Approval is being given to release any information verbally or in writing as requested by the Lender or its affiliates regarding all matters related to taxes for the above-noted property. This is including but not limited to taxes outstanding, status of tax account, payments received and/or outstanding or copies of tax statements.

This approval will remain in full force and effect until the mortgage is paid in full.

Dated this _____ day of 9/26/2022 , 20____.

BORROWER:
Mapleview Developments Ltd.

Per: 
Name: Gregory Zehr
Title: Executive Chairman & Co-Founder

Per: 
Name: Dino Scianilla
Title: President

Project Civic Address:

Property tax information on file with KingSett

Roll Number:

(Please complete in full)

**SCHEDULE E
PRE-AUTHORIZED DEBIT ("PAD") FORM**

I/we authorize the Lender or its affiliates and the financial institution designated (or any other financial institution I/we may authorize at any time) to begin deductions as agreed herein for monthly regular recurring payment and/or one-time payments from time to time. Regular monthly interest payments will be debited from my/our specific account on the first business day of each month. The Lender will obtain my/our authorization for any other one-time or irregular debits.

This authority is to remain in effect until the Lender has received written notification from me/us of its change or termination. This change or termination notification must be received by the Lender at least ten business days before the next debit is scheduled at the address provided below.

The Lender may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least ten days prior written notice to me/us.

I/we have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any debit that is not authorized by the Lender loan agreement(s) or is inconsistent with this PAD agreement.

Borrower Name Mapleview Developments Ltd.	
Address 30 Wertheim Court, Unit 3, Building A	Province Ontario
City Richmond Hill	Postal Code L4B1B9
Phone # 905-731-5029	

FI Name Royal Bank of Canada	Institution # 003
Account # 1078666	Transit # 06032
Address 260 East Beaver Creek Road	Province Ontario
City Richmond Hill	Postal Code L4B3M3

Authorized Signature(s)	DocuSigned by: <i>Dino Sciavilla</i> F84E426F275468...
Name(s)	Dino Sciavilla

**SCHEDULE F
PROJECT BUDGET**

The approved Project Budget for Phases I & II is \$204,225,000 (or \$200,725,000 excluding \$3,500,000 of KingSett Mezz Costs) as set out below:

Phases I & II			
Uses - Project Costs	Total	Servicing	Construction
Land Costs	\$ 20,024,893	\$ 20,024,893	\$ -
Site and Servicing Costs	\$ 31,644,158	\$ 31,644,158	\$ -
Construction Costs	\$ 79,689,739	\$ -	\$ 79,689,739
Development Costs	\$ 19,814,599	\$ 1,076,892	\$ 18,737,707
Consultants	\$ 6,612,074	\$ 6,487,074	\$ 125,000
Admin / Marketing Costs	\$ 15,866,851	\$ 11,346,320	\$ 4,520,531
Financing Costs	\$ 23,217,151	\$ 19,464,451	\$ 3,752,700
KingSett Mezz Costs	\$ 3,500,000	\$ 2,500,000	\$ 1,000,000
Contingency	\$ 3,855,535	\$ 306,212	\$ 3,549,323
Total Costs	\$ 204,225,000	\$ 92,850,000	\$ 111,375,000
Source of Funds			
	Total		
Facility 1 (In0509)	\$ 43,719,480		
Facility 2 (In0523)	\$ 15,261,465		
Facility 3 (In0510)	\$ 15,000,000		
Total KingSett Exposure	\$ 73,980,945		
Purchaser Deposits	\$ 10,089,130		
Trade Credit	\$ 3,486,596		
Deferred Costs	\$ 3,150,000		
Equity / Marshall Zehr Subordinate Loan Exposure	\$ 113,518,329		
Total Source of Funds	\$ 204,225,000		

The Borrower and/or the Guarantors shall be required to finance any and all Project Budget overruns from its/their own financial resources and/or from any unadvanced portion(s) of the MarshallZehr Group Inc. Third Mortgage.

The approved Project Budget for Phase III is \$119,749,999 (or \$118,249,999 excluding \$1,500,000 of KingSett Mezz Costs) as set out below:

Phase III			
Uses - Project Costs	Total	Servicing	Construction
Land Costs	\$ 14,068,332	\$ 14,068,332	\$ -
Site and Servicing Costs	\$ 12,309,011	\$ 12,309,011	\$ -
Construction Costs	\$ 55,834,841	\$ -	\$ 55,834,841
Development Costs	\$ 15,071,911	\$ 392,276	\$ 14,679,635
Consultants	\$ 1,310,716	\$ 1,053,966	\$ 256,750
Admin / Marketing Costs	\$ 7,279,858	\$ 4,963,608	\$ 2,316,250
Financing Costs	\$ 7,959,112	\$ 4,696,862	\$ 3,262,250
KingSett Mezz Costs	\$ 1,500,000	\$ 1,000,000	\$ 500,000
Contingency	\$ 4,416,218	\$ 265,944	\$ 4,150,274
Total Costs	\$ 119,749,999	\$ 38,749,999	\$ 81,000,000
Source of Funds			
	Total		
Facility 4 (In5028)	\$ 18,062,627		
Facility 5 (In5022)	\$ 5,776,707		
Total KingSett Exposure	\$ 23,839,334		
Purchaser Deposits	\$ 7,962,950		
Trade Credit	\$ 3,345,879		
Deferred Costs	\$ 1,514,199		
Equity / Marshall Zehr Subordinate Loan Exposure	\$ 83,087,637		
Total Source of Funds	\$ 119,749,999		

The Borrower and/or the Guarantors shall be required to finance any and all Project Budget overruns from its/their own financial resources and/or from any unadvanced portion(s) of the MarshallZehr Group Inc. Third Mortgage.

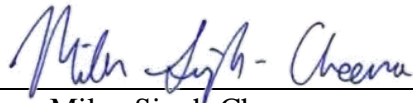
**SCHEDULE G
MINIMUM DISCHARGE AMOUNT SCHEDULE**

Phases I & II			
Unit Type	# of Lots	Minimum Discharge/f.f.	Minimum Discharge Per Lot
16 f.f. stacked	102	\$ 14,425	\$ 230,800
20 f.f. freehold	31	\$ 14,425	\$ 288,500
22 f.f. freehold	39	\$ 14,425	\$ 317,350
15 f.f. back-to-back	100	\$ 14,425	\$ 216,375

Phase III			
Unit Type	# of Lots	Minimum Discharge/f.f.	Minimum Discharge Per Lot
20 f.f. freehold	48	\$ 14,425	\$ 288,500
22 f.f. freehold	31	\$ 14,425	\$ 317,350
15 f.f. back-to-back	96	\$ 14,425	\$ 216,375
16 f.f. condo/row	34	\$ 14,425	\$ 230,800

**T
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B
C**

THIS IS **EXHIBIT "C"** REFERRED TO IN THE AFFIDAVIT
OF DANIEL POLLACK, SWORN BEFORE ME THIS
14TH DAY OF MARCH, 2024.



Milan Singh-Cheema
A Commissioner for taking Affidavits
(or as may be)

GUARANTEE

THIS GUARANTEE made as of the 30th day of November, 2022.

B E T W E E N:

DINO SCIAVILLA and YVONNE SCIAVILLA

(collectively, the "Guarantors" and each a "Guarantor")

OF THE FIRST PART

- and -

KINGSETT MORTGAGE CORPORATION

(the "Lender")

OF THE SECOND PART

WHEREAS Mapleview Developments Ltd. (the "**Mortgagor**"), as mortgagor, has granted a mortgage (the "**Mortgage**") to and in favour of the Lender, as mortgagee, of the lands and premises charged therein (the "**Lands**"), notice of which was registered on the date hereof in the Land Registry Office for the Land Titles Division of Barrie (No. 51) to secure the payment of principal, interest and other monies and the performance of all obligations arising thereunder, as amended, modified, supplemented or replaced from time to time;

AND WHEREAS each Guarantor will benefit from extension of the Loan Indebtedness to the Mortgagor and the Lender has stipulated that the Guarantors enter into this Guarantee as a further continuing and collateral security for the payment of the Loan Indebtedness and observance and performance of the Loan Obligations,

NOW THEREFORE IN CONSIDERATION of the recitals, the Lender extending the Loan Indebtedness and for such other good and valuable consideration received by the Guarantors, the receipt and adequacy of which is acknowledged by each Guarantor, each Guarantor agrees with the Lender as follows:

ARTICLE 1

DEFINITIONS, INTERPRETATION

1.1 Definitions

In this Guarantee capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Mortgage. Otherwise, in this Guarantee:

- (a) "**Indebtedness**", in respect of any Person, is used in its most comprehensive sense and includes any and all advances, debts, duties, endorsements, guarantees, liabilities, obligations, responsibilities and undertakings of such Person at any time

assumed, incurred or made, however arising, whether or not now due, absolute or contingent, liquidated or unliquidated, direct or indirect, and whether such Person is liable individually or jointly with others, irrespective of the regularity or validity thereof or of any security therefor;

- (b) "**Loan Indebtedness**" means any Indebtedness from time to time of the Mortgagor and any of the other Covenantors to the Lender arising under any of the Loan Documents; and
- (c) "**Loan Obligations**" means the obligations of the Mortgagor and any of the other Covenantors arising under the Loan Documents.

1.2 Interpretation

For the purposes of this Guarantee, all references to the singular include the plural where the context so admits, the masculine to include the feminine and neuter gender and, where necessary, a body corporate, and vice versa.

1.3 Headings

In this Guarantee, the headings have been inserted for reference only and shall not define, limit, alter or enlarge the meaning of any provision of this Guarantee.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Guarantors

Each Guarantor makes the following representations and warranties to the Lender which will continue to be true and correct as long as any Loan Indebtedness remains unpaid:

- (a) each Guarantor is executing and delivering this Guarantee at the sole and exclusive request of the Mortgagor;
- (b) each Guarantor has derived or expects to derive financial and other advantage from the Loan Indebtedness;
- (c) no Guarantor has received or relied on any representation from the Lender or any agreement or undertaking with the Lender or any officer, employee or agent of the Lender, except as expressly set out in this Guarantee;
- (d) as of the date noted herein the Mortgagor has furnished each Guarantor with all financial and other information and copies of all agreements and documents such Guarantor has requested concerning the Mortgagor, any of the other Covenantors, the Lands, the Loan Documents, the Loan Indebtedness, the Loan Obligations and the nature and extent of the risk each Guarantor incurs under this Guarantee;

- (e) each Guarantor has established means satisfactory to it of obtaining from the Mortgagor, independently of the Lender, such other information and copies of all agreements and other writings such Guarantor deems desirable concerning the Mortgagor, any of the other Covenantors, the Lands, the Loan Documents, the Loan Indebtedness, the Loan Obligations, the Mortgagor's and any of the other Covenantors' relationship with the Lender and the nature and extent of the risk each Guarantor incurs under this Guarantee;
- (f) each Guarantor has the full power to enter into this Guarantee, is mentally competent as of the date hereof and is freely executing this Guarantee without any fear, threat, influence, duress or compulsion of, from or by any other person; and
- (g) this Guarantee has been duly executed and delivered, as the case may be, by each Guarantor, and constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by the availability of equitable remedies and the effect of bankruptcy, insolvency or similar laws affecting the enforcement of creditors rights generally), is (or will be immediately upon the execution thereof by such person) in full force and effect, and each Guarantor has performed and complied in all material respects with all the terms, provisions, agreements and conditions set forth herein and therein and required to be performed or complied with by each Guarantor.

ARTICLE 3 **COVENANTS**

3.1 Covenants

Each Guarantor unconditionally, absolutely and irrevocably covenants and agrees with the Lender:

- (a) in addition to and separate and distinct from its agreements in Subsections 3.1(b) and 3.1(c), to guarantee to the Lender the repayment by the Mortgagor and any Covenantors of the Loan Indebtedness and to guarantee to the Lender the punctual performance of the Loan Obligations;
- (b) in addition to and separate and distinct from its agreements in Subsections 3.1(a) and 3.1(c), to indemnify and save harmless the Lender from and against all loss, damage, expenses, costs and liability whatsoever which shall arise from or be caused by the default or breach by the Mortgagor and any of the other Covenantors with respect to the repayment of the Loan Indebtedness and the performance of the Loan Obligations;
- (c) in addition to and separate and distinct from its agreements in Subsections 3.1(a) and 3.1(b), as primary obligor and not as guarantor, to repay the Loan Indebtedness and to perform the Loan Obligations;
- (d) that it will not accept from the Mortgagor at any time prior to the repayment in full of all Loan Indebtedness; (i) the repayment of any loans (principal or interest) to,

- (ii) the redeeming or purchase of any of shares, units or partnership interests held by or on behalf of, (iii) the payment of any compensation, fee or other amount to, or (iv) the payment of any distributions or dividends or return on partnership or shareholder investment to, in each case, any Guarantor or any shareholder, unitholder or partner of the Guarantor, save and except for those development, marketing and/or construction fees specifically approved in writing by the Lender and included in the Project Budget prepared by the Project Monitor; and
- (e) that it will not compensate any person who is a sponsor of the Project or any other non-arms length parties at any time prior to the repayment in full of all Loan Indebtedness, save and except for those development, marketing and or construction fees specifically approved in writing by the Lender and included in the Project Budget prepared by the Project Monitor.

3.2 Nature of Obligations of Guarantors

Each Guarantor covenants and agrees with the Lender that:

- (a) except as expressly set out in this Guarantee the obligations and liabilities of each Guarantor under this Guarantee will be irrevocable and as long as any of the Loan Indebtedness remains unpaid, will continue and be of full force and effect and will not be terminated or in any manner affected, and no right of the Lender under this Guarantee will in any manner be prejudiced or impaired by:
 - (i) the dissolution, winding-up or other cessation of existence of the Mortgagor or any of the other Covenantors or the institution of any proceeding relating thereto, any continuance, reorganization or change in the business, directors, management, objects, organization or shareholders of the Mortgagor or any of the other Covenantors, the amalgamation of the Mortgagor or any of the other Covenantors with another corporation, the sale or disposal of or appointment of a liquidator, receiver, receiver-manager, receiver and manager or trustee in respect of any of the assets or undertaking of the Mortgagor or any of the other Covenantors, any distribution of the assets of the Mortgagor or any of the other Covenantors on any arrangement, bankruptcy, composition insolvency, liquidation, receivership, reorganization or other similar proceeding or occurrence, any assignment by the Mortgagor or any of the other Covenantors for the benefit of creditors, any other marshalling of any of the assets of the Mortgagor or any of the other Covenantors or any other act or event which constitutes a novation of any obligation or liability of the Mortgagor or any of the other Covenantors in respect of the Loan Indebtedness and the Loan Obligations, whether by substitution of the obligations or liabilities of any other person in place of those of the Mortgagor or any of the other Covenantors or otherwise;
 - (ii) any obligation or liability of the Mortgagor or any of the other Covenantors, whether in respect of the Loan Indebtedness, the Loan Obligations or

otherwise, any Guarantor, whether under this Guarantee or otherwise or any agreement or instrument evidencing any such obligation or liability at any time being unenforceable;

- (iii) any defect in, omission from, failure to file or register, or defective filing or registration of any document under which the Lender has taken security for payment of the Loan Indebtedness or for performance of the Loan Obligations, or any failure or loss in respect of any such security of the Lender, whether arising in connection with the fault of the Lender or otherwise;
 - (iv) any issue or levy by any administrative, government, judicial or other authority or arbitrator of any award, execution, injunction, judgment, order, attachment, writ or similar process against the Mortgagor or any of the other Covenantors, whether in respect of the Loan Indebtedness, the Loan Obligations or otherwise;
 - (v) any occurrence or non-occurrence of any other act or event which would result in termination, discharge, limitation, merger, novation, reduction or release of any Guarantor or of any of its obligations or liabilities under this Guarantee or which would otherwise prejudice or impair any right of the Lender under this Guarantee; or
 - (vi) any sale, transfer, agreement to sell or other disposition of the Lands by the Mortgagor;
- (b) the obligations and liabilities of each Guarantor under this Guarantee are absolute and independent of and not in consideration of or conditional on any other obligation or liability of any Guarantor, the Mortgagor or any of the other Covenantors, whether in respect of the Loan Indebtedness, the Loan Obligations or otherwise, or any prior notice or protest to, demand upon or action, suit or other proceeding against the Mortgagor or any of the other Covenantors. The Lender may bring or prosecute a separate action, suit or other proceeding against any Guarantor whether it is brought or prosecuted against the Mortgagor or any of the other Covenantors or whether the Mortgagor or any of the other Covenantors is joined;
- (c) this Guarantee will be binding in respect of any modification or renewal of the Loan Indebtedness or the Loan Obligations by the Mortgagor, any of the other Covenantors or any subsequent owner of the Lands, whether or not each Guarantor has consented to same and whether or not such modification or renewal constitutes an adverse or material alteration of such Guarantor's obligations under this Guarantee; and
- (d) any part payment by the Mortgagor and/or any of the other Covenantors of any of the Loan Indebtedness or part performance of any of the Loan Obligations that operates to extend any statute of limitations or law of prescription as to the

Mortgagor and/or any of the other Covenantors will operate to extend such statute of limitations or law of prescription as to each Guarantor to the extent permitted by applicable law.

3.3 Authorizations

Each Guarantor authorizes the Lender, in the sole discretion of the Lender, without notice to or demand on the Guarantors and without in any manner affecting any obligation or liability of any Guarantor under this Guarantee or any security furnished to the Lender by any Guarantor in connection with the Loan Indebtedness and the Loan Obligations or prejudicing or impairing any right of the Lender under this Guarantee, from time to time to:

- (a) adjust, compromise, extend, modify, accelerate, renew or otherwise change the time, form or manner for payment of or any term in respect of the Loan Indebtedness or the Loan Obligations, including, without limitation, increasing or decreasing the rate of interest, changing the method of calculation of interest, extending the term, or altering the periodic payments;
- (b) take any security for payment of the Loan Indebtedness or for performance of the Loan Obligations and enforce, exchange, perfect, release, subordinate, subrogate, substitute, surrender, waive or take advantage of or defer or waive taking, perfecting, enforcing or otherwise taking advantage of any such security and apply such security and direct the manner of sale as the Lender determines in its sole discretion;
- (c) compromise, release, substitute, delay or waive the exercise of any right or remedy against the Mortgagor, any Guarantor or any of the other Covenantors liable in respect of the Loan Indebtedness and the Loan Obligations;
- (d) grant any other indulgence to the Mortgagor or any of the other Covenantors liable in respect of the Loan Indebtedness and the Loan Obligations and deal with all or any of such persons as the Lender sees fit;
- (e) accept payment of any Loan Indebtedness from the Mortgagor or any of the other Covenantors incurred by the Mortgagor or any of the other Covenantors after the execution of this Guarantee;
- (f) apply any payment by, recovery from or credit, deposit or offset due to, or any funds realized from any security furnished to the Lender by the Mortgagor, any Guarantor or any of the other Covenantors liable in respect of the Loan Indebtedness and the Loan Obligations, to any Indebtedness, whether in respect of the Loan Indebtedness, the Loan Obligations or otherwise of the Mortgagor, any Guarantor or any of the other Covenantors to the Lender, as the case may be, in such manner and at such times as the Lender in its sole discretion determines;
- (g) otherwise deal with the Mortgagor, any Guarantor or any of the other Covenantors or the Loan Indebtedness, the Loan Obligations or any security provided to the

Lender by the Mortgagor, any Guarantor or any of the other Covenantors as the Lender deems appropriate; and

- (h) impose a lien on or set off any money, security or other property of any Guarantor at any time in the possession of or on deposit with the Lender, whether held in a special account or on deposit or for safekeeping or otherwise, against any payment due from such Guarantor to the Lender under this Guarantee.

3.4 Waiver

Subject to compliance with applicable laws by the Lender, each Guarantor unconditionally waives:

- (a) any right to receive from the Lender any communication with respect to the Loan Indebtedness, the Loan Obligations or any other obligation or liability of any Guarantor under this Guarantee, or of any of the other Covenantors liable in respect of any of the Loan Indebtedness or the Loan Obligations, including, without limitation:
 - (i) any notice of the creation or existence of any Indebtedness, the intention of the Lender to act on or in reliance on any obligation or liability of the Guarantor, whether under this Guarantee or otherwise, or of any of the other Covenantors, or any default by or non-observance of any obligation of the Mortgagor, any Guarantor or any of the other Covenantors;
 - (ii) any communication of any information known by the Lender relating to the financial condition of the Mortgagor or any of the other Covenantors or to any other circumstance bearing upon the risk of non-payment under the Loan Indebtedness or non-performance of any of the Loan Obligations; or
 - (iii) any demand for performance, notice of dishonour, notice of protest, presentment or protest relating to any obligation or liability of the Mortgagor, any Guarantor or any of the other Covenantors liable in respect of the Loan Indebtedness or the Loan Obligations;
- (b) any right to require the Lender to:
 - (i) proceed against the Mortgagor, any Guarantor or any of the other Covenantors liable in respect of the Loan Indebtedness or the Loan Obligations, including, without limitation, any right or benefit of discussion or division;
 - (ii) proceed against or exhaust any security furnished to the Lender by the Mortgagor, any Guarantor or any of the other Covenantors;
 - (iii) first apply any property or assets of the Mortgagor or any of the other Covenantors to the discharge of the Loan Indebtedness and the Loan Obligations or to marshal in favour of any Guarantor; or

- (iv) pursue or exercise any other right or remedy of the Lender whatsoever;
- (c) as long as any of the Loan Indebtedness remains unpaid or any of the Loan Obligations have not been performed, any right of subrogation to or any right to enforce any right or remedy of the Lender in respect of the Mortgagor or any of the other Covenantors or any security provided to the Lender by the Mortgagor or any of the other Covenantors or any benefit of or right to participate in any such security; and
- (d) any defence arising out of or in connection with:
 - (i) any absence, impairment or loss of any right of contribution, reimbursement or subrogation or any other right or remedy of any Guarantor in respect of the Mortgagor or any of the other Covenantors;
 - (ii) any disability, incapacity or other defence available to the Mortgagor or any of the other Covenantors liable in respect of the Loan Indebtedness or the Loan Obligations, or any cessation from any cause whatsoever of any obligation or liability of the Mortgagor or any of the other Covenantors in respect of the Loan Indebtedness or the Loan Obligations; or
 - (iii) any other circumstance which might otherwise constitute a defence to any action, suit or other proceeding against any Guarantor, whether under this Guarantee or otherwise.

3.5 Bankruptcy, etc.

In the event of any distribution of any of the assets of the Mortgagor, any Guarantor or any of the other Covenantors, any arrangement, bankruptcy, composition, execution, sale, insolvency, liquidation, receivership, reorganization or other similar proceeding or occurrence, any proceeding for the dissolution, liquidation, winding-up or other cessation of existence of the Mortgagor or any of the other Covenantors, voluntary or involuntary, whether or not involving bankruptcy or insolvency proceedings, any assignment by the Mortgagor or any of the other Covenantors for the benefit of creditors or any other marshalling of any of the assets of any such person:

- (a) no obligation or liability of any Guarantor under this Guarantee will be terminated or in any manner affected and no right of the Lender under this Guarantee will in any manner be prejudiced or impaired by same or by any omission by the Lender to prove its claim or its full claim and the Lender may prove such claim as it sees fit and may refrain from proving any claim and may value or refrain from valuing any security held by the Lender; and
- (b) if any of the Loan Indebtedness is unpaid or if any of the Loan Obligations has not been performed, the Lender has the right to include in any claim made by it all sums paid by any Guarantor, whether under this Guarantee or otherwise, and to prove and rank for and receive dividends in respect of such claim, all right to prove and rank for such sums paid by such Guarantor and to receive the full amount of all

dividends in respect thereof, which are hereby assigned and transferred by each Guarantor to the Lender.

ARTICLE 4

SUBORDINATION

4.1 Subordination of Indebtedness

Each Guarantor defers, postpones and subordinates in the manner set out in this Article all of the Indebtedness from time to time of the Mortgagor and any of the other Covenantors to such Guarantor, to all of the Loan Indebtedness and each Guarantor assigns and transfers to the Lender every right of such Guarantor relating to the Indebtedness.

4.2 Payment of Indebtedness

Any right of any Guarantor to receive any payment on account of Indebtedness of the Mortgagor and any of the other Covenantors to any Guarantor will be subordinated to any right of the Lender to receive any payment of the Loan Indebtedness and no Guarantor shall:

- (a) commence any action, take any proceeding, collect or receive any payment upon, by set off or counterclaim or in any other manner, any of the Indebtedness of the Mortgagor and any of the other Covenantors to any Guarantor;
- (b) assign, charge, mortgage, pledge, sell, transfer or otherwise encumber or give a security interest in any of the Indebtedness of the Mortgagor and any of the other Covenantors to any Guarantor;
- (c) enforce or apply any security now or hereafter furnished by the Mortgagor and any of the other Covenantors to any Guarantor; or
- (d) incur any Indebtedness to or receive any loan, advance or gift from the Mortgagor or any of the other Covenantors.

4.3 Payment in Trust

If an Event of Default has occurred which is continuing, and any payment or distribution of assets of the Mortgagor and any of the other Covenantors are made to any Guarantor on account of the Indebtedness to which such Guarantor would be entitled except for this Article 4, such payment or distribution will be received by such Guarantor in trust for the benefit of the Lender, and such Guarantor shall forthwith pay same to the Lender for application to the Loan Indebtedness.

ARTICLE 5
MISCELLANEOUS

5.1 Payments

All payments required to be made by any Guarantor to the Lender under this Guarantee will be made at the address of the Lender set out in Section 5.12 (or at any other place specified by the Lender by written notice to such Guarantor) in immediately available funds in lawful Canadian currency, without any set off, counter claim or deduction.

5.2 Guarantors to Keep Informed

As long as any of the Loan Indebtedness is unpaid or the Loan Obligations have yet to be performed in full each Guarantor assumes responsibility for keeping itself informed of the financial condition of the Mortgagor and any of the other Covenants and of all other circumstances bearing on the risk it incurs under this Guarantee.

5.3 Lender's Records

The records of the Lender as to the Loan Indebtedness, the Loan Obligations or any failure by the Mortgagor or any of the other Covenants to make full and punctual payment or performance when due are conclusive evidence of the relevant facts without further proof.

5.4 Release

Upon payment in full of the Loan Indebtedness and the satisfaction of all of the Loan Obligations, this Guarantee shall terminate and the Lender shall, upon the receipt of a request in writing from the Guarantors and at each Guarantor's reasonable expense, provide such releases and other documents as the Guarantors may reasonably request evidencing the termination of this Guarantee.

5.5 Failure of Indulgence Not Waiver

No extension of time, waiver, or other indulgence given by the Lender to any Guarantor, or anyone claiming under such Guarantor, shall in any way affect or prejudice the rights of the Lender against such Guarantor or any other Covenantor. Each power and right under this Guarantee is cumulative and is in addition to and not in substitution for any other rights and remedies at law, or in equity or otherwise.

5.6 Modification

No modification or waiver of this Guarantee is binding on the Lender unless made in writing and signed by a duly authorized officer of the Lender.

5.7 Entire Agreement

On execution and delivery by each Guarantor, this Guarantee is deemed to be finally executed and delivered by each Guarantor to the Lender and is not subject to or affected

by any condition as to the receipt by the Lender of any of the other Security Documents or as to the execution and delivery by any of the other Covenantors to the Lender of any other Loan Documents, nor by any promise or condition affecting the liability of any Guarantor. No agreement, promise, representation or statement by the Lender or any of its officers, employees or agents unless in this Guarantee forms part of this Guarantee, has induced the making of it or affects the liability of any Guarantor and the Mortgagor under it.

5.8 Severability

If any Section or part thereof of this Guarantee is invalid or unenforceable for any reason, then such Section or part thereof will be severable from this Guarantee and will not affect the validity or enforceability of any other part of this Guarantee.

5.9 Non-Merger

The giving of this Guarantee is by way of additional and collateral security for the payment of the Loan Indebtedness and the performance of the Loan Obligations and not in substitution for or in satisfaction thereof, and the Commitment Letter, the Mortgage or any of the other Loan Documents shall not be merged hereby and in case of an Event of Default that is continuing, proceedings may be taken under this Guarantee, the Mortgage, or any of the other Security Documents or any one or more of them at the option of the Lender.

5.10 Paramountcy

The provisions of any agreement between any Guarantor and the Lender in connection with the Loan Indebtedness, including but not limited to any loan application in respect thereof, the Mortgage and all of the other Loan Documents, shall form part of this Guarantee except where inconsistent with the provisions hereof. In the case of any inconsistency between this Guarantee and the Mortgage, the provisions of the Mortgage shall prevail.

5.11 Assignability

Each Guarantor hereby consents to the Lender assigning, transferring or selling all or any portion of its interest under this Guarantee in connection with the proportionate assignment, transfer or sale of its interest in the Loan Indebtedness and the Loan Obligations. Without limiting the foregoing, the Lender may enter into participation, contending or syndication agreements with other lenders in connection with this Guarantee, the Loan Indebtedness and the Loan Obligations. The Lender may provide information of a financial or other nature to any prospective assignee, transferee, purchaser or other lenders concerning any Guarantor, this Guarantee, the Loan Indebtedness and the Loan Obligations.

5.12 Notices

Any notice, demand, approval, consent, information, agreement, offer, payment, request or other communication to be given under or in connection with this Guarantee shall be in writing and shall be delivered by personal delivery, prepaid courier service, postage prepaid registered mail or by electronic or digital transmission to the relevant party, addressed:

(a) to the Guarantors:

30 Wertheim Court, Building A, Suite 3
Richmond Hill, Ontario
L4B 1B9

Attention: Dino Sciavilla
Email: dino@pacedev.ca
Facsimile: 905-731-5296

with a copy to the Guarantors' solicitors at

Devry Smith Frank LLP
95 Barber Greene Road, Suite 100
Toronto, Ontario
M3C 3E9

Attention: Louis Gasbarre
Email: louis.gasbarre@devrylaw.ca
Facsimile: 416-446-3318

(b) to the Lender:

Scotia Plaza
40 King Street West, Suite 3700
Toronto, Ontario
M5H 3Y2

Attention: Scott Coates
Email: SCoates@kingsettcapital.com
Facsimile: 416-687-6701

and such notice or other communication shall be deemed to have been given and received on the day on which it was delivered personally or by courier, or transmitted by electronic or digital transmission (or, if such day is not a business day or if delivery or transmission is made on a business day after 5:00 p.m. at the place of receipt, then on the next following business day) or, if mailed, on the third (3rd) business day following the date of mailing; provided, however, that if at the time of mailing or within three (3) business days thereafter there is or occurs a labour dispute or other event which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of recorded electronic communication as aforesaid. Each party may change its address for notice by providing notice of same in accordance with the foregoing.

5.13 Expenses, Fees and Indemnity

Each Guarantor will pay to the Lender all reasonable costs, charges and expenses, including all administrative fees, legal fees and professional fees, incurred by the Lender in

connection with the collection of any amount payable under this Guarantee by any Guarantor to the Lender. Each Guarantor shall indemnify the Lender against all claims, loss or damages arising out of or in connection with any breach or default by any Guarantor under this Guarantee.

5.14 Applicable Law

This Guarantee and the rights and obligations of the Guarantors and the Lender under it are governed by and construed according to the laws of the jurisdiction in which the Lands are situate (the "**Province**") and the laws of Canada applicable therein.

5.15 Time of the Essence

Time is of the essence of this Guarantee.

5.16 Execution by the Lender

This Guarantee need not be executed by the Lender to be binding on and to enure to the benefit of the Lender.

5.17 Counterparts

This Guarantee may be executed or executed electronically and delivered in any number of counterparts, each of which when so executed or executed electronically and delivered shall be an original, but all of which taken together shall constitute one and the same instrument. It shall not be necessary in making proof of this Guarantee to produce or account for more than one such counterpart. Transmission of executed or electronically executed copies of this Guarantee whether or not in counterpart, by facsimile or other electronic transmission, shall be deemed to have the same effect as delivery of an original executed copy to the party receiving the transmission.

5.18 Further Assurances

Each Guarantor will promptly do all further acts and execute and deliver further documents as may be reasonably required to carry out the terms or intent of this Guarantee.

5.19 Successors and Assigns

This Guarantee is binding on and enures to the benefit of the Lender and the Guarantors and their respective executors, administrators, successors and permitted assigns and to any Person to whom the Lender may grant any participation in this Guarantee, the Loan Indebtedness or any of the Loan Obligations or any power, remedy or right of the Lender under this Guarantee or any of the Lender's interest herein or in the Loan Indebtedness and the Loan Obligations.

5.20 Multiple Parties

This Guarantee will be read with all necessary grammatical changes and each reference to the Guarantors includes each and every such Person. All covenants and agreements herein of the Guarantors are the joint and several covenants and agreements of each such Person. If the Lender consists of more than one party, this Guarantee will be read with all necessary grammatical changes and each such party or any one or more of them is entitled to enforce each right and remedy of the Lender under this Guarantee.

-- signatures follow on next page --

IN WITNESS WHEREOF each Guarantor has executed this Guarantee as of the date and year first written above.

DocuSigned by:
Laura Anastasi
C9712B85BCB9495...
Witness: _____

DocuSigned by:
Dino Scianilla
E27703CC45A888E
DINO SCIAVILLA

DocuSigned by:
Laura Anastasi
C9712B85BCB9495...
Witness: _____

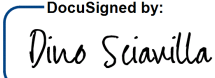
DocuSigned by:
Yvonne Scianilla
17728E7E76C18458
YVONNE SCIAVILLA

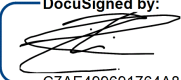
ACCEPTANCE OF SUBORDINATION

The undersigned, for good and valuable consideration (the receipt and sufficiency of which is acknowledged), accepts and consents to the provisions of Article 4 of the Guarantee to which this acceptance is attached and agrees to be bound by its provisions and to recognize all priorities and other rights granted to the Lender and to pay the Lender in accordance therewith.

DATED as of the date of the Guarantee.

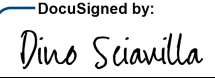
MAPLEVIEW DEVELOPMENTS LTD.

Per: 
 Name: Dino Scianilla
 Title: President

Per: 
 Name: Gregory Zehr
 Title:

I/We have authority to bind the Corporation

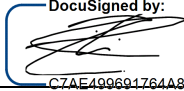
PACE MAPLEVIEW LTD.

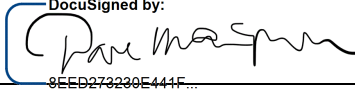
Per: 
 Name: Dino Scianilla
 Title: President

Per: _____
 Name: _____
 Title: _____

I/We have authority to bind the Corporation

2552741 ONTARIO INC.

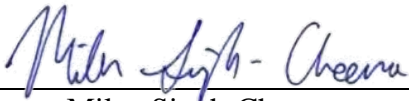
Per: 
Name: Gregory Zehr
Title:

Per: 
Name: David Marshall
Title:

I/We have authority to bind the Corporation

**T
A
B
D**

THIS IS **EXHIBIT "D"** REFERRED TO IN THE AFFIDAVIT
OF DANIEL POLLACK, SWORN BEFORE ME THIS
14TH DAY OF MARCH, 2024.



Milan Singh-Cheema
A Commissioner for taking Affidavits
(or as may be)

MORTGAGE

MAPLEVIEW DEVELOPMENTS LTD. having an office at 30 Wertheim Court, Building A, Suite 3, Richmond Hill, Ontario L4B 1B9 (hereinafter referred to as the "**Mortgagor**") being registered as owner of an estate in fee simple in possession of the Property;

IN CONSIDERATION of the sum of \$132,500,000.00 of lawful money of Canada, (the "**Principal Amount**"), or any portion thereof, lent to the Mortgagor by **KINGSETT MORTGAGE CORPORATION**, having an office at Scotia Plaza, 40 King Street West, Suite 3700, Toronto, Ontario M5H 3Y2 (hereinafter referred to as the "**Mortgagee**"), the Mortgagor **HEREBY COVENANTS WITH** the Mortgagee as follows:

DEFINITIONS

1. The terms defined below shall have the indicated meanings unless the context expressly or by necessary implication requires otherwise:
 - (a) "**Assessments**" has the meaning ascribed thereto in Section 14(b);
 - (b) "**Budgeted Project Costs**" means the Project Costs as set out in the Project Budget;
 - (c) "**Commitment Letter**" means the amended and restated commitment letter dated as of September 23, 2022 between, inter *alios*, the Mortgagor and the Mortgagee, as amended, varied, supplemented, restated, renewed or replaced at any time and from time to time;
 - (d) "**Construction Completion**" means total completion of the construction of the Project in accordance with the Plans and Specifications and applicable laws, including payment in full of all Project Costs, and expiry of all applicable construction lien periods arising without there being any outstanding construction liens claims against the Project or the interest of the Mortgagor, the Guarantors or any of the other Covenantors therein (including the requirement that the general contract or construction management contract, as the case may be, is deemed to be substantially performed or completed pursuant to the relevant respective provisions of the *Construction Act* (Ontario));
 - (e) "**Contingency Amount**" means, without duplication, with respect to any line item of Project Costs in the Project Budget the amount, if any, of any contingency provided in the Project Budget relating thereto;
 - (f) "**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise;
 - (g) "**Cost Overruns**" means all Project Costs in excess of Budgeted Project Costs (which, for greater certainty, includes any Contingency Amount);
 - (h) "**Covenantors**" means, collectively, the Mortgagor or any joint debtor or any obligor to the Mortgagee in connection with repayment of the Loan Indebtedness or the performance of the Loan Obligations;
 - (i) "**Discharge Fee**" has the meaning ascribed thereto in Section 24;
 - (j) "**Event of Default**" has the meaning ascribed thereto in Section 31;
 - (k) "**Extension Fee**" means a \$210,000.00 (0.20% of the Maximum Loan Amount) fee;
 - (l) "**Facility 1**" means a portion of the total Maximum Loan Amount in the amount of \$43,719,480.00;
 - (m) "**Facility 2**" means a portion of the total Maximum Loan Amount in the amount of \$15,261,465.00;
 - (n) "**Facility 3**" means a portion of the total Maximum Loan Amount in the amount of \$15,000,000.00

- (o) "**Facility 4**" means a portion of the total Maximum Loan Amount in the amount of \$5,286,418.00;
- (p) "**Facility 5**" means a portion of the total Maximum Loan Amount in the amount of \$18,062,627.00;
- (q) "**Facility 6**" means a portion of the total Maximum Loan Amount in the amount of \$5,776,707.00;
- (r) "**Facility 7**" means a portion of the total Maximum Loan Amount in the amount of \$2,655,415.00;
- (s) "**Governmental Authority**" means the government of Canada or any other nation, or of any political subdivision thereof, whether state/provincial or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any supra-national bodies such as the European Union or the European Central Bank and including a Minister of the Crown, Superintendent of Financial Institutions or other comparable authority or agency;
- (t) "**Hard Costs**" means amounts expended or to be expended for work, services or materials done, performed, placed or furnished in the construction of the Project which would be subject to a Holdback Amount (excluding any Soft Costs which would be the subject of a Holdback Amount);
- (u) "**Hazardous Substance**" means any radioactive materials, asbestos materials, urea formaldehyde, underground or aboveground tanks, pollutants, contaminants, liquid waste, industrial waste, hauled liquid waste, deleterious substances, corrosive or toxic substances, hazardous wastes, hazardous materials, hazardous substances, special waste or waste of any kind or any other substance, the storage, manufacture, disposal, treatment, generation, use, transport, remediation or release into the environment of which is now or hereafter prohibited, controlled or regulated under any applicable environmental law;
- (v) "**Holdback Amount**" means an amount equal to the amount of the holdback or holdbacks required by the Construction Act (Ontario) which the Mortgagor or any of the other Covenantors, at the time of determination:
 - (i) has retained or ought to have retained from previous payments made pursuant to any provisions of an existing contract pursuant to which an encumbrance under such statute could arise against the Project; and
 - (i) will be required to retain from any payment currently due or about to become due pursuant to such a contract,whether or not any such payment is made from credit extended by the Mortgagee to the Mortgagor, any of the other Covenantors or the Guarantors or such other amount as may be agreed upon between the Mortgagor or any of the other Covenantors and the Mortgagee. Notwithstanding the foregoing, in determining the amount of the Holdback Amount at any time, there shall not be included therein any amount which as of a previous time was included in the holdback which the Mortgagor or any of the other Covenantors retained pursuant to such statute, but which has subsequently been paid out by the Mortgagor in accordance with such statute;
- (w) "**Indebtedness**", in respect of any Person, is used in its most comprehensive sense and includes any and all advances, debts, duties, endorsements, guarantees, liabilities, obligations, responsibilities and undertakings of such Person at any time assumed, incurred or made, however arising, whether or not now due, absolute or contingent, liquidated or unliquidated, direct or indirect, and whether such Person is liable individually or jointly with others, irrespective of the regularity or validity thereof or of any security therefor;

- (x) **"Interest Adjustment Date"** means the first day of the calendar month following the calendar month in which the initial advance of all or any portion of the Loan Indebtedness is made, unless such initial advance takes place on the first day of a calendar month, in which case the interest adjustment date shall be the date of such initial advance;
- (y) **"Interest Rate"** means:
 - (i) with respect to Facility 1, the RBC Prime Rate plus 2.20% per annum (with a floor rate of 6.15%) calculated daily, compounded and payable monthly, not in advance, both before and after maturity, default and/or judgement with respect to the Loan Indebtedness;
 - (ii) with respect to Facility 2, the RBC Prime Rate plus 2.00% per annum (with a floor rate of 5.95%) calculated daily, compounded and payable monthly, not in advance, both before and after maturity, default and/or judgement with respect to the Loan Indebtedness;
 - (iii) with respect to Facility 3, the RBC Prime Rate plus 8.55% per annum (with a floor rate of 12.50%) calculated daily, compounded and payable monthly, not in advance, both before and after maturity, default and/or judgement with respect to the Loan Indebtedness;
 - (iv) with respect to Facility 4, the RBC Prime Rate plus 2.00% per annum (with a floor rate of 6.15%) calculated daily, compounded and payable monthly, not in advance, both before and after maturity, default and/or judgement with respect to the Loan Indebtedness;
 - (v) with respect to Facility 5, the RBC Prime Rate plus 2.20% per annum (with a floor rate of 6.15%) calculated daily, compounded and payable monthly, not in advance, both before and after maturity, default and/or judgement with respect to the Loan Indebtedness;
 - (vi) with respect to Facility 6, the RBC Prime Rate plus 8.55% per annum (with a floor rate of 12.50%) calculated daily, compounded and payable monthly, not in advance, both before and after maturity, default and/or judgement with respect to the Loan Indebtedness;
 - (vii) with respect to Facility 7, the RBC Prime Rate plus 2.00% per annum (with a floor rate of 5.00%) calculated daily, compounded and payable monthly, not in advance, both before and after maturity, default and/or judgement with respect to the Loan Indebtedness;
- (z) **"Lands"** means those lands and premises more particularly described in Schedule "A" attached hereto;
- (aa) **"Lease Benefits"** means, collectively, the benefit of all covenants and obligations of lessees, tenants, licensees, or occupants as well as all other rights, privileges, advantages and benefits contained in any of the Leases, including without limitation, all rights and benefits of any guarantees thereof, the right to demand, sue for, collect, recover and receive all Rents, to enforce the Mortgagor's rights under any Lease, and generally any collateral advantage or benefit to be derived from the Leases or any of them;
- (bb) **"Leases"** means, collectively, all present and future leases, subleases, licenses, agreements to lease, agreements to sublease, options to lease or sublease, rights of renewal or other agreements by which the Mortgagor or any predecessor or successor in title thereto, has granted or will grant the right to use or occupy all or part or parts of the Property, and including all agreements collateral thereto;
- (cc) **"Lien"** means, collectively, any: (i) lien, charge, mortgage, pledge, security interest or conditional sale agreement; (ii) assignment, lease, consignment, trust or deemed trust that secures payment or performance of an obligation; (iii) garnishment; (iv) other encumbrance of any kind; and (v) any commitment or agreement to enter into or grant any of the foregoing;

- (dd) "**Loan Documents**" means, collectively, the Commitment Letter, this Mortgage, the Security Documents and all certificates, instruments, agreements and other documents delivered, or to be delivered, to the Mortgagee under, pursuant to or in connection with this Mortgage or any of the other Loan Documents, each as amended, varied, supplemented, restated, renewed or replaced at any time and from time to time and, when used in relation to any Person, the term "**Loan Documents**" means the Loan Documents executed and delivered by such Person;
- (ee) "**Loan Indebtedness**" means any Indebtedness from time to time of the Mortgagor or any of the other Covenantors to the Mortgagee arising under any of the Loan Documents;
- (ff) "**Loan Obligations**" means the obligations from time to time of the Mortgagor or any of the other Covenantors arising under the Loan Documents;
- (gg) "**Material Adverse Effect**" means a material adverse effect on:
 - (i) the Property or the economic viability thereof;
 - (ii) the business, operations, property or financial condition of any of the Covenantors which would materially impact the ability of the Covenantors, taken as a whole, to repay the Loan Indebtedness and to perform and discharge the Loan Obligations;
 - (iii) the validity or enforceability of this Mortgage or any of the other Loan Documents; or
 - (iv) the Mortgagee's ability to enforce its rights or remedies under this Mortgage or any of the other Loan Documents, including with respect to the Mortgagee's security position;
- (hh) "**Maturity Date**" means February 1, 2023, as may be extended in accordance with the Commitment Letter;
- (ii) "**Maximum Loan Amount**" means, notwithstanding the Principal Amount, the amount of \$105,762,112.00, being the aggregate amount of Facility 1, Facility 2, Facility 3, Facility 4, Facility 5, Facility 6, and Facility 7;
- (jj) "**Mortgaged Premises**" means every building, structure, improvement and fixture (including those more fully set out in Section 20 hereof), including replacements therefor, on or which may hereafter be erected or placed on the Lands, including all plate glass, plant, equipment, apparatus and machinery of every kind now or hereafter located therein, thereon or used in connection therewith, and all personal property including, contents thereof to the extent that they are the property of the Mortgagor;
- (kk) "**Mortgagee**" means KingSett Mortgage Corporation;
- (ll) "**Mortgagor**" means Mapleview Developments Ltd.;
- (mm) "**Other Obligations**" has the meaning ascribed thereto in Section 40;
- (nn) "**Permitted Encumbrances**" mean, collectively:
 - (i) any Lien in respect of any property or assets of the Mortgagor created by or arising pursuant to any applicable legislation in favour of any Person (such as but not limited to a Governmental Authority), including a Lien for the purpose of securing the Mortgagor's obligation to deduct and remit employee source deductions and goods and services tax pursuant to the *Income Tax Act* (Canada), the *Excise Tax Act* (Canada), the *Canada Pension Plan* (Canada), the *Employment Insurance Act* (Canada) and any legislation in any jurisdiction similar to or enacted in replacement of the foregoing from time to time (each individually a "**Statutory Lien**") in respect of any amount which is not at the time due;

- (ii) any Statutory Lien in respect of any amount which may be due but the validity of which is being contested in good faith and in respect of which reserves have been established as reasonably required by the Mortgagee;
- (iii) in respect of the Property: (A) any registered agreement (or unregistered agreement that is required in connection with the further development of the Property) with any Governmental Authority and any public utilities or private suppliers of services, including site plan agreements, subdivision agreements, development agreements, engineering, grading or landscaping agreements and similar agreements, which has not and is not reasonably likely to have a Material Adverse Effect, provided the same is complied with in all material respects; (B) any registered easement for the supply of utilities or telephone services to the Property and for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services and all licences, easements, rights-of-way, rights in the nature of easements and agreements with respect thereto not registered on title to the Property, including agreements, easements, licences, rights-of-way and interests in the nature of easements for sidewalks, public ways, sewers, drains, utilities, gas, steam and water mains or electric light and power, or telephone telegraphic conduits, poles, wires and cables, which has not and is not reasonably likely to have a Material Adverse Effect; (C) any registered easement or right-of-way for the passage, ingress and egress of Persons and vehicles over parts of the Lands, which has not and is not reasonably likely to have a Material Adverse Effect; (D) any registered or unregistered easement, rights-of-way, agreement or other unregistered interest or claims not disclosed by registered title which has not and is not reasonably likely to have a Material Adverse Effect; (E) any zoning, land use and building restriction, bylaw, regulation and ordinance of any Governmental Authority, including municipal by-laws and regulations and airport zoning regulations, which has not any is not reasonably likely to have a Material Adverse Effect; (F) any obligation with respect to any permit required in connection with the construction and use of the Property provided such permit is in good standing and has not and is not reasonably likely to have a Material Adverse Effect; and (G) any minor defect in title which has not and is not reasonably likely to have a Material Adverse Effect;
- (iv) any reservation, limitation, proviso, condition, restriction and exception (including royalties, reservation of mines, mineral rights, access to navigable waters and similar rights) expressed in the letters patent or grant from the Crown, as varied by statute, of the lands of which the Lands form a part and any statutory limitation, exception, reservation and qualification, provided same has been complied with in all material respects;
- (v) any Lien incurred or deposit made or pledged to secure any obligation under workers' compensation legislation or similar legislation, or in connection with contracts, bids, tenders or expropriation proceedings, or surety, performance or appeal bonds in connection with construction of the further development of the Property;
- (vi) security given to a public utility or any Governmental Authority to secure obligations incurred to such utility, Governmental Authority or other authority in the ordinary course of business and not at the time overdue;
- (vii) any inchoate Lien (statutory or otherwise) arising in connection with the construction or improvement of the Property or arising out of the furnishing of materials or supplies therefor, provided that such Lien secures moneys not at the time overdue (or if overdue, the validity of which is being contested in good faith and in respect of which reserves have been established as reasonably required by the Mortgagee), notice of such Lien has not been given to the Mortgagee and such Lien has not been registered against title to the Property;

- (viii) purchase-money security interests incurred or assumed in connection with the purchase, leasing or acquisition of capital equipment in the ordinary course of business, provided that the aggregate amount of the Mortgagor's liability thereunder is not at any time greater than one million (\$1,000,000.00) dollars;
- (ix) any present and future lease, offer to lease, sublease, concession, licence or other contract or agreement by which the use, enjoyment or occupancy of the Property or any portion thereof is granted which has not and is not reasonably likely to have a Material Adverse Effect;
- (x) this Mortgage and the other Security Documents;
- (xi) the Prior Permitted Encumbrances; and
- (xii) any Subsequent Encumbrances with the express prior written consent of the Mortgagee in its sole, absolute and unfettered discretion;
- (oo) "**Person**" means, and includes, natural persons, corporations, limited liability companies, limited partnerships, limited liability partnerships, general partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and governments and agencies and political subdivisions thereof and their respective permitted successors and assigns (or in the case of a governmental person, the successor functional equivalent of such Person);
- (pp) "**Plans and Specifications**" means the plans and specifications pertaining to the construction of the Project, as reviewed for reasonableness by the Project Monitor and as initially approved by the Mortgagee, as amended from time to time with the approval of the Mortgagee;
- (qq) "**Principal Amount**" has the meaning ascribed thereto in the preamble to this Mortgage;
- (rr) "**Prior Permitted Encumbrances**" means those encumbrances registered against title to the Property in priority to this Mortgage on the date of the registration of this Mortgage against title to the Lands and which the Mortgagee has agreed to accept in its sole, absolute and unfettered discretion, which for greater certainty includes any applicable encumbrances set out in Section A.22 of the Commitment Letter;
- (ss) "**Project**" means the development of ~50 developable acres located at the Lands in Phase I and II, Phase III, Phase IV, Phase V, and Phase VI, and all landscaping, all plants, machinery, improvements and equipment and all other property whether free-standing or otherwise, auxiliary or ancillary thereto or connected therewith or added thereto;
- (tt) "**Project Budget**" has the meaning ascribed to such term in the Commitment Letter;
- (uu) "**Project Costs**" means the aggregate of all Hard Costs and all Soft Costs expended or to be expended in connection with the Project reaching Construction Completion;
- (vv) "**Project Monitor**" has the meaning ascribed to such term in the Commitment Letter;
- (ww) "**Property**" means, collectively, the Lands and the Mortgaged Premises;
- (xx) "**RBC Prime Rate**" means, for any day, the rate of interest per annum established and published from time to time by Royal Bank of Canada as the reference rate of interest for the determination of interest rates that Royal Bank of Canada will charge its customers of varying degrees of creditworthiness in Canada for Canadian Dollar demand loans made by the Royal Bank of Canada in Toronto, Ontario;
- (yy) "**Rents**" means, collectively, all rents, issues and profits now due or to become due under or derived from the Leases and/or the Property;

- (zz) "**Security Documents**" means, collectively, the Loan Documents creating Liens on the undertaking, property and assets of the Covenantors in favour of the Mortgagee, and all other instruments, agreements and documents which have been or may hereafter from time to time be executed in connection therewith, in each case as the same may be hereafter amended, modified, supplemented or restated in accordance with the terms thereof;
- (aaa) "**Soft Costs**" means all amounts expended or to be expended in respect of the Project for consultants, architects, taxes, surveys, construction insurance, bonding costs, legal fees, promotion of the Project, financing, leasing, pre-operating costs and all other costs related to the Project (except Hard Costs);
- (bbb) "**Statutory Lien**" has the meaning ascribed thereto in Section 1(nn)(i);
- (ccc) "**Subsequent Encumbrances**" means, collectively, encumbrances registered against title to the Lands subsequent in priority to this Mortgage with the prior consent of the Mortgagee, which consent shall be granted in the Mortgagee's sole, absolute and unfettered discretion, which for greater certainty includes any applicable encumbrances set out in Section A.22 of the Commitment Letter;
- (ddd) "**Taxes**" means all present or future taxes, rates, liens, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto; and
- (eee) "**Title Agreements**" has the meaning ascribed thereto in Section 51;

The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise: (i) any definition of or reference to any agreement, instrument or other document herein (including this Mortgage) shall be construed as referring to such agreement, instrument or other document amended, varied, supplemented, restated, renewed or replaced at any time and from time to time (subject to any restrictions on such amendments, variations, supplements, restatements, renewals or replacements set forth herein); (ii) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns; (iii) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Mortgage in its entirety and not to any particular provision hereof; (iv) unless otherwise expressly stated, all references in this Mortgage to Sections, Exhibits and Schedules shall be construed to refer to Sections of, and Exhibits and Schedules to, this Mortgage, and references to a Section, means such Section or an enumerated sub-Section thereof, as applicable; (v) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, varied, supplemented, restated, renewed or replaced at any time and from time to time; and (vi) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

PROMISE TO PAY AND FULFIL OBLIGATIONS

- 2. The Mortgagor will pay or cause to be paid to the Mortgagee, on demand, in lawful money of Canada the full amount of the Loan Indebtedness in the manner of payment provided by this Mortgage before as well as after maturity, both before and after default, and both before and after judgment on this Mortgage, without any deduction or abatement, and shall do, observe, perform, fulfil and keep all of the Loan Obligations.

PAYMENTS

- 3. The Loan Indebtedness shall be repaid as follows:
 - (a) interest on the Loan Indebtedness advanced and remaining unpaid from time to time at the fixed rate per annum equal at all times to the Interest Rate, calculated daily

not in advance, before as well as after maturity, default and judgment, on the basis of the actual number of days elapsed in a year of 365 days or 366 days, as the case may be, and compounded monthly not in advance and computed from and including the respective dates of such advances;

- (b) interest, at the Interest Rate, shall become due and be paid on the Interest Adjustment Date and thereafter in monthly instalments on the first business day of the month which is one month after the Interest Adjustment Date and continuing on the first business day of each and every month which is one month after the date of each such payment, and in addition, at the option of the Mortgagee, may be deducted from advances of moneys under this Mortgage, and the balance, if any, of the aforesaid interest on advances shall become due and be paid at the same time as is hereinafter provided for payment in full of the Loan Indebtedness;
- (c) the Loan Indebtedness shall become due and be paid in full on the earlier of:
 - (i) the Mortgagor demanding repayment of the Loan Indebtedness in full and the performance of the Loan Obligations at any time; and
 - (ii) the Maturity Date;
- (d) it is acknowledged and agreed that:
 - (i) notwithstanding the Principal Amount, the maximum amount to be advanced by the Mortgagee from time to time in respect of the Loan Indebtedness shall not exceed the Maximum Loan Amount; and
 - (ii) prior to the date hereof, the Maximum Loan Amount has been fully advanced by the Mortgagee and, as such, no subsequent advances of the Loan Indebtedness representing advances from time to time of the Loan are available to the Mortgagor.

CHARGE

- 4. **THE MORTGAGOR HEREBY** grants, mortgages and charges to and in favour of the Mortgagee all right, title and interest of the Mortgagor in and to the Property as security for the payment of the Loan Indebtedness and performance of the Loan Obligations by the Mortgagee.

COMPOUND INTEREST

- 5. It is hereby agreed that in case default shall be made in payment of any sum to become due for interest, at the Interest Rate, at any time appointed for payment thereof as aforesaid, compound interest shall be payable and the sum in arrears for interest from time to time, before as well as after maturity, shall bear interest, at the Interest Rate, and in case the interest and compound interest are not paid within the next thirty (30) days, compound interest, at the Interest Rate, shall be payable on the aggregate amount then due of outstanding interest and compound interest, before as well as after maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the Property.

INTEREST RATE

- 6. Notwithstanding the provisions hereof in no event shall the aggregate "**interest**" (as that term is defined in Section 347 of the *Criminal Code* (Canada)) exceed the effective annual rate of interest on the "**credit advanced**" (as defined therein) lawfully permitted under that section. The effective annual rate of interest shall be determined in accordance with generally accepted actuarial practices and principles from the date of the initial advance of the Loan Indebtedness until the Maturity Date and, in the event of a dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Mortgagee will be conclusive for the purposes of such determination. If any provision of the Mortgage would obligate the Mortgagor to make any payment of interest or other amount payable to the Mortgagee in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Mortgagee of interest at a criminal rate, then notwithstanding that provision, that amount or rate shall be deemed to have been adjusted with retroactive effect

to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or result in a receipt by the Mortgagee of interest at a criminal rate, the adjustment to be effected, to the extent necessary, as follows:

- (a) first, by reducing the amount or rate of interest required to be paid to the Mortgagee under this Mortgage; and
- (b) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to the Mortgagee which would constitute "**interest**" (as that term is defined in Section 347 of the *Criminal Code* (Canada)).

RENEWALS AND NON-REVOLVING NATURE OF LOAN

7. That:

- (a) in the event that this Mortgage shall be renewed or extended pursuant to Section 7(b) or by written agreement executed by the Mortgagor and the Mortgagee, such renewal or extension (and the rate of interest, term, instalment and other stipulations of such renewal or extension) shall be binding upon Subsequent Encumbrances, the Mortgagor and the Mortgagee, its successors in title and assigns, and all Subsequent Encumbrances, and shall take full priority over all Subsequent Encumbrances, whether or not the said renewal, extension or notice thereof is registered, filed or recorded by caveat at the applicable Land Titles Office and whether or not the rate of interest payable or payment amortization period applicable during the renewal or extension term is greater than or less than the rate or amortization stipulated in this Mortgage. The Mortgagor shall, forthwith on request therefor by the Mortgagee, provide to the Mortgagee, at the Mortgagor's expense, all such postponements and other assurances as the Mortgagee may require to ensure the foregoing binding effect and priority. All renewals (if any) shall be done at the Mortgagor's expense (including without limitation payment of the Mortgagee's reasonable legal expenses on a solicitor and his own client basis). In the event the within Mortgagor is a corporation, no such renewal or extension, even if made by a successor in title to the Mortgagor named herein and whether or not the Mortgagor shall consent thereto, shall in any way release or abrogate or render unenforceable the covenants or obligations of the Mortgagor named herein, which shall continue notwithstanding such renewal or extension and shall apply to this Mortgage as renewed or extended.
- (b) the Mortgagor has the option, subject to the prior consent of the Mortgagee, in its sole, absolute and unfettered discretion, to extend the Maturity Date, with each extension being for a period of three (3) months on the terms and conditions set out in Section A.9 and Section A.10 of the Commitment Letter, and provided that in connection with each extension option:
 - (i) the Mortgagor pays to the Mortgagee an Extension Fee, which shall be deemed earned by the Mortgagee upon receipt of notice requesting an extension of the Maturity Date, and payable on or before the date which is ten (10) days prior to the Maturity Date, provided that if such extension is not granted by the Mortgagee, the Mortgagee will return such amount to the Mortgagor;
 - (ii) the Mortgagor or any other Covenantor delivering at least thirty (30) days' written notice prior to the Maturity Date to the Mortgagee requesting each extension; and
 - (iii) no Event of Default has occurred which is continuing;
- (c) Other than the extension right set forth in Section 7(b), there are no further rights to renew or extend this Mortgage; and
- (d) no amount that is borrowed or advanced hereunder may, if repaid or prepaid, be reborrowed at any time, it being acknowledged and agreed that this Mortgage creates a non-revolving loan.

PREPAYMENT

8. The Loan Indebtedness will be open for prepayment, in whole but not in part, with a minimum of thirty (30) days' prior written notice to the Mortgagee without any fee, bonus or penalty.

MANDATORY REPAYMENT

9. Subject to the rights of creditors of the Mortgagor in accordance with Prior Permitted Encumbrances, the Mortgagor agrees to pay to the Mortgagee one hundred (100%) of any proceeds received by any Covenantor from any source in respect of the development of the Project, if any. The Mortgagee shall apply any proceeds received from the Mortgagor in accordance with this Section 9 first against accrued and unpaid interest, at the Interest Rate, and second against the then outstanding Loan Indebtedness.

TAXES

10. Subject as hereinafter in this Section 10 provided, the Mortgagor will pay when and as the same fall due all Taxes; provided that in respect of municipal taxes, school taxes, local improvements charges and all taxes and levies made or assessed in lieu of real property taxes, the Mortgagor shall provide the Mortgagee with a paid receipted tax bill within fifteen (15) days after the payment deadline of each such tax bill, and in the event the Mortgagor should default in payment of same and such default continues for more than three (3) business days following written notice to the Mortgagor, the Mortgagee shall have the right to implement any of the following:
 - (a) the Mortgagee may deduct from time to time, from advances of moneys under this Mortgage, amounts sufficient to pay the Taxes which have become due and payable or will have become due and payable and are unpaid from time to time as advances are made;
 - (b) the Mortgagor shall in each year during the currency hereof at the written request of the Mortgagee pay to the Mortgagee in equal monthly instalments, such amounts as the Mortgagee may reasonably estimate in accordance with prior realty taxes owed as being the annual Taxes next becoming due and payable, the said monthly instalments to be paid in addition to the payments required under Section 2, and the Mortgagor shall also pay to the Mortgagee before the due date of the current annual Taxes such additional sums as may be requisite to enable the Mortgagee to pay out of such monthly instalments and additional payments, the whole amount of the annual Taxes on or before the due date thereof, provided, however, that the exercise of the foregoing right shall be subject to the rights and obligations of the Mortgagor and the Mortgagee under all Permitted Encumbrances;
 - (c) so long as there is not an Event of Default that has occurred and is continuing, the Mortgagee shall apply such deduction and payments on the Taxes as they become due, but nothing herein contained shall obligate the Mortgagee to apply such payments on account of Taxes more often than stated on the applicable annual realty tax bill issued by the applicable Governmental Authority, nor to pay the same in advance of the due date for payment of the same. Provided however, that if (before any sum or sums so paid to the Mortgagee shall have been so applied) an Event of Default shall have occurred which is continuing, the Mortgagee may, at its option, apply such sum or sums in or towards payment of the Loan Indebtedness;
 - (d) in the event that there is default in the payment by the Mortgagor of moneys for Taxes as aforesaid, then the Mortgagee may pay such Taxes and, in addition, upon providing the Mortgagor with ten (10) days' prior written notice, the Mortgagee may pay any and all liens, charges and encumbrances which may be charged against the Property which are not otherwise first paid by the Mortgagor. All moneys expended by the Mortgagee for any of such purposes together with interest thereon at the Interest Rate shall be added to the Loan Indebtedness hereby secured, shall be repaid by the Mortgagor to the Mortgagee forthwith, and until repaid shall be a charge upon the Property and the Mortgagee shall have the same rights and remedies to enforce payment thereof as it would have upon the occurrence of an Event of Default;

- (e) if the Property or any part thereof becomes subject to sale or forfeiture for non-payment of Taxes while any Loan Indebtedness remains outstanding, then, subject to all applicable laws, the Mortgagee may acquire title and rights of the purchaser at any sale, or the rights of any other Person or corporation becoming entitled on or under any such forfeiture, or the Mortgagee may pay, either in its own name or in the Mortgagor's name or on the Mortgagor's behalf, any and all sums necessary to be paid to redeem the Property so sold or forfeited, and to re-vest the Property in the Mortgagor, and the Mortgagor hereby nominates and appoints the Mortgagee agent of the Mortgagor to pay such moneys on the Mortgagor's behalf and in the Mortgagor's name, and any moneys so expended by the Mortgagee together with interest thereon at the Interest Rate shall be added to the Loan Indebtedness hereby secured, shall be repaid by the Mortgagor to the Mortgagee forthwith, and until repaid shall be a charge upon the Property and the Mortgagee shall have the same rights and remedies to enforce payment thereof as it would have upon the occurrence of an Event of Default, or, in the alternative, the Mortgagee shall have the right to bid on and purchase the Property at any tax sale of the same and shall thereupon become the absolute owner thereof; and
- (f) the Mortgagor shall transmit to the Mortgagee evidence, satisfactory to the Mortgagee acting reasonably, of the payment of all Taxes affecting the Property to the Mortgagee at least quarterly or as otherwise reasonably requested by the Mortgagee from time to time, and the Mortgagor authorizes the Mortgagee to obtain any tax or assessment information concerning the Property directly from the municipal taxing authority having jurisdiction over the Property.

INSURANCE

11. That:

- (a) the Mortgagor will, at the Mortgagor's expense, forthwith insure or cause to be insured, and during the continuance of this security keep insured in favour of the Mortgagee, the Property on an all risks basis, or as otherwise allowed by the Mortgagee, including coverage for course of construction, earthquake, flood and such other risks or perils as the Mortgagee may require or consider expedient and satisfactory to the Mortgagee, acting reasonably, including and pursuant to the following coverages, provisions and conditions:
 - (i) the Mortgagee must be shown as a named insured, or an additional named insured, and mortgagee and loss payee as the Mortgagee's interest may appear;
 - (ii) the limit of insurance shall not be less than one hundred (100%) percent of new replacement cost including recurring soft costs and costs of foundations and all parts below ground level including confirmation that the "same or adjacent site" clause has been deleted from the replacement cost wording;
 - (iii) any co-insurance clause contained in the policy shall be a stated amount co-insurance clause;
 - (iv) the policy shall include an Insurance Bureau of Canada standard mortgage clause or its equivalent;
 - (v) losses shall be made payable to the Mortgagee according to its interest;
 - (vi) rental income coverage on an "all risks" basis sufficient to cover one hundred (100%) percent of the gross annual revenues, including Rents and if leases are on a net-net basis, the equivalent gross revenues, including rentals for a period of not less than twelve (12) months; or if the property is owner-occupied, business interruption coverage;
- (b) the Mortgagor will maintain liability insurance coverage, including without limitation earthquake, flood and sewer back-up insurance at least equivalent in scope to a Commercial General Liability form, such insurance to be in the minimum amount of five million (\$5,000,000.00) dollars per occurrence, to include all required extensions of liability and naming the Mortgagee as co-insured;

- (c) the Mortgagor will cause its contractors to maintain contractors liability insurance coverage, and wrap-up liability insurance coverage, in each instance to be in the minimum amount of five million (\$5,000,000.00) dollars per occurrence, to include all required extensions of liability and naming the Mortgagor as an additional named insured, but only with respect to claims arising out of the operations of the named insured;
- (d) as applicable, the Mortgagor will maintain builders "all risks" or "broad form" insurance, subject to the latest CCDC policy wording and will include:
 - (i) coverage sufficient to cover one hundred (100%) percent of the projected hard costs and not less than twenty-five (25%) percent of the projected recurring soft costs;
 - (ii) a "permission to occupy" clause, "delayed rental income / soft costs" insurance to cover the anticipated loss of revenue for one (1) year, which may be incurred in the event of an insured loss, during construction;
 - (iii) coverage for the installation, testing and commissioning, of machinery and equipment; and
 - (iv) the Mortgagee as loss payee and as mortgagee as its interest appears, pursuant to a standard mortgage clause satisfactory to the Mortgagee;
- (e) the Mortgagor will maintain boiler and machinery insurance covering all central HVAC and miscellaneous electrical equipment (and production machinery where applicable) for explosion, electrical and mechanical breakdown;
- (f) promptly upon written request, the Mortgagor will deliver to the Mortgagee and directly to its insurance consultants all policy binders of insurance together with all applicable certificates of insurance or such other evidence of insurance as the Mortgagee may reasonably require, and, prior to their due date, proof of payment of the premiums and renewal premiums therefor;
- (g) all policies shall be with insurers and subject to terms and conditions reasonably satisfactory to the Mortgagee. Any deviation from these requirements shall be approved in writing by the Mortgagee acting reasonably. The policies must provide for thirty (30) days' written notice to the Mortgagee of material alteration, if available, and cancellation and must be signed by the insurer(s) or their authorized representative(s);
- (h) if the Mortgagor shall neglect to keep the Property insured as aforesaid, or to deliver all policy binders of insurance together with all applicable certificates of insurance or such other evidence of insurance as the Mortgagee may reasonably require and evidence proving payment of premiums or renewal premiums when reasonably requested by the Mortgagee, or to produce to the Mortgagee at least forty-five (45) days' before the termination of such insurance evidence of the renewal thereof, the Mortgagee shall, without reference to the Mortgagor, be entitled (but shall not be obliged) to insure the Property, or any part thereof, as set forth above, and the amount of any premiums paid by the Mortgagee together with interest thereon, at the Interest Rate, shall be added to the Loan Indebtedness hereby secured, shall be repaid by the Mortgagor to the Mortgagee forthwith, and until repaid shall be a charge upon the Property and the Mortgagee shall have the same rights and remedies to enforce payment thereof as it would have upon the occurrence of an Event of Default;
- (i) promptly upon the occurrence of any loss or damage, the Mortgagor at its own expense will furnish all necessary proof and do all necessary acts to enable the Mortgagee to obtain payment of the insurance moneys, subject to the rights of creditors of the Mortgagor in accordance with Prior Permitted Encumbrances;
- (j) subject to the rights of creditors of the Mortgagor in accordance with Prior Permitted Encumbrances, if any cheque issued by an insurer in complete or partial settlement of an insurance claim pursuant to the coverages above, other than the coverage for general public liability insurance, is given, sent or delivered to the

Mortgagor or the solicitor or agent of the Mortgagor, then the Mortgagor shall cause such cheque to be delivered to the Mortgagee forthwith and if any such cheque is made payable to the Mortgagor alone or jointly to the Mortgagor and another or others, then the Mortgagor shall forthwith endorse and deliver such cheque over to the Mortgagee, and the Mortgagor does hereby constitute the Mortgagee as the Mortgagor's true and lawful attorney to receive and endorse any such cheque for an on behalf of the Mortgagor; and

- (k) subject to the rights of creditors of the Mortgagor in accordance with Prior Permitted Encumbrances, all monies received by virtue of such policy or policies of insurance may at the option of the Mortgagee either be applied in or towards substantially rebuilding, reinstating or repairing the Property or towards the payment of the Loan Indebtedness, interest and other amounts secured hereby, whether or not the same are then due, in such manner as the Mortgagee shall from time to time determine, or may be paid in full or in part to the Mortgagor or its assigns, or may be applied or paid partly in one way and partly in another, as the Mortgagee may determine.

PAYMENT METHOD

- 12. The Mortgagor shall from time to time as required by the Mortgagee, provide a signed pre-authorized withdrawal form or forms directed to the bank or financial institution at which the Mortgagor regularly keeps a chequing account, in such form and manner so as to enable the Mortgagee to receive payments from time to time of the monthly instalments payable hereunder and/or the Mortgagee's estimate of the monthly instalment for property Taxes, if applicable, from the Mortgagor's account with such bank or financial institution. Any payments received by the Mortgagee which are payable on a non-business day in the Province of Ontario or are received after 2 p.m. (Toronto time) on any business day in the Province of Ontario on or after receipt thereof, shall be credited to the mortgage account on the next business day thereafter.

CONSTRUCTION

- 13. The Mortgagor agrees with the Mortgagee that:
 - (a) the building or buildings being erected or to be erected on the Lands form part of the security for the full amount of the moneys secured by this Mortgage;
 - (b) the Mortgagor will construct the Project in accordance, in all material respects, with plans and specifications which have been or which may hereafter be approved by the Mortgagee (such approval not to be unreasonably withheld or delayed), provided the Mortgagor may make alterations to such plans and specifications from time to time to accommodate construction requirements, and purchaser or tenant requests so long as such alterations do not, in the aggregate, negatively affect the Project or the economic viability thereof in any material respect, in accordance with applicable building codes and will carry on diligently to complete the construction of the Project, and other improvements, and will complete such construction in compliance with the requirements of all Governmental Authorities, laws, by-laws or regulations and will, when so required by the Mortgagee, supply the Mortgagee with evidence or confirmation from any such Governmental Authority of such compliance;
 - (c) the Mortgagor shall fund from their own resources any Cost Overruns. Until such time as a Cost Overrun has been advanced by the Covenantors, the Mortgagee shall have no obligation to make any further advances under the Commitment Letter. Failure to advance such Cost Overrun as required herein shall constitute an Event of Default hereunder. Upon and during the continuance of such Event of Default, in addition to the Mortgagee's other remedies (whether at law or as may be set out in any Loan Documents), the Mortgagee may, in its sole and unfettered discretion, advance the amount of such Cost Overrun to the trades or suppliers with respect to which the Cost Overrun relates. An advance of the Cost Overrun by the Mortgagee shall not operate to cure such Event of Default which shall remain outstanding, shall bear interest in an amount 4% above the applicable Interest Rate, and until the amount of the Cost Overrun has been repaid by the Covenantors, shall be added to the Loan Indebtedness and shall be secured by this Mortgage. For greater certainty,

at such time as a Cost Overrun has been advanced by the Covenantors, the Mortgagee shall continue to receive monthly reports on the Project prepared by the Project Monitor;

- (d) the Mortgagor will obtain the Mortgagee's approval before giving effect to any engineering and architectural change orders, in respect of work valued at \$250,000.00 or greater and, notwithstanding the foregoing, the Mortgagor may make alterations from time to time to accommodate construction requirements, and purchaser or tenant requests so long as such alterations do not in the aggregate negatively affect the Project or the economic viability thereof in any material respect and so long as aggregate Project costs do not exceed the amount set out in the Project Budget which has been or which may hereafter be approved by the Mortgagee (such approval not to be unreasonably withheld or delayed), excluding costs related to purchaser or tenant requests that a purchaser or tenant is paying for;
- (e) in the event that any such building and other improvements comprising all or any portion of the Project now or hereafter in the course of construction remain unfinished and without any work being done for a period of twenty (20) consecutive days, other than as a result of force majeure (including an event of "Unavoidable Delay" as defined by Tarion), the Mortgagee may directly or through a receiver (which term when used herein includes a receiver and manager) enter onto the Property and do all work necessary to protect the same from deterioration and to complete the construction in such manner as the Mortgagee may deem expedient and through such contractors, sub-contractors, or agents as the Mortgagee in its sole discretion may choose, and any moneys expended by the Mortgagee or any receiver pursuant to this Section 13(e) together with interest thereon, at the Interest Rate, shall be added to the Loan Indebtedness hereby secured, shall be repaid by the Mortgagor to the Mortgagee forthwith, and until repaid shall be a charge upon the Property and the Mortgagee shall have the same rights and remedies to enforce payment thereof as it would have upon the occurrence of an Event of Default. No such entry or occupation by the Mortgagee or any receiver shall constitute or be deemed to make the Mortgagee a mortgagee in possession;
- (f) the Mortgagee shall be entitled, at the reasonable expense of the Mortgagor, upon reasonable prior written notice and with the reasonable opportunity to have a representative of the Mortgagor present, to inspect all aspects of the construction and make tests of materials, and the Mortgagor, if so requested by the Mortgagee, will not cover any portion of the construction work requiring inspection by the Mortgagee that has not already been completed and covered as of the date hereof until the Mortgagee has inspected the same, and the Mortgagee shall carry out any such inspections in a prompt and efficient manner, and the Mortgagor shall forthwith remedy and carry out again any work which does not conform to the standards in this Section 13, if required by the Mortgagee, acting reasonably;
- (g) the Mortgagee shall not be obliged to hold back loan proceeds to provide the lien fund or other protection to the Mortgagor under the *Construction Act* (Ontario); provided that if the Mortgagee holds back loan proceeds in a manner similar to the way the said Act provides for an owner to make holdbacks then, notwithstanding such holdbacks by the Mortgagee, such holdbacks shall not constitute the lien fund under the said Act and the Mortgagee shall not be a mortgagee authorized by the owner to disburse money secured by a mortgage as referred to in the said Act.

CONDOMINIUM

- 14. That in the event the Property is or becomes a Condominium within the *Condominium Act* (Ontario), the Mortgagor further covenants with the Mortgagee that:
 - (a) the Mortgagor will comply with, observe and perform all provisions of the *Condominium Act* (Ontario), its regulations and the bylaws, rules and regulations of the condominium corporation from time to time in force;
 - (b) the Mortgagor shall pay on or before the due dates thereof, each and every assessment, contribution, charge, fine or levy made by or on behalf of the condominium corporation in respect of the unit charged hereunder (hereinafter collectively called "**Assessments**"). If the Mortgagor fails to pay the Assessments,

on or before their due date, such failure shall constitute default hereunder and shall entitle the Mortgagee to exercise any and all remedies available to the Mortgagee upon the occurrence of an Event of Default. Upon default under this Section 14 and notwithstanding any other right or action of the condominium corporation or the Mortgagee, the Mortgagee may pay the Assessments, and any Assessments so paid and all costs, charges, expenses and outlays of the Mortgagee thereby incurred together with interest thereon, at the Interest Rate, shall be added to the Loan Indebtedness hereby secured, shall be repaid by the Mortgagor to the Mortgagee forthwith, and until repaid shall be a charge upon the Property and the Mortgagee shall have the same rights and remedies to enforce payment thereof as it would have upon the occurrence of an Event of Default;

- (c) the Mortgagor hereby irrevocably authorizes the Mortgagee to apply at any time and from time to time to the condominium corporation for certification of the amount and manner in which any Assessment is payable and the extent to which such Assessment has been paid;
- (d) subject to the rights of creditors of the Mortgagor in accordance with Prior Permitted Encumbrances, in accordance with rights prescribed under the *Condominium Act* (Ontario) the Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the Mortgagor's rights which now exist or may hereafter come into existence to vote at meetings of the condominium corporation:
 - (i) in all cases in which a unanimous resolution is required by the *Condominium Act* (Ontario), as amended, the bylaws of the condominium corporation or any agreement with the condominium corporation; and
 - (ii) in all other cases other than as referred to in (i) of this Section 14(d), provided that, if the Mortgagee is not present in Person or by proxy, or if present does not wish to vote, then the Mortgagor may exercise his voting right without further authority;
- (e) upon the occurrence of an Event of Default which is continuing, if for any reason whatsoever the Mortgagor has the right to vote at any meeting of the condominium corporation it shall, if directed by the Mortgagee, vote in such manner as the Mortgagee directs with respect to each and every matter to be voted on and the Mortgagor covenants to execute any documents requested by the Mortgagee, including, proxies if required, in order to give effect to the foregoing assignment of voting rights;
- (f) if requested by the Mortgagee, at least five (5) days prior to each and every general meeting of the condominium corporation, the Mortgagor shall deliver to the Mortgagee written notice of each such meeting specifying the place, date, hour and purpose of the meeting and in addition, immediately upon receipt of the same shall deliver to the Mortgagee true copies of the bylaws, rules and regulations of the condominium corporation from time to time in force, all notices, minutes, resolutions, accounts, financial statements and other documents relating to the financial statements and to the affairs of the condominium corporation as the Mortgagor may from time to time receive;
- (g) if requested by the Mortgagee (which the Mortgagee shall only make if it, acting reasonably, has reasonable grounds to substantiate that the occurrence of an Event of Default or Material Adverse Effect is imminent or an event having a Material Adverse Effect is reasonably likely to occur), the Mortgagor shall deliver to the Mortgagee a further charge of the Property (in substantially the same form as this Mortgage) with respect to all units and the pro-rata share of common elements, which replacement charge shall be registered after the date of registration of the declaration pursuant to and in accordance with the *Condominium Act* (Ontario) creating the Condominium;
- (h) upon the occurrence of an Event of Default which is continuing and notwithstanding any other right or action of the condominium corporation or the Mortgagee, the Mortgagee may distrain for arrears of any assessment, contribution, charge, fine or levy in respect of a unit and paid by it and such distraint shall not result in the Mortgagee being a Mortgagee in possession; and

- (i) as individual Units are sold, the Net Closing Proceeds shall be applied pursuant to the terms and conditions set out in Section A.20 of the Commitment Letter.

INSPECTION

15. The Mortgagee, at such time or times as it may deem necessary, acting reasonably, and without the concurrence of any other Person but upon reasonable prior notice except, upon and during the continuance of an Event of Default when no notice shall be required, and in all cases subject to the rights of tenants at the Property, may send its inspector or agent to report upon the value, state and condition of the Property and, upon the occurrence of an Event of Default which is continuing, make arrangements for the improving, repairing, finishing and putting in order of the Property which may be reasonably required, and for leasing, collecting the Rents of and managing generally the Property, and may expend money, for any and all the purposes aforesaid, as it may deem expedient, and all moneys reasonably expended, reasonable costs, charges and out-of-pocket expenses together with interest thereon, at the Interest Rate, shall be added to the Loan Indebtedness hereby secured, shall be repaid by the Mortgagor to the Mortgagee forthwith, and until repaid shall be a charge upon the Property and the Mortgagee shall have the same rights and remedies to enforce payment thereof as it would have upon the occurrence of an Event of Default which is continuing. For clarification purposes the Mortgagor shall not be responsible for any claims, costs, charges, out-of-pocket expenses, fees (however charged) resulting from the Mortgagee's own gross negligence or wilful misconduct.

RESTRICTION ON TRANSFER, ENCUMBRANCES ETC.

16. The Mortgagor shall not convey, transfer, mortgage, alienate, or otherwise encumber all or any part of the Property or any direct or indirect interest therein (including as a result of a direct or indirect change in Control of the Mortgagor) nor allow all or any part of the Property or any direct or indirect interest therein to be encumbered without the prior written consent of the Mortgagee, in its absolute discretion, provided that, notwithstanding the foregoing, the Permitted Encumbrances shall be permitted to encumber the Property and that the Mortgagee shall act reasonably in providing its consent to any non-arm's length transfer. In the event that the Mortgagor breaches this Section 16 and has not first or contemporaneously prepaid the loan secured hereby in full in compliance with Section 8 hereof, then the entire Loan Indebtedness (but with interest at the Interest Rate calculated and compounded to the Maturity Date), shall immediately be due and payable.

ADVANCES

17. Neither the execution nor the registration nor the acceptance of this Mortgage, nor the advance of part of the Loan Indebtedness, shall bind the Mortgagee to make an advance of moneys under this Mortgage or any unadvanced portion thereof notwithstanding the provisions of the Commitment Letter, this Mortgage or any of the other Loan Documents, but nevertheless this Mortgage shall take effect forthwith on the execution of these presents, and if any Loan Indebtedness shall not be advanced at the date hereof, the Mortgagee may advance the same in one or more sums to or on behalf of the Mortgagor at any future date or dates, and the amount of such advances then so made together with interest at the Interest Rate shall be secured hereby. For greater certainty, the Mortgagor acknowledges and agrees that prior to the date hereof the Maximum Loan Amount has been fully advanced by the Mortgagee and, as such, no subsequent advances of the Loan Indebtedness representing advances from time to time of the Loan are available to the Mortgagor.

SUBROGATION

18. In the event that the moneys advanced hereunder or any part thereof are applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all the rights and stand in the position of and be entitled to all the equities of the party so paid off whether such charge or encumbrance has or has not been discharged; and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this Mortgage or of any claim so paid off, shall be final and binding on the Mortgagor.

WASTE

19. Subject to the provisions of Section 21, the Mortgagor will not commit any act of waste on the Property or do any other thing by which the value of the Property shall, in the opinion of the Mortgagee, be diminished and will at all times remain in actual possession of the said Property. The Mortgagor will take good and reasonable care of the Property and without cost and expense to the Mortgagee manage, operate, maintain and keep or cause the same to be kept in good order, repair and condition throughout, both exterior and interior, structural or otherwise, and promptly make all required or necessary repairs and replacements thereto, including without limitation, the roof, walls, foundations and appurtenances, pipes and mains, and all other fixtures, machinery, facilities and equipment that belong to or are used in connection with the Property, all of the foregoing to the extent that a prudent owner would do. Notwithstanding the foregoing, the Mortgagor shall not be obligated to repair any damage caused by reasonable wear and tear which does not affect the use and enjoyment of the improvements beyond the extent to which they would ordinarily be repaired by a prudent owner. If, in the opinion of the Mortgagee, acting reasonably, the Property is not at any time in a proper state of repair, the Mortgagee may serve written notice upon the Mortgagor to make such repairs or replacements as the Mortgagee, acting reasonably, deems proper within a period of thirty (30) days and in the event of the Mortgagor not having complied or not being in the process of diligently complying with such requisition, the Mortgagee may authorize the making of such repairs or replacements by its agents, employees or contractors and they may enter upon the Property for the purpose of doing such work with or without the Mortgagor's concurrence, but in all cases subject to the rights of tenants at the Property, and the reasonable cost thereof, together with interest thereon, at the Interest Rate, shall be added to the Loan Indebtedness hereby secured, shall be repaid by the Mortgagor to the Mortgagee forthwith, and until repaid, shall be a charge upon the Property and the Mortgagee shall have the same rights and remedies to enforce payment thereof as it would have upon the occurrence of an Event of Default which is continuing.

FIXTURES

20. All erections, buildings, fences, improvements, machinery, plant, furnaces, boilers, electric light fixtures, plumbing and heating equipment, aerials, incinerators, radiators and covers, fixed mirrors, fitted blinds and drapes, window screens, doors, storm windows and storm doors, shutters and awnings, floor coverings, air conditioning, ventilating, water heating equipment, partitions, elevators, and all component parts of any of the foregoing, fixed or otherwise now on or in or hereafter put on or in the Property (and also in all cases where the Mortgaged Premises are units rented in whole or in part, all refrigeration equipment, gas and electric stoves, ovens, washers, dryers, garburators, garbage compactors, microwave ovens and dishwashers whether affixed or not, and provided that same are owned by the Mortgagor) are and shall in addition to other fixtures thereon be and become fixtures and form part of the realty and of the security and are included in the expression the "Mortgaged Premises", and that the Mortgagor will not commit any act of waste thereon, and that the Mortgagor will at all times during the continuance of the security granted by this Mortgage, repair, maintain, restore, amend, keep, make good, finish, add to and put in order, the Property and in the event of any loss or damage thereto or destruction thereof which has had or is reasonably likely to have a Material Adverse Effect, the Mortgagee may give written notice to the Mortgagor to repair, rebuild, or reinstate the same, and upon the Mortgagor failing so to repair, rebuild, or reinstate within such time such failure shall constitute a breach of covenant hereunder and thereupon the Loan Indebtedness shall, at the sole option of the Mortgagee, become immediately due and payable and without any demand by the Mortgagee upon the Mortgagor, provided that the Mortgagee may (but shall not be obligated to) repair, rebuild or reinstate the Property and the cost thereof, together with interest thereon, at the Interest Rate, shall be added to the Loan Indebtedness hereby secured, shall be repaid by the Mortgagor to the Mortgagee forthwith, and until repaid, shall be a charge upon the Property and the Mortgagee shall have the same rights and remedies to enforce payment thereof as it would have upon the occurrence of an Event of Default which is continuing. This provision shall be in addition to any statutory covenants implied in this Mortgage.

ALTERATIONS

21. The Mortgagor shall not make or permit to be made, any additions or alterations to the Property without the prior written consent of the Mortgagee acting reasonably and except as may be permitted or required under the Permitted Encumbrances (including any leases which are Permitted Encumbrances), and the Mortgagor shall not use the Property nor permit the Property to be used, without the written consent of the Mortgagee, for a purpose not approved by the Mortgagee acting reasonably. Notwithstanding the forgoing:

- (a) the Mortgagor, its agents, employees and parties authorized by it may conduct building operations, construction and development on the Property including, without limitation, grading and excavation operations, installation of services and all other acts incidental to the development of the Property without the same being deemed acts of waste or requiring the prior written consent of the Mortgagee in accordance with this Section 21; and
- (b) the Mortgagee shall, upon reasonable notice, promptly execute:
 - (i) such plans, agreements, documents, easements, rights-of-way and consents as may be required to facilitate the development of the Property;
 - (ii) such partial discharges as may be required to convey to any Governmental Authority such portion of interest in the Property as may be required for municipal or governmental purposes and for which the Mortgagor receives no financial compensation, provided that in each case the Mortgagee's security is not adversely affected thereby (as determined by the Mortgagee, acting reasonably); and
 - (iii) applications, documents and plans for rezoning, development review, site plan approval, land titles registration, subdivision plan registration, severance consents and other related development matters required by the Mortgagor,

provided that the Mortgagee's reasonable legal fees and disbursements and out-of-pocket expenses in connection with the review and execution of the forgoing together with interest thereon, at the Interest Rate, shall be added to the Loan Indebtedness hereby secured, shall be repaid by the Mortgagor to the Mortgagee forthwith, and until repaid shall be a charge upon the Property and the Mortgagee shall have the same rights and remedies to enforce payment thereof as it would have upon the occurrence of an Event of Default which is continuing. In addition to the forgoing, the Mortgagor hereby indemnifies and agrees to hold the Mortgagee harmless with respect to the payment of any such reasonable legal fees and disbursements and out-of-pocket expenses in connection with the review and execution of the forgoing.

PLACE OF PAYMENT

22. All moneys reflecting Loan Indebtedness shall be payable, in lawful money of Canada, to the Mortgagee at its address hereinbefore stated, or such other place as may be designated by the Mortgagee from time to time.

CROSS-DEFAULT

23. The occurrence of an Event of Default hereunder shall constitute default under the other Security Documents and default, beyond any applicable cure or notice periods, under any of the other Security Documents shall constitute and Event of Default hereunder. The Mortgagee may, upon and during the continuance of an Event of Default or a default under the other Security Documents, pursue its remedies separately under any of the Security Documents, including without limitation, this Mortgage, or jointly all together, or jointly one with any one or more of the Security Documents, without any of the rights and remedies of the Mortgagee not so pursued merging therewith or with any action or judgment with respect thereto.

RELEASE OF SECURITY

24. Subject to the provisions in Section 43, the Mortgagee may (but shall have no obligation to) at any time release any part or parts of the Property or any of the Covenants from any of the Security Documents, or may release the Mortgagor or any other Covenantor from any covenant or other liability to pay any of the Loan Indebtedness or perform any of the Loan Obligations, either with or without any consideration therefor, without being accountable for the value of any such consideration or for any moneys except those actually received by the Mortgagee, and without thereby releasing any other part of the Property or any of the other Covenantors from any of the Security Documents, it being specifically agreed that notwithstanding any such release, the Property, securities and covenants remaining unreleased shall stand charged with the whole of the Loan Indebtedness, and no Person shall have the right to require that any of the Loan Indebtedness be apportioned. Notwithstanding the foregoing, upon the closing of a sale contemplated in Section A.18, Section A.19, and Section A.20 of the Commitment Letter, and provided that (i) no Event of Default has occurred that is continuing, (ii) the Mortgagor has performed and observed the terms and conditions contained in Section A.18, Section A.19, and Section A.20 of the Commitment Letter (which terms and conditions are subject to change in the Mortgagee's sole and unfettered discretion), and (iii) the Mortgagor pays a fee (the "**Discharge Fee**") equal to Two Hundred Fifty Dollars (\$250.00) to the Mortgagee, the Mortgagee shall provide a partial discharge of this Mortgage from title to such Lands or Unit, as applicable, to be sold upon closing. The Discharge Fee is applicable to each and every partial discharge of Lands or Unit, as applicable. The Mortgagor's solicitor shall prepare the mortgage discharge document for review by the Mortgagee and the Mortgagee's solicitor. All reasonable legal fees, disbursements and GST related to the discharge of this Mortgage and any other Security from title to the Lands or a Unit in the Project, as applicable to be sold at the closing shall be paid by the Mortgagor.

WAIVER

25. No extension of time, waiver, or other indulgence given by the Mortgagee to the Mortgagor, or anyone claiming under the Mortgagor, shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor, any guarantor, or any other Person liable for payment of the moneys hereby secured.

USE OF MONEY

26. The Mortgagee shall not be charged with any moneys receivable or collectible out of the Property or otherwise, except those actually received; and all revenue of the Property received or collected by the Mortgagee from any source other than payment by the Mortgagor may, provided an Event of Default has occurred which is continuing, at the option of the Mortgagee, be used in maintaining or insuring or improving the Property, or in payment of Taxes or other charges against the Property, or applied on the mortgage account, and the Mortgagee may (at its option) retain such moneys received or collected, in suspense account; and the Mortgagee shall not, by reason of the collection of any moneys receivable or collectible out of the Property, be deemed to be a mortgagee in possession.

LIABILITY OF MORTGAGOR

27. No sale or other dealings by the Mortgagee or any receiver with the Property or any part thereof, shall in any way change the liability of the Mortgagor or in any way alter the rights of the Mortgagee as against the Mortgagor or any other Person liable for payment of the moneys hereby secured.

ATTORNMENT

28. For better securing the punctual payment of the said mortgage moneys, the Mortgagor hereby attorns and becomes tenant to the Mortgagee of the Property at a monthly rental equivalent to the monthly instalments secured hereby, the same to be paid on such day appointed for the payment of instalments; and if any judgment, execution or attachment shall be issued against any of the goods or lands of the Mortgagor or if the Mortgagor shall become insolvent or bankrupt or commit an act of bankruptcy within the meaning of the *Bankruptcy and Insolvency Act of Canada* as amended, or shall take the benefit of any statute relating to bankruptcy or insolvent debtors, then such rental shall, if not already payable, be payable immediately thereafter. The legal relation of landlord and tenant is

hereby constituted between the Mortgagee and the Mortgagor, but neither this Section 28 nor anything done by virtue hereof, shall render the Mortgagee a mortgagee in possession or accountable for any moneys except those actually received. The Mortgagee may at any time after default hereunder enter upon the Property, or any part thereof, and determine the tenancy hereby created without giving the Mortgagor any notice to quit.

RECORDS

29. The Mortgagor will maintain full and correct books and records showing in detail the earnings and expenses of the Property, and will permit the Mortgagee and its representatives to examine the said books and records and all supporting vouchers and data at any time and from time to time upon reasonable prior written request by the Mortgagee, and at any time and from time to time will furnish the Mortgagee at its request within thirty (30) days of such written request, a statement showing in detail reasonably satisfactory to the Mortgagee all such earnings and expenses since the last such statement, certified by an officer of the Mortgagor.

ASSIGNMENT OF LEASE RIGHTS AND BENEFITS

30. The Mortgagor:

- (a) hereby assigns, transfers and sets over unto the Mortgagee, all of the Mortgagor's right, title and interest, both at law and in equity, in and to the Leases, the Rents and the Lease Benefits, to hold and receive the same unto the Mortgagee with full power and authority to demand, collect, sue for, recover and receive and give receipts for Rents and to enforce payment of the same and enforce performance of obligations under the Leases, including without limitation, the Lease Benefits, assigned in accordance with and subject to the terms of this Mortgage, to have and to hold unto the Mortgagee until payment in full of the Loan Indebtedness and performance of all of the Loan Obligations, provided that the Mortgagor may, subject to any other terms contained in any of the other Security Documents which restrict the Mortgagor's ability to deal with the Leases, collect the Rents and deal with the Leases from time to time as would a prudent landlord so long as an Event of Default does not exist, and upon the occurrence of an Event of Default which is continuing, the Mortgagee shall be entitled to:
- (i) demand, collect and receive the Rents or any part thereof and to give acquittances therefor, and to take from time to time, in the name of the Mortgagor, any proceeding which may be, in the opinion of the Mortgagee or its counsel, expedient for the purpose of collecting Rents or for securing the payment thereof or for enforcing any of the Mortgagor's rights under the Leases, and the Mortgagor hereby grants to the Mortgagee irrevocable authority to join the Mortgagor in any such proceedings or actions, whether judicial or extra-judicial;
 - (ii) to compound, compromise or submit to arbitration any dispute which has arisen or may arise in respect to any amount of Rent, and any settlement arrived at shall be binding upon the Mortgagor;
 - (iii) to enter upon the Property by its officers, agents or employees for the purpose of collecting the Rents and to manage, operate and maintain its interest in the Property including without limitation, the making of repairs or replacements to maintain the Mortgaged Premises;
 - (iv) to receive, enjoy or otherwise avail itself of the Lease Benefits;
 - (v) to appoint and dismiss such agents or employees as may be necessary or desirable for exercise of the Mortgagee's rights hereunder;
 - (vi) to alter, modify, amend or change the terms of Leases; to enter into new Leases; to give consents, concessions or waivers of any rights or provisions of Leases; to accept surrenders of Leases; to give consents to assignment of or subletting under Leases;

- (vii) to send or employ any inspector or agent to inspect and report upon the value, state and condition of the Property and to employ a solicitor to examine and report upon title to the same and the lease documentation pertaining to same;
 - (viii) to appoint a receiver or a receiver and manager in accordance with the provisions of the Mortgage which are hereby incorporated by reference into this Agreement; and
 - (ix) to generally perform all such acts as may in the reasonable opinion of the Mortgagee be necessary or desirable for the proper operation and maintenance of the Property, which acts may be performed in the name of the Mortgagor, or in the name of the Mortgagee;
- (b) whenever any and all Events of Default have been cured after the exercise by the Mortgagee of its rights under this Section 30, may resume collection of the rentals until a further Event of Default has occurred, whereupon the Mortgagee may re-exercise its rights hereunder, and thereafter at any time any Event of Default occurs;
 - (c) shall not at any time during the existence of this Mortgage assign, pledge or hypothecate any of the Leases or the Rents or revenues due or to become due thereunder, or any part thereof, other than to the Mortgagee or pursuant to a Permitted Encumbrance nor shall the Mortgagor grant any general assignment of book debts which would cover such rentals, except pursuant to a Permitted Encumbrance;
 - (b) that in respect of all of the Leases, save for the deposits for the first and last month rentals, not to accept Rents more than one month in advance of the dates when Rents fall due;
 - (d) acknowledges and agrees that neither the taking of this assignment nor anything done in pursuance hereof shall make the Mortgagee liable in any way, as landlord or otherwise, for the performance of any covenants, obligations and liabilities under the Leases or any of them; and
 - (e) acknowledges and agrees that the exercise of this Section 30 or of any collateral security with respect to Rents shall not entitle the Mortgagor to redeem this mortgage.

EVENT OF DEFAULT

31. Notwithstanding the Mortgagee's rights to demand repayment of the Loan Indebtedness in full and the performance of the Loan Obligations at any time in the Mortgagee's sole, absolute and unfettered discretion, any one or more of the following events shall constitute an event of default under the provisions of this Mortgage (an "**Event of Default**"), whether such Event of Default shall be voluntary or involuntary or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or other rule or regulation of any Governmental Authority:
- (a) any of the Covenantors fail to pay on the date upon which the same is due and payable any monies payable hereunder or under any of the other Loan Documents with respect to principal secured hereunder;
 - (b) any of the Covenantors fail to pay on the date upon which the same is due and payable any monies payable hereunder or under any of the other Loan Documents (other than on account of principal), and such failure is not remedied within three (3) business days written notice to the Mortgagor;
 - (c) any of the Covenantors fail to perform or observe any of the terms and conditions contained in this Mortgage or any of the other Loan Documents, and such failure is not remedied within thirty (30) days of written notice to the Mortgagor (but for greater certainty, there shall be no grace or cure period in respect of any Event of Default expressly enumerated hereunder, except as otherwise provided in respect of such Event of Default);

- (d) any funds secured under this Mortgage are used for any purpose other than as set forth in the Commitment Letter;
- (e) the breach or failure to perform or observe any of the terms and conditions contained in Section A.14 through Section A.16 of the Commitment Letter, and such failure is not remedied within five (5) days of written notice to the Mortgagor (but for greater certainty, there shall be no grace or cure period in respect of any Event of Default expressly enumerated hereunder, except as otherwise provided in respect of such Event of Default);
- (f) the breach or failure to perform or observe any of the terms and conditions contained in Section E.1 through Section E.10 of the Commitment Letter, and such failure is not remedied within five (5) days of written notice to the Mortgagor (but for greater certainty, there shall be no grace or cure period in respect of any Event of Default expressly enumerated hereunder, except as otherwise provided in respect of such Event of Default);
- (g) any representation or warranty by any of the Covenantors that is contained in this Mortgage or any of the other Loan Documents furnished to the Mortgagee in connection herewith or therewith shall prove at any time to be untrue or incorrect as of the date made in any material respect;
- (h) a resolution is passed or an order is made for the dissolution, liquidation or winding-up of any of the Covenantors or other cancellation or suspension of its incorporation or termination of its existence or if a petition is filed for the winding-up of the any of the Covenantors;
- (i) any of the Covenantors is found to be insolvent or bankrupt by a court of competent jurisdiction or makes an authorized assignment or bulk sale of its assets or a compromise or arrangement for the benefit of its creditors, makes a proposal to its creditors under the *Bankruptcy and Insolvency Act* (Canada), seeks relief under the *Companies Creditors Arrangement Act* (Canada), or any other bankruptcy, insolvency or analogous law, files a petition or proposal to take advantage of any act of insolvency, consents to or acquiesces in the appointment of a trustee, receiver, receiver and manager, interim receiver, custodian or other Person with similar powers over all or any substantial portion of its assets, files a petition or otherwise commences any proceeding seeking any reorganization, arrangement, composition or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditor's rights or consents to, or acquiesces in, the filing of such a petition; or if a petition in bankruptcy is filed or presented against any of the Covenantors;
- (j) an encumbrancer takes possession of the property of any of the Covenantors which has had or is reasonably likely to have a Material Adverse Effect, or any distress or analogous process is levied upon any of the Covenantors provided that this Section 31(j) shall not apply to any judgment, court order for the payment of money, execution, sequestration, extant or other process that is being contested in good faith if reserves deemed by the Mortgagee to be adequate therefor have been set aside with the Mortgagee or insurance coverage acceptable to the Mortgagee is held, as the case may be, and if there is no Material Adverse Effect regarding the Mortgagee's security position;
- (k) any of the Covenantors permit any sum which has been admitted as due or which is not disputed to be due and which forms or is capable of forming a charge, Lien the Property in priority to or *pari passu* with the charge or security interest created by this Mortgage and any of the other Security Documents, to remain unpaid after proceedings have been taken to enforce the same as a Lien upon the Property has been vacated or discharged within ten (10) business days of such proceedings having been taken;
- (l) the occurrence of a default under: (i) any other security or agreement (including any Permitted Encumbrance) made or assumed by any of the Covenantors (or by which it is bound) in favour of any Person in connection with the Property, to the extent such default has had or is reasonably likely to have a Material Adverse Effect; and (ii) any other security or agreement made or assumed by any of the

Covenantors (or by which it is bound) in favour of the Mortgagee whether or not such security or agreement is in connection with the Property; and in each case if not remedied within the applicable cure or notice period provided for in such security or agreement;

- (m) the Mortgagor does not comply within a reasonable period with any work order issued by a municipal or provincial authority;
- (n) a receiver, receiver-manager or receiver and manager of the any of the Covenantors of any material part of its properties, assets or undertakings is appointed, or if a monitor is appointed in respect of any of the Covenantors;
- (o) any writ of execution, distress, attachment or other similar process is issued or levied against any of the Covenantors or all or any part of its assets, or attachment or other similar process is issued or levied against any of the Covenantors by a court of competent jurisdiction and, in the opinion of the Mortgagee, such judgement or order would materially and adversely affect the ability of any of the Covenantors to fulfil its obligations to the Mortgagee hereunder or under any of the other Loan Documents;
- (p) any part of the Property is condemned or expropriated and, in the opinion of the Mortgagee in respect of any expropriation, such expropriation materially impairs the value of the Property, the validity, enforceability or priority of the security of this Mortgage, or the ability of the Mortgagor to pay the Loan Indebtedness or to perform any of the Loan Obligations;
- (q) any direct or indirect change (i) in the ownership of (A) the Property; or (B) any Covenantor; or (ii) any change of Control of any of the Covenantors, in each case without the consent of the Mortgagee in its sole, absolute and unfettered discretion;
- (r) if a Material Adverse Effect occurs; or
- (s) the occurrence of a cross-default pursuant to Section 23.

RECEIVER

32. Upon the occurrence of an Event of Default which is continuing, the Mortgagee may at such time and from time to time and with or without entry into possession of the Property or any part thereof, appoint a receiver (which term includes a receiver or a manager or a receiver and manager) of the Property or any part thereof and of the Rents and profits thereof and with or without security, and may from time to time remove any receiver and appoint another in his stead and that, in making any such appointment or removal, the Mortgagee shall be deemed to be acting as the agent or attorney for the Mortgagor and not of the Mortgagee. Such appointment may be made at any time either before or after the Mortgagee shall have entered into or taken possession of the Property or any part thereof. Upon the appointment of any such receiver or receivers from time to time, the following provisions shall apply, subject to compliance with applicable laws:
- (a) the statutory declaration of an officer of the Mortgagee as to the Event of Default under the provisions of this Mortgage, shall be conclusive evidence thereof;
 - (b) every such receiver shall be the irrevocable agent or attorney of the Mortgagor for the collection of all Rents falling due in respect of the Property or any part thereof, whether in respect of any tenancies created in priority to these presents or subsequent thereto;
 - (c) every such receiver may, in the discretion of the Mortgagee and by writing under its corporate seal, be vested with all or any of the powers and discretions of the Mortgagee;
 - (d) the Mortgagee may from time to time, by such writing fix the remuneration of every such receiver who shall be entitled to deduct the same out of the Rents from the Property or from the proceeds of the judicial sale of the Property;

- (e) every such receiver shall, so far as concerns responsibility for his acts or omissions, be deemed the agent or attorney of the Mortgagor and in no event the agent of the Mortgagee, and the Mortgagee shall not in any way be responsible for any acts or omissions (including negligence, misconduct or misfeasance) on the part of any such receiver;
- (f) the appointment of every such receiver by the Mortgagee shall not create any liability on the part of the Mortgagee to the receiver in any respect, and such appointment or anything which may be done by any such receiver or the removal of any such receiver or the termination of any such receivership shall not have the effect of constituting the Mortgagee a mortgagee in possession in respect of the Property or any part thereof;
- (g) every such receiver shall from time to time have the power to rent any portion of the Property which may become vacant, for such term and subject to such provisions as he may deem advisable or expedient, and in so doing every such receiver shall act as the attorney or agent of the Mortgagor and he shall have authority to execute under seal any lease of such portion of the Property in the name of and on behalf of the Mortgagor, and the Mortgagor undertakes to ratify and confirm whatever any such receiver may do in respect of the Property;
- (h) every such receiver shall have full power to complete any unfinished construction upon the Property with the intent that the Mortgaged Premises when so completed shall be a complete structure;
- (i) every such receiver shall have full power to manage, operate, amend, repair, alter or extend the Property or any part thereof in the name of the Mortgagor for the purpose of securing the payment of rental from the Property or any part thereof;
- (j) no such receiver shall be liable to the Mortgagor to account for moneys or damages other than cash received by him in respect of the Property or any part thereof, and out of such cash so received every such receiver shall, subject to the approval of the Mortgagee, in the following order, pay:
 - (i) his remuneration aforesaid;
 - (ii) all payments including, without limitation, costs as between solicitor and his own client made or incurred by him in connection with the management, operation, amendment, repair, alteration or extension of the Property or any part thereof;
 - (iii) interest, principal and other moneys which may from time to time, be or become charged upon the Property in priority to these presents, and all Taxes, insurance premiums and every other proper expenditure made or incurred by him in respect to the Property or any part thereof;
 - (iv) to the Mortgagee, all interest due or falling due under these presents and the balance to be applied upon principal due and payable and secured by these presents;
 - (v) into a reserve account in the name of the receiver, an appropriate sum of money as a reserve fund for unusual, emergency or lump sum payments or expenses with respect to the Property; and
 - (vi) any surplus thereafter remaining in the hands of every such receiver after payments made as aforesaid, to the Mortgagor;
- (k) save as to claims for an accounting under Section 32(j) above, the Mortgagor hereby releases and discharges every such receiver and the Mortgagee from every claim of every nature which may arise or accrue to the Mortgagor or any Person claiming through or under the Mortgagor by reason or as a result of anything done by any such receiver under the provisions of this Section 32, unless such claim by the direct and proximate result of gross negligence or wilful misconduct;

- (l) the power of sale, foreclosure and any other remedies of the Mortgagee may be exercised either before, concurrent with, during, or after the appointment of any receiver hereunder.

RIGHTS OF MORTGAGEE

- 33. The Mortgagor further covenants and agrees with the Mortgagee upon the occurrence of an Event of Default which is continuing:
 - (a) the Mortgagee may and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenants, agreements, provisos or stipulations and the costs incurred by the Mortgagee in connection therewith, together with interest thereon, at the Interest Rate, shall be added to the Loan Indebtedness hereby secured, shall be repaid by the Mortgagor to the Mortgagee forthwith, and until repaid shall be a charge upon the Property and the Mortgagee shall have the same rights and remedies to enforce payment thereof as it would have upon the occurrence of an Event of Default which is continuing;
 - (b) the Mortgagee may at such time or times as the Mortgagee may deem necessary and without the concurrency of any Person, enter upon the Property and may make such arrangements for completing the construction, repairing or putting in order of the Mortgaged Premises, or for inspecting, taking care of, leasing, collecting the Rents of and managing generally the Property as the Mortgagee may deem expedient; all reasonable costs, charges and expenses, including allowances for the time and services of any employee of the Mortgagee or other Person appointed for the above purposes, together with interest thereon, at the Interest Rate, shall be added to the Loan Indebtedness hereby secured, shall be repaid by the Mortgagor to the Mortgagee forthwith, and until repaid shall be a charge upon the Property and the Mortgagee shall have the same rights and remedies to enforce payment thereof as it would have upon the occurrence of an Event of Default which is continuing;
 - (c) the Mortgagee may send or employ an inspector or agent to inspect and report upon the value, state and condition of the Property, and a solicitor to examine and report upon the title to the same;
 - (d) the Mortgagee or agent of the Mortgagee may enter into possession of the Property and whether in or out of possession collect the Rents and profits thereof, and make any demise or lease of the Property, or any part thereof, for such terms and periods and at such Rents as the Mortgagee shall think proper; and the power of sale hereunder may be exercised either before or after and subject to any such demise or lease;
 - (e) it shall and may be lawful for and the Mortgagor does hereby grant full power, right and license to the Mortgagee to enter, seize and distrain upon the Property, or any part thereof, and by distress warrant to recover by way of rent reserved as in the case of demise of the Property or any part thereof, as much of the mortgage moneys as shall from time to time be or remain in arrears and unpaid, together with costs, charges and expenses attending such levy or distress, as in like cases of distress for rent;
 - (f) the Mortgagee shall be entitled forthwith to take such proceedings to obtain repayment of the moneys and interest payable to the Mortgagee hereunder and to realize on its security under this Mortgage by foreclosing the same or by whatever other action it may by law be entitled to do, it being acknowledged that nothing herein shall limit such recourse to the Property only;
 - (g) subject to applicable law, the Mortgagee shall be entitled to sell and dispose of the Property with or without entering into possession of the same and with or without notice to the Mortgagor or any party interested in the Property; and all remedies competent may be resorted to; and all the rights, powers and privileges granted to or conferred upon the Mortgagee under and by virtue of any statute or by this Mortgage may be exercised; and no want of notice or publication or any other defect, impropriety or irregularity shall invalidate any sale made or purporting to

be made of the Property hereunder, and the Mortgagee may sell, transfer and convey any part of the Property on such terms of credit, or part cash and part credit, secured by contract or agreement for sale or mortgage, or otherwise, as shall in the opinion of the Mortgagee be most advantageous, and for such price as can reasonably be obtained therefor; and in the event of a sale on credit, or part cash and part credit, whether by way of contract for sale or by conveyance or transfer and mortgage, the Mortgagee is not to be accountable for or charged with any moneys until the same shall be actually received in cash; and the sales may be made from time to time of any portion or portions of the Property to satisfy interest or parts of the principal overdue, leaving the principal or parts thereof to run with interest payable as aforesaid; and the Mortgagee may make stipulations as to the title or evidences or commencement of title or otherwise as the Mortgagee shall deem proper; and the Mortgagee may buy in or rescind or vary any contract for sale of the Property and any resale thereof; and on any sale or release, the Mortgagee shall not be answerable for loss occasioned thereby; and for any of such purposes the Mortgagee may make and execute all agreements and assurances that the Mortgagee shall deem advisable or necessary; and in case any sale held by the Mortgagee under and by virtue of the laws of the Province of Ontario under the power of sale herein contained should prove abortive the Mortgagee may take foreclosure proceedings in respect of the Property in accordance with the provisions of the laws of the Province of Ontario; and in the event of any deficiency on account of the moneys secured by this Mortgage remaining due to the Mortgagee after realizing all the Property, then Mortgagor will pay to the Mortgagee on demand the amount of such deficiency with interest at the Interest Rate both before and after judgment; and in the exercise of any of the foregoing powers, the Mortgagor hereby appoints the Mortgagee the attorney of the Mortgagor for the purpose of making any agreements and assurances on behalf of the Mortgagor as the Mortgagee may deem necessary which power of attorney is coupled with an interest; and the proceeds of any sale hereunder shall be applied as above provided for or in payment of moneys payable under this Mortgage and costs on a solicitor and his own client basis, the balance, if any, to be paid to the Mortgagor;

- (h) the whole of the mortgage moneys shall, at the option of the Mortgagee, become due and payable;
- (i) the Mortgagee may exercise each of the foregoing powers without notice to the Mortgagor.

COVENANTOR MISREPRESENTATION

- 34. Notwithstanding any other provision in this Mortgage, the Mortgagee may demand repayment of all Loan Indebtedness and exercise all of its rights hereunder, including without limitation pursuant to Sections titled "**Receiver**" and "**Rights of Mortgagee**" if any of the Covenantors, any agent of any of the Covenantors or any officers or director of any of the Covenantors shall have made any material misrepresentation in any of the Loan Documents.

ATTORNEY

- 35. As further assurance to the rights and remedies granted by the Mortgagor to the Mortgagee herein, the Mortgagor, as the owner of the Property hereby irrevocably appoints the Mortgagee on its own behalf or any receiver or manager or receiver and manager appointed by the Mortgagee attorney on behalf of the Mortgagor to sell, lease, mortgage, transfer or convey the Property in accordance with the provisions of this Mortgage and to execute all instruments, and do all acts, matters and things that may be necessary for carrying out the powers hereby given and for the recovery of all Rents and Lease Benefits and sums of money that may become or are now due or owing to the Mortgagor in respect of the Property, and for the enforcement of all contracts, covenants or conditions binding on any lessee or occupier of the Property or on any other Person in respect of it, and for the taking and maintaining possession of the Property, and for protecting it from waste, damage, or trespass, in all cases only following an Event of Default which is continuing. Such power of attorney is coupled with an interest.

JUDGMENT

36. The taking of a judgment on any of the covenants or agreements herein contained shall not operate as a merger thereof or affect the Mortgagee's rights to interest to the Maturity Date at the Interest Rate and at the times herein provided. Further, any and all such judgments shall provide for interest thereon to be computed at the Interest Rate and in the same manner as herein provided to the Maturity Date shall have been fully paid and satisfied and, without limiting the generality of the foregoing, the Mortgagee shall be entitled to receive interest at the Interest Rate to the Maturity Date on all moneys payable to the Mortgagee under this Mortgage, after any judgment has been rendered with respect to this Mortgage.

EXPENSES

37. All reasonable expenses, fees, charges or payments incurred, expended or paid by the Mortgagee, acting reasonably and without duplication, (with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise) with respect to the following matters:
- (a) all reasonable solicitors', inspectors', valuers' and surveyors' fees and expenses for drawing and registering this Mortgage and for examining the Property and the title thereto, and for making or maintaining this Mortgage a good and valid charge and mortgage (subject only to the Prior Permitted Encumbrances);
 - (b) all sums which the Mortgagee may advance for insurance premiums, Taxes, or rates;
 - (c) any unpaid amount due to the Mortgagee for the Lender's Fee, and, if applicable, any Extension Fee, and any reasonably and/or prescribed administration fees;
 - (d) all sums which the Mortgagee may expend in payment of prior liens, charges, encumbrances or claims charged or to be charged against the Property or on this Mortgage or against the Mortgagee in respect of this Mortgage;
 - (e) all sums which the Mortgagee may expend in maintaining, repairing, restoring or completing the construction on the Property pursuant to the terms of this Mortgage;
 - (f) the cost of inspecting, leasing, managing or improving the Property, including the price or value of any goods of any sort or description supplied for use on the Property pursuant to the terms of this Mortgage;
 - (g) all sums paid to a receiver of the Property;
 - (h) the cost of exercising or enforcing or attempting to exercise or enforce any right, power, remedy or purpose hereunder provided or implied, and including an allowance for the time, work and expenses of the Mortgagee or any agent or employee of the Mortgagee, for any purpose provided for herein; and
 - (i) the Mortgagee's reasonable solicitors' costs paid by the Mortgagee as a result of any Event of Default, or of endeavouring to collect (with or without suit) any money payable hereunder, or of taking, recovering or keeping possession of the Property, and generally in any other proceedings, matter or thing taken or done to protect or realize this security or any other security for payment of the Loan Indebtedness and performance of the Loan Obligations;

together with interest thereon, at the Interest Rate, shall be added to the Loan Indebtedness hereby secured, shall be repaid by the Mortgagor to the Mortgagee forthwith, and until repaid shall be a charge upon the Property and the Mortgagee shall have the same rights and remedies to enforce payment thereof as it would have upon the occurrence of an Event of Default which is continuing.

COVENANTS AND REPRESENTATIONS

38. The Mortgagor:
- (a) further represents and warrants to the Mortgagee that:

- (i) the Mortgagor:
 - (A) is a corporation incorporated formed and existing under the laws of its jurisdiction of incorporation;
 - (B) has the legal right and all necessary corporate or other power and authority to own its assets, possess a freehold interest in the Property, and carry on its business in all material respects; and
 - (C) is duly qualified, licensed or registered to carry on business under the laws applicable to it in all jurisdictions where it conducts business, except where failure to be so qualified, licensed or registered has not and is not reasonably likely to have a Material Adverse Effect;
- (ii) the Mortgagor has all requisite corporate power and authority to enter into and perform its obligations under this Mortgage and the other Loan Documents, and to do all acts and things and execute and deliver all other documents and instruments as are required hereunder and thereunder to be done, observed or performed by it in accordance with the terms hereof and thereof;
- (iii) the execution and delivery by the Mortgagor, and the performance by it of its obligations under, and compliance with the terms, conditions and provisions of, this Mortgage and the other Loan Documents will not conflict with or result in a breach of any of the terms, conditions or provisions of:
 - (A) its articles, by-laws, shareholders' agreements or other organizational documents; as the case may be;
 - (B) any applicable laws;
 - (C) any material contracts, material authorizations or material contractual restriction binding on or affecting it or its assets, including without limitation, the Property; or
 - (D) any material judgment, injunction, determination or award which is binding on it in each such case, except to the extent that such breach has not and is not reasonably likely to have a Material Adverse Effect;
- (iv) the execution and delivery by the Mortgagor of this Mortgage and the other Loan Documents, and the performance by it of its Loan Obligations have been duly authorized by all necessary corporate or other action including, without limitation, the obtaining of all necessary partner, shareholder or other material and relevant consents. No authorization, consent, approval, registration, qualification, designation, declaration or filing with any Governmental Authority, or other Person, is or was necessary in connection with the execution, delivery and performance of the Mortgagor's obligations under this Mortgage the other Loan Documents, except where failure to obtain same would not have or be reasonably likely to have a Material Adverse Effect;
- (v) this Mortgage and the other Loan Documents have been duly executed and delivered, as the case may be, by the Mortgagor, and constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by the availability of equitable remedies and the effect of bankruptcy, insolvency or similar laws affecting the enforcement of credit's rights generally), is (or will be immediately upon the execution thereof by such Person) in full force and effect, and the Mortgagor has performed and complied in all material respects with all the terms, provisions, agreements and conditions set forth herein and therein and required to be performed or complied with by the Mortgagor;

- (vi) the Mortgagor is not a non-resident within the meaning of the *Income Tax Act* (Canada);
- (vii) there is not now pending or, to the knowledge of the Mortgagor, threatened in writing, against the Mortgagor, any litigation, action, suit, investigation (to the knowledge of the Mortgagor) or other proceeding by or before any Governmental Authority or before any arbitrator which has had or is reasonably likely to have a Material Adverse Effect;
- (viii) as of the date hereof, the written information heretofore supplied by any of the Covenantors (other than information or reports prepared by third parties) to the Mortgagee is true and accurate in all material respects as at the date thereof;
- (ix) all financial statements delivered to the Mortgagee as of the date hereof pursuant to Section 50 present fairly and in all material respects the financial position of any of the Covenantors as of the date thereof and for the fiscal years or financial quarters, as the case may be, then ended;
- (x) since the later of the date hereof and the date of the most recent financial statements delivered to the Mortgagee, there has been no change regarding the financial condition or operations, of any of the Covenantors as reflected in such financial statements or Personal net worth statements, as applicable which has had or is reasonably likely to have a Material Adverse Effect;
- (xi) there is no Event of Default under this Mortgage, nor has the Mortgagor done or omitted to do anything which constitutes an Event of Default which has not been waived or cured. None of the Covenantors is in default under any agreement, guarantee, indenture or instrument to which it is a party or by which it is bound, the breach of which has had or is reasonably likely to have a Material Adverse Effect;
- (xii) as of the date hereof, there are no outstanding judgments, orders, writs, injunctions or decrees that have not been stayed or of which enforcement has not been suspended, against the Mortgagor or any of its assets, including without limitation the Property, which would reasonably be expected to result in a Material Adverse Effect regarding the financial condition or operations of the Mortgagor;
- (xiii) the Mortgagor is the registered owner of a freehold interest in the Property with good and marketable title thereto, and any other real and personal property of the Mortgagor of any nature which is part of the Property, in each case free and clear of all encumbrances, except Permitted Encumbrances, and no Person has any agreement or right to acquire an interest in the Property except as previously disclosed to the Mortgagee in writing by the Mortgagor or permitted in connection with the Permitted Encumbrances;
- (xiv) the Mortgagor has not received notice of any proposed rezoning of all or any part of the Property which has had or is reasonably likely to have a Material Adverse Effect;
- (xv) the Mortgagor has not received notice of any expropriation of all or any part of the Property;
- (xvi) the Mortgagor has the right to mortgage the Property;
- (xvii) upon the enforcement of its remedies under this Mortgage the Mortgagee shall have quiet possession of the Property, free from all encumbrances, other than Permitted Encumbrances;
- (xviii) the Mortgagor, and the operation of its business and assets, including without limitation, the Property, are in compliance in all material respects with all applicable laws (including any environmental laws), except where

any non-compliance is not reasonably likely to have a Material Adverse Effect; and

(xix) the Mortgagor has filed all tax returns which are required to be filed, other than such tax returns the failure of which to file has had or is reasonably likely to have a Material Adverse Effect, and has paid all Taxes, interest and penalties, if any, which have become due pursuant to such returns or pursuant to any assessment received by it and adequate provision for payment has been made for Taxes not yet due except any such payment of which the concerned party is contesting in good faith by appropriate proceedings and for which appropriate reserves have been provided on its books and as to which no foreclosure, distraint, seizure, attachment, sale or other similar proceedings have been commenced or the non-payment of which would not reasonable be excepted to result in a Material Adverse Effect regarding the financial condition or operations of the Mortgagor;

(b) to the extent within the control of the Mortgagor, covenants to cause the forgoing representations and warranties to be true and correct in all material respects until the Loan Indebtedness is repaid in full and the Loan Obligations are fully performed;

(c) acknowledges and agrees that all representations and warranties of the Mortgagor made in this Mortgage or in any of the other Loan Documents are material, shall survive and shall not merge upon the execution and delivery of this Mortgage and shall continue in full force and effect. The Mortgagee shall be deemed to have relied upon such representations and warranties notwithstanding any investigation made by or on behalf of the Mortgagee at any time;

(d) shall not, at any time prior to the repayment in full of the Loan Indebtedness and the performance of all of the Loan Obligations:

(i) repay any loans (principal or interest) to;

(ii) redeem or purchase any shares or units or partnership interests held by or on behalf of;

(iii) pay any compensation, fee or other amount to; or

(iv) pay any distributions or dividends or return on partnership or shareholder investment to,

in each case, any of the Covenantors or any other shareholder, unitholder or partner of any Covenantor, or any other Person not at arms-length to any of the foregoing, save and except for those development, marketing and/or construction fees specifically approved in writing by the Mortgagee and included in the Project Budget prepared by the Project Monitor and provided further that any such repayment does not result in equity or cash of the Mortgagor being removed from the Project;

(e) acknowledges and agrees that any third party property manager of the Property and each property management agreement will be subject to the prior written approval of the Mortgagee, acting reasonably; and

(f) acknowledges and agrees that each new Lease of the Property, including each renewal or extension of an existing Lease (other than any extension or renewal of an existing Lease which is exercised pursuant to, and the terms of which are governed by, such existing Lease), must:

(i) be a commercially reasonable arm's length transaction made in the ordinary course of business and in accordance with prudent property management and leasing standards and practices; and

(ii) provide for rental rates and other terms and conditions consistent with prevailing market rates, terms and conditions.

EXPROPRIATION

39. Subject to the rights of creditors of the Mortgagor in accordance with Prior Permitted Encumbrances, the Mortgagor hereby assigns to the Mortgagee, that portion of any proceeds which may become due and payable to the Mortgagor by an expropriating authority upon an expropriation of the Property or the proceeds of any condemnation, eminent domain or like proceeding or the sale in lieu of or in reasonable anticipation thereof of the whole or any part of the Property or any portion thereof, not to exceed the balance outstanding under the Mortgage, provided that the Mortgagee shall permit the Mortgagor to use such portion of any proceeds as reasonably necessary to pay the cost to repair any damage resulting from such expropriation. The Mortgagor shall forward to the Mortgagee, copies of any documentation relating to an expropriation or a proposed expropriation of the Property or any portion thereof, forthwith upon written receipt of the said documentation by it and shall execute and deliver any further or additional documentation which the Mortgagee in its sole discretion deems reasonably necessary to effect the above assignment or which is requested by the expropriating authority. Notwithstanding anything to the contrary contained herein, if the Mortgagor or the Mortgagee receives a notice of intention to expropriate in relation to the Property, in writing, or any portion thereof, that has had or is reasonably likely to have a Material Adverse Effect, at the reasonable option of the Mortgagee, the whole of the outstanding balance secured under this Mortgage at the date of the expropriation, shall immediately become due and payable in like manner and to all intents and purposes as if the time for payment of the said balance had fully come and expired. If any or all of the Property is expropriated, it is agreed that the proceeds from any such expropriation up to the amount outstanding under this Mortgage shall be paid directly to the Mortgagee in priority to the claims of any other party, except such creditors of the Mortgagor and other parties with priority to collect such proceeds pursuant to any Prior Permitted Encumbrances. Service of a copy of this Mortgage on the expropriating authority shall be sufficient authority for the expropriating authority to deliver proceeds to the Mortgagee, in accordance with the terms of the assignment contained herein.

PERMITTED ENCUMBRANCES AND OTHER OBLIGATIONS

40. The Mortgagor hereby covenants to perform and observe and satisfy all the terms, covenants and conditions to be performed and observed by the Mortgagor under the terms of any Prior Permitted Encumbrances and the Leases (hereinafter called the "**Other Obligations**"). It is expressly agreed and understood by the Mortgagor that in the event of default by the Mortgagor under any of the terms of any Other Obligations, beyond any applicable notice or cure periods, then at the option of the Mortgagee an Event of Default shall have occurred hereunder. The Mortgagee may at its option make any payment or cure any default under the any Prior Permitted Encumbrance and any amount or amounts so paid together with all reasonable costs, charges, expenses and outlays of the Mortgagee thereby incurred together with interest thereon at the Interest Rate shall be added to the Loan Indebtedness hereby secured, shall be repaid by the Mortgagor to the Mortgagee forthwith, and until repaid shall be a charge upon the Property and the Mortgagee shall have the same rights and remedies to enforce payment thereof as it would have upon the occurrence of an Event of Default which is continuing.

SEVERABILITY

41. In the event any Section or part thereof or any Section or part thereof is invalid and not enforceable for any reason, then such Section or part thereof or such Section or part thereof shall be severable from this Mortgage and not affect the validity or enforceability of any other part of this Mortgage.

SUCCESSORS AND ASSIGNS

42. When the context makes it possible, the word "**Mortgagee**" wherever it occurs in this Mortgage, shall include the successors and assigns of the Mortgagee, and the word "**Mortgagor**" shall include heirs, executors, administrators, successors and permitted assigns of the Mortgagor; and that words in the singular include the plural, and that words in plural include the singular, and words importing the masculine gender include the feminine; and that if there is more than one entity comprising the Mortgagor all covenants herein contained and implied are to be construed as joint and several; and that heirs, executors, administrators, successors and assigns of any party executing this Mortgage are jointly and severally bound by the covenants, provisos and agreements herein contained or

implied. The Documents, including without limitation this Mortgage, together with the Loan Indebtedness and the Loan Obligations may be assigned or participated by the Mortgagee (and its successors and assigns), in whole or in part, without the consent of the Mortgagor.

DISCHARGE

43. The Mortgagee shall upon payment and performance of all indebtedness and obligations secured hereby in full deliver an executed discharge of this Mortgage; it being agreed that the Mortgagor's solicitor shall be responsible for preparing the mortgage discharge document for review by the Mortgagee and its counsel at least seven (7) days prior to payment, and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Mortgagee; and all reasonable legal and other expenses and Taxes thereon, if any, for the preparation and execution of such discharge shall be borne by the Mortgagor.

LAW

44. This Mortgage is made pursuant to the *Land Titles Act* (Ontario) and any amendments thereto.

COMMITMENT LETTER

45. The parties agree that the accepted terms and conditions of the Commitment Letter, shall survive the initial advance of monies by the Mortgagee to the Mortgagor as contemplated hereunder and continue to be in full force and effect after said initial advance. In the event there is a direct conflict between the terms and conditions of this Mortgage and the Commitment Letter, then the Commitment Letter shall prevail to the extent necessary to resolve the conflict. In the event there is a direct conflict between the terms and conditions of this Mortgage and any other Loan Document (other than the Commitment Letter), the terms and conditions of this Mortgage shall prevail to the extent necessary to resolve the conflict.

HAZARDOUS MATERIALS

46. The Mortgagor,
- (a) has not nor, to the best knowledge of the Mortgagor, has any other Person ever caused or permitted any hazardous materials to be placed, held, located or disposed of on, under or at the Property and that its business and assets are operated in compliance with applicable laws intended to protect the environment (including, without limitation, laws respecting the disposal or emission of hazardous materials) and that no enforcement actions in respect thereof are threatened or pending.
 - (b) covenants and agrees that it will at all times during the continuance of this Mortgage, operate the Property in compliance with applicable laws intended to protect the environment (including, without limitation, laws respecting the disposal or emission of hazardous materials) and shall, subject to the rights of tenants under the Leases, permit the Mortgagee to conduct inspections and appraisals of all or any of its records, business and assets at any time or from time to time upon reasonable prior notice to ensure such compliance.
 - (c) in addition to the representations and warranties contained in Section 38, hereby represents, warrants and agrees that,
 - (i) to the best of the knowledge of the Mortgagor, the condition and use of the Property is, and will continue to be in compliance with all applicable environmental laws and standards; all necessary licenses and permits relating to the release of contaminants, production of dangerous materials and carrying on of hazardous activities have been obtained and are being complied with; there are no outstanding orders against the Mortgagor from any Governmental Authority responsible for protecting the environment;
 - (ii) to the best of the knowledge of the Mortgagor, the Property is not being subjected to environmental damage or contamination and to the best of the

Mortgagor's knowledge, the Property incurred no such damage or contamination prior to the Mortgagor's control;

- (iii) the Mortgagor will use commercially reasonable efforts to use the Property and conduct its business thereon so as not to cause environmental damage and that the use of the Property will not change without the Mortgagee's approval, acting reasonably;
- (iv) to the best of the knowledge of the Mortgagor, the terms of any past credit arrangement have not been altered, cancelled or not renewed due to environmental risk considerations;
- (v) all legally required remedial action will be taken with respect to violations of environmental laws, and spills or other contaminations;
- (vi) the Mortgagor will give notice to the Mortgagee of any contamination of which the Mortgagor has or acquires knowledge of, or any pending or threatened government enforcement action or civil suit arising out of alleged environmental damage of which the Mortgagor has or acquires knowledge of;
- (vii) in accordance with Section 15 above, the Mortgagor will permit the Mortgagee and its agents to enter onto the Property at any time to conduct an environmental inspection and to permit the Mortgagee to take such action as it deems reasonably necessary to remedy any environmental damage or breach of law which the Mortgagor fails to take, subject to the rights of tenants under the Leases;
- (viii) the Mortgagor will provide copies of its own internal/external environmental audits to the Mortgagee upon written request;
- (ix) subject to the terms of the existing Leases, the Mortgagor will use commercially reasonable efforts to cause any other occupants or Persons in control of the Property to comply with the foregoing covenants;
- (x) the Mortgagor will defend and indemnify the Mortgagee, its directors, officers, employees and agents against all reasonable costs, etc., arising out of any environmental damage caused by the Mortgagor's activities or by contamination of or from the Property (unless caused by the Mortgagee or those for whom in law it is responsible); and
- (xi) if the Mortgagor fails to perform any of the foregoing covenants beyond any applicable notice or cure periods, the Mortgagee may do so and any money expended by the Mortgagee shall be paid by the Mortgagor out of any funds coming into the Mortgagee's possession in priority to the Loan.

DUE ON SALE

47. The Loan Indebtedness shall, at the election of the Mortgagee, immediately become due and payable in full without notice by nor demand from the Mortgagee if the Property or any part thereof or interest therein is, without the prior consent in writing of the Mortgagee sold, transferred, conveyed, foreclosed, exchanged, assigned, mortgaged, or otherwise disposed of, or if the Mortgagor enters into an agreement to effect any of the foregoing whether by registered or unregistered instrument and whether for valuable or nominal consideration (and if the Mortgagor is a corporation, any change in Control of the Mortgagor or any other Covenantor shall constitute a default under this Section 47), in all cases except as specifically permitted in this Mortgage or in the Commitment Letter; provided however that nothing herein shall be construed as permitting the Mortgagor to prepay this Mortgage in whole or in part except in accordance with Section 8 hereof; and provided further that the acceptance by the Mortgagee of any instalment payment or other payment under this Mortgage from any entity other than the Mortgagor shall not constitute a waiver by the Mortgagee of its rights under this Section 47, nor a consent by the Mortgagee of any such sale or disposal of the Property as above described.

SUBSEQUENT FINANCING

48. The Loan Indebtedness shall, at the election of the Mortgagee, become due and payable in full if the Property or any part thereof or interest therein is, without the prior consent in writing of the Mortgagee acting reasonably, mortgaged or similarly charged, except as may be specifically permitted in this Mortgage, the Commitment Letter or under a Permitted Encumbrance; provided however that nothing herein shall be construed as permitting the Mortgagor to repay this Mortgage in whole or in part except in accordance with Section 8 hereof.

PROHIBITED BUSINESSES

49. The Mortgagor agrees not to operate, nor allow any tenant to operate a business on the Property that:
- (a) is sexually exploitive or that is inconsistent with generally accepted community standards of conduct and propriety, including those that feature sexually explicit entertainment, products or services; or
 - (b) are engaged in or associated with illegal activities.

FINANCIAL STATEMENTS AND REPORTS

50. The Mortgagor shall deliver or cause to be delivered the documentation required by Section E.1 through Section E.10 of the Commitment Letter to the Mortgagee.

BENEFIT OF EASEMENTS

51. As additional security for the indebtedness and other obligations secured hereunder and interest thereon and the due performance of the Mortgagor's obligations hereunder and under any collateral security the Mortgagor hereby assigns, transfers, mortgages, charges and sets over to and in favour of the Mortgagee as and by way of a specific assignment, mortgage and charge all of the right, title and interest of the Mortgagor in and with respect to any and all easements, restrictive covenants, rights of way, party wall agreements and encroachment agreements benefiting the Property (the "**Title Agreements**") and all of the benefit, power and advantage of the Mortgagor to be derived therefrom (including without limitation the benefit of any positive covenants) and otherwise to enforce the rights of the Mortgagor under the Title Agreements in the name of the Mortgagor. Nothing herein contained shall render the Mortgagee liable to any Person for the fulfilment or non-fulfilment of the obligations covered in any of the Title Agreements, including, but not limited to, the payment of any moneys thereunder or in respect thereto and the Mortgagor hereby indemnifies and agrees to save and hold harmless the Mortgagee from and against any and all claims, demands, actions, causes of action, losses, suits, damages and costs whatsoever arising directly or indirectly from or out of any of the Title Agreements. The Mortgagor covenants and agrees with the Mortgagee that the Mortgagor shall not surrender, alter, amend or modify any of the Title Agreements or any of the terms or conditions thereof except with the prior written consent of the Mortgagee or as required to complete the project, if applicable, as determined by the Mortgagor, acting as a prudent owner.

INDEMNITY

52. The Mortgagor shall indemnify and save harmless the Mortgagee and its officers, agents, trustees, employees, contractors, licensees or invitees from and against any and all losses, damages, injuries, expenses, suits, actions, claims and demands of every nature whatsoever in connection with any breach or default by the Mortgagor under this Mortgage and any of the other Loan Documents.

GENERAL

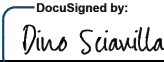
53. This Mortgage shall be construed in accordance with and governed under the laws of the Province of Ontario and the federal laws of Canada applicable therein.
54. The Mortgagor agrees with the Mortgagee as follows:

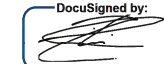
- (a) to comply with the terms and conditions of this Mortgage and the other Loan Documents at all times;
 - (b) to maintain the Property in a sound state of repair at all times as would other prudent owners of similar property;
 - (c) to allow the Mortgagee and its appointees to have access to the property at all reasonable times upon reasonable prior notice, subject to the rights of tenants at the Property; and
 - (d) at the Mortgagee's request, acting reasonably, to promptly deliver or cause to be delivered to the Mortgagee promptly such information about the financial condition and operation with respect to the Property as the Mortgagee may request from time to time.
55. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Commitment Letter.
56. This Mortgage may be executed or executed electronically and delivered in any number of counterparts, each of which when so executed or executed electronically and delivered shall be an original, but all of which taken together shall constitute one and the same instrument. It shall not be necessary in making proof of this Mortgage to produce or account for more than one such counterpart. Transmission of executed or electronically executed copies of this Mortgage whether or not in counterpart, by facsimile or other electronic transmission, shall be deemed to have the same effect as delivery of an original executed copy to the party receiving the transmission.
57. Notwithstanding anything in this Mortgage, in dealing with enforcing and realizing on this Mortgage, the Mortgagee shall not claim hereunder any greater amount in the aggregate than the amounts advanced by the Mortgagee that remain unpaid, together with all accrued and unpaid interest, and any other amounts unpaid hereunder.

-- signatures follow on next page --

IN WITNESS WHEREOF the Mortgagor has duly executed this Mortgage this 30th day of November, 2022.

MAPLEVIEW DEVELOPMENTS LTD.

Per: 
Name: Dino Scavilla
Title: President

Per: 
Name: Gregory Zehr
Title:

I/We have authority to bind the Corporation

SCHEDULE "A"

LEGAL DESCRIPTION OF THE LANDS

1. PIN 58091-4253 (LT)

BLOCK 3, PLAN 51M1193, EXCEPT PARTS 1 TO 8 PLAN 51R43276; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

2. PIN 58091-4598 (LT)

PART BLOCK 4 PLAN 51M1193 PART 23 51R43276; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 51R43276 AS IN SC1914093; CITY OF BARRIE

3. PIN 58091-3885 (LT)

BLOCK 6, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; CITY OF BARRIE

4. PIN 58091-3886 (LT)

BLOCK 7, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 51R42804 AS IN SC1914093; CITY OF BARRIE

5. PIN 58091-3887 (LT)

BLOCK 8, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; CITY OF BARRIE

6. PIN 58091-3888 (LT)

BLOCK 9, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

7. PIN 58091-3889 (LT)

BLOCK 10, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

8. PIN 58091-3890 (LT)

BLOCK 11, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

9. PIN 58091-3891 (LT)

BLOCK 12, PLAN 51M1193; SUBJECT TO AN EASEMENT AS IN SC212816; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

10. PIN 58091-3893 (LT)

BLOCK 14, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

11. PIN 58091-3894 (LT)

BLOCK 15, PLAN 51M1193; SUBJECT TO AN EASEMENT AS IN SC212816; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

12. PIN 58091-3895 (LT)

BLOCK 16, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; CITY OF BARRIE

13. PIN 58091-3896 (LT)

BLOCK 17, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; CITY OF BARRIE

14. PIN 58091-3897 (LT)

BLOCK 18, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 10, 11, 12, 13 AND 14, PLAN 51R42805 AS IN SC1750702; CITY OF BARRIE

15. PIN 58091-3898 (LT)

BLOCK 19, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

16. PIN 58091-3899 (LT)

BLOCK 20, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

17. PIN 58091-3900 (LT)

BLOCK 21, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 6, 7, 8 AND 9, PLAN 51R42805 AS IN SC1750701; CITY OF BARRIE

18. PIN 58091-3901 (LT)

BLOCK 22, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

19. PIN 58091-3902 (LT)

BLOCK 23, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; CITY OF BARRIE

20. PIN 58091-0287 (LT)

PT S1/2 LT 16 CON 12 INNISFIL AS IN RO1308191; BARRIE

21. PIN 58091-4639 (LT)

BLOCK 1 PLAN 51M1193 SAVE AND EXCEPT PARTS 1 TO 15, 51R43408;
SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN
EASEMENT IN GROSS OVER PARTS 2 AND 3 51R42805 AS IN SC1750700; CITY
OF BARRIE

22. PIN 58091-4741 (LT)

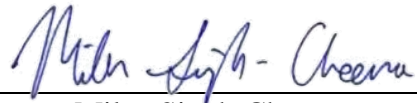
PART OF BLOCK 2 PLAN 51M1193, PART 24, 51R-43408; SUBJECT TO AN
EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

23. PIN 58091-4742 (LT)

BLOCK 2 PLAN 51M1193, SAVE AND EXCEPT PARTS 16 TO 24 51R43408;
SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

T A B E

THIS IS **EXHIBIT "E"** REFERRED TO IN THE AFFIDAVIT
OF DANIEL POLLACK, SWORN BEFORE ME THIS
14TH DAY OF MARCH, 2024.



Milan Singh-Cheema
A Commissioner for taking Affidavits
(or as may be)

GENERAL SECURITY AGREEMENT

THIS AGREEMENT (the "**General Security Agreement**") is dated as of the 30th day of November, 2022.

BETWEEN:

MAPLEVIEW DEVELOPMENTS LTD.

(the "**Grantor**")

OF THE FIRST PART

- and -

KINGSETT MORTGAGE CORPORATION

(the "**Grantee**")

OF THE SECOND PART

WHEREAS the Grantor, as mortgagor, has granted a mortgage (the "**Mortgage**") to and in favour of the Grantee, as mortgagee, of the lands and premises charged therein (the "**Property**"), notice of which was registered on the date hereof in the Land Registry Office for the Land Titles Division of Barrie (No. 51) to secure the payment of principal, interest and other monies and the performance of all obligations arising thereunder, as amended, modified, supplemented or replaced from time to time;

AND WHEREAS as a condition for receiving the Loan Indebtedness, the Grantor agreed to create and to grant to the Grantee, its successors and assigns, as further continuing and collateral security for the payment of the Loan Indebtedness and observance and performance of the Loan Obligations, the collateral security constituted by this General Security Agreement;

NOW THEREFORE IN CONSIDERATION of the recitals, the Grantee extending the Loan Indebtedness and for such other good and valuable consideration received by the Grantor, the receipt and adequacy of which is acknowledged by the Grantor, the Grantor agrees with the Grantee as follows:

ARTICLE 1

DEFINITIONS, INTERPRETATION

1.1 Definitions

Capitalized terms that are not defined herein have the meanings set out in the Mortgage. Unless otherwise defined herein or in the Mortgage, capitalized terms used herein that are defined in the *Personal Property Security Act*, as amended or replaced from time to time (the "**PPSA**"), of the province where the Collateral is situate (the "**Province**") or in the *Securities Transfer Act* of the Province as amended or replaced from time to time (the

"STA") shall have the meanings set out in the PPSA or the STA, respectively, unless the context otherwise requires. Otherwise, in this General Security Agreement:

- (a) "**Account Borrower**" has the meaning ascribed to it in Section 3.1(h);
- (b) "**Account Debtor**" means any Person who is or becomes obligated to the Grantor under, with respect to, or on account of an account;
- (c) "**Collateral**" has the meaning ascribed to it in Section 2.1, and any reference to Collateral shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof";
- (d) "**Contract**" means any contracts, agreements, indentures, licenses, permits, commitments, entitlements, engagements or other arrangements, including any investment with or interest in any Person, which does not constitute Chattel Paper, Investment Property or Instruments, whether written or unwritten, to which the Grantor is now or subsequently becomes a party or has a benefit, right, or in which the Grantor now has or subsequently acquires an interest;
- (e) "**Control Agreement**" means:
 - (i) with respect to any Uncertificated Security included in the Collateral, an agreement between the issuer of such Uncertificated Securities and another Person whereby such issuer agrees to comply with instructions that are originated by such Person in respect of such Uncertificated Security, without the further consent of the Grantor; and
 - (ii) with respect to any Securities Accounts or Security Entitlements included in the Collateral, an agreement between the Securities Intermediary in respect of such Securities Accounts or Security Entitlements to comply with any Entitlement Orders with respect to such Securities Accounts or Security Entitlements that are originated by the Grantee without the further consent of the Grantor;
- (f) "**Debts**" has the meaning ascribed to it in Section 2.1(c);
- (g) "**Encumbrances**" has the meaning ascribed to it in Section 3.1(f);
- (h) "**Future Purchase Agreements**" has the meaning ascribed to it in Section 2.1(q);
- (i) "**Indebtedness**", in respect of any Person, is used in its most comprehensive sense and includes any and all advances, debts, duties, endorsements, guarantees, liabilities, obligations, responsibilities and undertakings of such Person at any time assumed, incurred or made, however arising, whether or not now due, absolute or contingent, liquidated or unliquidated, direct or indirect, and whether such Person is liable individually or jointly with others, irrespective of the regularity or validity thereof or of any security therefor;

- (j) "**Loan Indebtedness**" means any Indebtedness from time to time of the Grantor or any of the other Covenantors to the Grantee arising under any of the Loan Documents;
- (k) "**Loan Obligations**" means the obligations from time to time of the Grantor or any of the other Covenantors arising under the Loan Documents;
- (l) "**Receiver**" has the meaning ascribed to it in Section 5.3(a);
- (m) "**Secured Obligations**" has the meaning ascribed to it in Section 2.5; and
- (n) "**Security Interest**" has the meaning ascribed to it in Section 2.1.

1.2 Interpretation

For the purposes of this General Security Agreement, all references to the singular include the plural where the context so admits, the masculine to include the feminine and neuter gender and, where necessary, a body corporate, and vice versa. If more than one Grantor executes this General Security Agreement, this General Security Agreement shall apply and be binding upon each of them jointly and severally and all obligations hereunder shall be joint and several.

1.3 Headings

In this General Security Agreement, the headings have been inserted for reference only and shall not define, limit, alter or enlarge the meaning of any provision of this General Security Agreement.

ARTICLE 2 **SECURITY INTERESTS**

2.1 Grant of Security

As general and continuing collateral security for the payment of the Loan Indebtedness and performance of the Loan Obligations, the Grantor hereby grants to the Grantee by way of mortgage, charge, assignment and transfer, a security interest in and to all right, title and interest of the Grantor in all presently owned or held and hereafter acquired or held, by way of amalgamation or otherwise, personal property of whatsoever nature and kind pertaining to the Property, and in all Proceeds thereof and therefrom, renewals thereof, Accessions thereto and substitutions therefor (all of which are herein collectively called the "**Collateral**") (the "**Security Interest**"), including, without limiting the generality of the foregoing:

- (a) all Inventory of whatever kind (whether or not supplied or sold by the Grantee to the Grantor) including, without limiting the generality of the foregoing, all goods held for sale or lease or that have been leased or that are to be furnished or have been furnished under contracts for service, or that are raw materials, works in process, or materials used or consumed in the business of the Grantor;

- (b) Equipment (other than Inventory) of whatsoever nature and kind, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature and kind;
- (c) book accounts and book debts and generally all Accounts (excluding Investment Property), debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including but not limited to Instruments, Chattel Paper, and letters of guarantee, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by the Grantor (all of which are herein collectively called the "**Debts**");
- (d) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (e) all Investment Property, including but not limited to shares, stock, warrants, bonds, debentures, debenture stock and other Securities (whether evidenced by a Security Certificate or being an Uncertificated Security), Security Entitlements, Securities Accounts, Futures Contracts and Futures Accounts and Financial Assets;
- (f) all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;
- (g) all deeds, documents, writings, papers, books of account and other books relating to or being records of Accounts, Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (h) all contractual rights, insurance claims, insurance proceeds and all goodwill, patents, trademarks, copyrights, and other intellectual property;
- (i) all construction, supply, consulting, architect, engineer, construction manager, marketing agent or other like contracts of any nature for construction or supply of materials in connection with the construction or maintenance of the Mortgaged Premises, whether those contracts exist as of the date hereof or at any time in the future;
- (j) all licenses, permits, in the possession, control or name of the Grantor now or at any time in the future with respect to all chattels which are required to be inspected, approved or licensed;
- (k) all of the necessary licenses and permits (including building/development permits) required for the construction of all of the Mortgaged Premises and for the conduct and operation of the Grantor's intended use thereof issued by any government, statutory or other authority having jurisdiction over same, and all monies paid thereunder;

- (l) all plans, conceptual specifications and drawings, architects' and engineers' drawings, technical specifications, building permit drawings, building permits (including all interest in monies paid thereunder), surveyors' drawings, quantity specifications, and all similar items related to the construction of all of the Mortgaged Premises;
- (m) all outstanding guarantees, warranties and indemnities obtained for the benefit of the Grantor;
- (n) all surviving rights under any agreement(s) of purchase and sale (including all amendments, waivers and other agreements related thereto) or any delivery or agreement entered into pursuant thereto and all interests and benefits to be derived therein and thereunder, including all rights to commence actions or enforce rights thereunder, and without limiting the generality of the foregoing, all amounts (whether cash, instruments or other consideration) which, pursuant to the terms of the foregoing agreements, are withheld at any time by or on behalf of the Grantor from the payment of the purchase price;
- (o) all monies and cash, including any held in a cash collateral account, and all cash held as collateral security for outstanding letters of credit or letters of guarantee, including deposits from purchasers on the sale of units, parking and storage lockers which may be held in a solicitor's deposit trust account (other than trust monies lawfully belonging to others);
- (p) all other personal property now or hereafter owned by the Grantor, including all personal property otherwise described in any schedule now or hereafter annexed hereto;
- (q) all right, title and interest of the Grantor in and to any purchase agreement for the sale of real or personal property and all agreements delivered to the Grantor pursuant thereto or in connection therewith (collectively, "**Future Purchase Agreements**"), and all interests and benefits to be derived therein and thereunder, including all rights to commence actions or enforce rights thereunder, and without limiting the generality of the foregoing, all amounts (whether cash, instruments or other consideration) which, pursuant to the terms of the foregoing agreements, are received by the Grantor on account of the purchase price under the Future Purchase Agreement; and
- (r) all of the Grantor's right, title and interest, both present and future, in and to all of its presently owned or held and after acquired or held property which:
 - (i) is or hereafter becomes a fixture, or
 - (ii) constitutes a license, quota, permit or other similar right or benefit or crops;

and all proceeds and products of the property described above including, without limiting the generality of the foregoing, all personal property in any form or fixtures derived directly or

indirectly from any dealing with such property or the proceeds therefrom and any payment that indemnifies or compensates for the loss of or damage to such property or the proceeds therefrom.

2.2 Exceptions

The Security Interest granted hereby shall not extend or apply to and the Collateral shall not extend to or include:

- (a) Consumer Goods; and
- (b) the last day of the term created by any real property lease or sublease, or agreement to lease real property or sublease now held or hereafter acquired by the Grantor, but the Grantor shall stand possessed of the reversion thereby remaining upon trust to assign and dispose thereof to any third party as the Grantee shall direct.

2.3 Value and Attachment

The Grantor acknowledges that value has been given and that the Grantor has rights in the Collateral. The Grantee and the Grantor have not agreed to postpone the time for attachment of the Security Interest created by this General Security Agreement and the Grantor and the Grantee intend that the Security Interest shall attach to presently owned or held Collateral upon execution of this General Security Agreement and shall attach to each item of hereafter acquired Collateral upon acquisition of any right, title and interest of the Grantor in that Collateral.

2.4 Consent; Limitation on grant of Security Interest

Nothing in this General Security Agreement shall constitute an assignment or attempted assignment of any Contract which by its provisions or by applicable law is not assignable, which would result in the termination of or a breach under such Contract, or which requires the consent of a third party to its assignment unless such consent has been obtained. With respect to any Contract which the Grantee reasonably determines to be material, the Grantor shall promptly, upon written request by the Grantee, attempt but shall not be obligated to obtain the consent of any necessary third party to its assignment under this General Security Agreement and to its further assignment by the Grantee to any third party as a result of the exercise by the Grantee of remedies after demand. Upon such consent being obtained or waived, this General Security Agreement shall apply to the applicable Contract without regard to this section and without the necessity of any further assurance to effect such assignment. Unless and until the consent to assignment is obtained as provided above, the Grantor shall, to the extent it may do so at law or pursuant to the provisions of the Contract or interest in question hold all benefit to be derived from such Contract in trust for the Grantee (including the Grantor's beneficial interest in any Contract which may be held in trust for the Grantee by a third party), as additional security for the payment of the Loan Indebtedness and performance of the Loan Obligations.

2.5 Secured Obligations

The Collateral secures the payment of the Loan Indebtedness and the performance of all Loan Obligations including without limitation, all present and future obligations of the Grantor arising under the Mortgage, this General Security Agreement and the Loan Documents, whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, whether the Loan Indebtedness is reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether incurred by the Grantor alone or with another or others and whether as a principal or surety, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise together with all reasonable fees, costs, lawyers' fees and disbursements, reimbursement obligations, contract causes of action, expenses and indemnities related thereto (all such obligations, covenants, duties, debts, liabilities, sums and expenses being herein collectively called the "**Secured Obligations**").

2.6 Perfection

The Grantor shall from time to time as may be required by the Grantee with respect to the Collateral take all actions as may be requested by the Grantee to perfect the Security Interest at the expense of the Grantor.

ARTICLE 3 **REPRESENTATIONS, WARRANTIES AND COVENANTS**

3.1 Representations and Warranties

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

- (a) the Grantor:
 - (i) is a corporation incorporated, formed and existing under the laws of its jurisdiction of incorporation;
 - (ii) has the legal right and all necessary corporate or other power and authority to own its assets, possess an interest in the Collateral, and carry on its business in all material respects; and
 - (iii) is duly qualified, licensed or registered to carry on business under the laws applicable to it in all jurisdictions where it conducts business, except where failure to be so qualified, licensed or registered has not and is not reasonably likely to have a Material Adverse Effect;
- (b) the Grantor has all requisite corporate power and authority to enter into and perform its obligations under this General Security Agreement, and to do all acts and things and execute and deliver all other documents and instruments as are required hereunder to be done, observed or performed by it in accordance with the terms hereof;

- (c) the execution and delivery by the Grantor, and the performance by it of its obligations under, and compliance with the terms, conditions and provisions of, this General Security Agreement will not conflict with or result in a breach of any of the terms, conditions or provisions of:
 - (i) its articles, by-laws, shareholders' agreements or other organizational documents, as the case may be;
 - (ii) any applicable laws;
 - (iii) any material contracts, material authorizations or material contractual restrictions binding on or affecting it or its assets, including without limitation, the Collateral; or
 - (iv) any material judgment, injunction, determination or award which is binding on it in each such case, except to the extent that such breach has not and is not reasonably likely to have a Material Adverse Effect;
- (d) the execution and delivery by the Grantor of this General Security Agreement, and the performance by it of its obligations hereunder have been duly authorized by all necessary corporate or other action including, without limitation, the obtaining of all necessary partner, shareholder or other material and relevant consents. No authorization, consent, approval, registration, qualification, designation, declaration or filing with any Governmental Authority, or other Person, is or was necessary in connection with the execution, delivery and performance of the Grantor's obligations under this General Security Agreement except where failure to obtain same would not have or be reasonably likely to have a Material Adverse Effect;
- (e) this General Security Agreement has been duly executed and delivered by the Grantor, and constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by the availability of equitable remedies and the effect of bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally), is (or will be immediately upon the execution thereof by the Grantor) in full force and effect, and the Grantor has performed and complied in all material respects with all the terms, provisions, agreements and conditions set forth herein and required to be performed or complied with by the Grantor;
- (f) the Collateral is genuine and is owned by the Grantor or the Grantor has rights in the Collateral, free of all security interests, mortgages, liens, claims, charges and other encumbrances (herein collectively called "**Encumbrances**"), save for the security constituted by this General Security Agreement, the security constituted by or granted in connection with any Permitted Encumbrances;
- (g) the Grantor has good and lawful authority to create the security interests in the Collateral constituted by this General Security Agreement;

- (h) each Debt included in Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "**Account Borrower**"), and the amount represented by the Grantor to the Grantee from time to time as owing by each Account Borrower or by all Account Borrowers will be the correct amount actually and unconditionally owing by such Account Borrower or Account Borrowers, except for normal cash discounts where applicable, and no Account Borrower will have any defense, set off, claim or counterclaim against the Grantor which can be asserted against the Grantee, whether in any proceeding to enforce the Collateral or otherwise;
- (i) to the best of the Grantor's knowledge and belief, the Grantor is not in breach or default of any agreement to which it is a party;
- (j) the Grantor has not consented to the entering into of a Control Agreement by: (A) any issuer of any Uncertificated Securities included in or relating to the Collateral; or (B) any Securities Intermediary for any Securities Accounts or Security Entitlements included in or relating to the Collateral, other than, in either case, the Grantee;
- (k) the Grantor's full legal name is Mapleview Developments Ltd. and it has no French form of name or trade name; and
- (l) the registered office, the principal place of business of the Grantor, and the location of all books and records evidencing the Debts is 30 Wertheim Court, Building A, Suite 3, Richmond Hill, Ontario L4B 1B9 (the "**Grantor's Head Office**").

3.2 Survival

All representations and warranties of the Grantor made in this General Security Agreement or in any of the other Loan Documents are material, shall survive and shall not merge upon the execution and delivery of this General Security Agreement and shall continue in full force and effect. The Grantee shall be deemed to have relied upon the representations and warranties notwithstanding any investigation made by or on behalf of the Grantee at any time.

3.3 Covenants

The Grantor covenants and agrees that at all times while this General Security Agreement remains in effect the Grantor:

- (a) will (i) maintain its corporate or other existence in good standing under the laws of its jurisdiction of incorporation or organization; (ii) continue to conduct its business substantially as now conducted; and (iii) do, or cause to be done, all things necessary to keep in full force and effect all permits and all properties, rights, franchises, licenses and qualifications to carry on its business in all jurisdictions where such business is currently being carried on;

- (b) will not, without the prior written consent of the Grantee, change its legal name, jurisdiction of formation and organization, address of its registered office, head office, principal place of business or chief executive office, corporate structure, province or territory in which its registered office, head office, principal place of business or chief executive office is located. The Grantor will, prior to any change described in the preceding sentence, take all actions requested by the Grantee to maintain the perfection and priority of the Grantee's security interest in the Collateral;
- (c) will keep the Collateral, to the extent not delivered to the Grantee, at the Property or the Grantor's Head Office and, except for Inventory sold or leased in the ordinary course of business, the Grantor will not remove the Collateral from those locations without obtaining the Grantee's prior written consent. The Grantor will, prior to any change described in the preceding sentence, take all actions requested by the Grantee to maintain the perfection and priority of the Grantee's security interest in the Collateral;
- (d) will defend the Collateral for the benefit of the Grantee against the claims and demands of all other Persons;
- (e) will not, without the prior written consent of the Grantee:
 - (i) create or permit to exist any Encumbrance against any of the Collateral which ranks or could in any event rank in priority to or *pari passu* with the security constituted by this General Security Agreement, save for those Encumbrances relating to Prior Permitted Encumbrances, if any; and
 - (ii) grant, sell, exchange, transfer, assign, lease or otherwise dispose of any of the Collateral;except as expressly provided in the Mortgage, in the ordinary course of business or with the prior written consent of the Grantee, and provided always that, until an Event of Default and then only so long as same continues, the foregoing restriction shall not prevent the Grantor from, in the ordinary course of the Grantor's business, selling or leasing or disposing or otherwise deal with any part of the Collateral from time to time including without limitation using monies available to the Grantor. This provision is not paramount to any restrictions on dealings with Collateral otherwise provided for in the Mortgage or any of the other Security Documents;
- (f) will fully and effectively maintain and keep maintained, valid and effective the Security Interests constituted by this General Security Agreement;
- (g) will take such steps as the Grantee requires to enable the Grantee to obtain control of any Investment Property, including but not limited to arranging for any Securities Intermediary or Futures Intermediary to enter into an agreement satisfactory to the Grantee to enable the Grantee to obtain control of such Investment Property;
- (h) will notify the Grantee promptly of:

- (i) any change in the information contained herein relating to the Grantor, the Grantor's name, or the Grantor's business;
 - (ii) the details of any material claims affecting the Grantor or the Collateral;
 - (iii) any loss or material damage to the Collateral; and
 - (iv) any material failure of any Account Debtor in the payment or performance of obligations due to the Grantor;
- (i) will keep the Collateral in good order, condition and repair (in such locations as may be reasonable), subject to reasonable wear and tear, and not use the Collateral in material violation of the provisions of this General Security Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance;
 - (j) will carry on and conduct the business of the Grantor in a proper manner and shall comply with all applicable laws in the conduct of its business including those relating to quotas, licensing, privacy, employment and labour matters, pension and environmental laws, and obtain all required permits and authorizations required in the conduct of its business and maintain them and all material contracts in good standing;
 - (k) will forthwith pay:
 - (i) all obligations to its employees and all obligations to others which relate to its employees when due, including, without limitation, all taxes, duties, levies, government fees, claims and dues related to its employees;
 - (ii) all taxes, assessments, rates, duties, levies, government fees, claims and dues lawfully levied, assessed or imposed upon it or the Collateral when due, unless the Grantor shall in good faith contest its obligations so to pay and shall furnish such security as the Grantee may require; and
 - (iii) all Encumbrances which rank or could in any event rank in priority to or *pari passu* with the security constituted by this General Security Agreement, other than the Encumbrances relating to Prior Permitted Encumbrances, if any, and those approved in writing by the Grantee;
 - (l) will prevent the Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an Accession to other property not covered by this General Security Agreement;
 - (m) will insure the Collateral for such periods, in such amounts, on such terms and against loss or damage by fire and such other risks as the Grantee shall reasonably direct (but in any event in accordance with prudent business practice and in accordance with the Mortgage) with loss payable to the Grantee and the Grantor,

- as insureds, as their respective interests may appear, and to pay all premiums for such insurance;
- (n) will deliver to the Grantee from time to time promptly upon written request acting reasonably:
 - (i) any Documents of Title, Instruments, Securities and Chattel Paper comprised in or relating to the Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same;
 - (iii) all financial statements prepared by or for the Grantor regarding the Grantor's business, subject to the provisions of the Mortgage;
 - (iv) all policies and certificates of insurance relating to the Collateral;
 - (v) copies of all Contracts and consents relating to the Collateral and the Grantor's business; and
 - (vi) such information concerning the Collateral, the Grantor and Grantor's business and affairs as the Grantee may reasonably require;
 - (o) will forthwith pay all reasonable costs, charges, expenses and legal fees and disbursements (on an indemnity basis) which may be incurred by the Grantee in:
 - (i) perfecting and registering this General Security Agreement and other documents, whether or not relating to this General Security Agreement;
 - (ii) taking, recovering, keeping possession of and insuring the Collateral;
 - (iii) connection with any disclosure requirements under the PPSA; and
 - (iv) all other actions and proceedings taken in connection with the preservation of the Collateral and the confirmation, perfection and enforcement of this General Security Agreement and of any other security held by the Grantee as security for the payment of the Loan Indebtedness and performance of the Loan Obligations;
 - (p) will, at the Grantee's written request at any time and from time to time execute and deliver such further and other documents and instruments and do all other acts and things as the Grantee reasonably requires in order to give effect to this General Security Agreement or to confirm and perfect, and maintain perfection of, the security constituted by this General Security Agreement in favour of the Grantee; and

- (q) will not enter into any corporate transaction (or series of transactions) whether by way of reconstruction, arrangement, reorganization, consolidation, amalgamation, wind-up, liquidation, dissolution, merger or otherwise, whereby any other Person would become the owner of all or substantially all of the undertaking and assets of the Grantor and it shall not do any act or thing that would materially adversely affect its business, property, prospects or financial condition and shall not permit any corporation of which it is the majority shareholder to do any of the foregoing;
- (r) authorizes the Grantee, (if Collateral at any time includes Investment Property) to transfer the same or any part thereof into its own name or that of its nominee(s) so that the Grantee or its nominee(s) may appear on record as the sole owner thereof; provided that, until an Event of Default has occurred which is continuing, the Grantee shall deliver promptly to the Grantor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Grantor or its order a proxy to vote and take all action with respect to such Investment Property. After default, the Grantor waives all rights to receive any notices or communications received by the Grantee or its nominee(s) as such registered owner and agrees that no proxy issued by the Grantee to the Grantor or its order as aforesaid shall thereafter be effective;
- (s) will ensure that, to the extent that Investment Property includes an interest in or unit certificates in a partnership or a limited liability company, the terms of any interest in such partnership or limited liability company provide that such interest is a "**security**" for the purposes of the STA and in the event that the terms of any interest in a partnership or limited liability company does not so provide, the Grantor agrees to amend the terms with respect to such partnership or limited liability company to expressly provide that such interest is a "**security**" for the purposes of the STA;
- (t) will not consent to:
 - (i) the entering into by any issuer of any Uncertificated Securities included in or relating to the Collateral of a Control Agreement in respect of such Uncertificated Securities with any Person other than the Grantee or such nominee or agent as it may direct; or
 - (ii) the entering into by any Securities Intermediary for any Securities Accounts or Security Entitlements included in or relating to the Collateral of a Control Agreement with respect to such Securities Accounts or Securities Entitlements with any Person other than the Grantee or such nominee or agent as it may direct;
- (u) will promptly, upon written request from time to time by the Grantee:
 - (i) enter into and use reasonable commercial efforts to cause any Securities Intermediary for any Securities Accounts or Security Entitlements included in or relating to the Collateral to enter into a Control Agreement with the

Grantee with respect to such Securities Accounts or Security Entitlements as the Grantee requires in form and substance satisfactory to the Grantee; and

- (ii) enter into and use reasonable commercial efforts to cause any issuer of any Uncertificated Securities included in or relating to the Collateral to enter into a Control Agreement with the Grantee with respect to such Uncertificated Securities as the Grantee requires in form and substance satisfactory to the Grantee; and
- (v) permit the Grantee and its representatives, with prior written notice to the Grantor, at all reasonable times, access to and the right to examine the books of accounts, financial records and reports of the Grantor wherever and however such data may be stored and to have temporary custody of, make copies of and take extracts from such books, records and reports, and to examine the Collateral and review and copy any and all information and data relating to the Collateral, or to any related transactions, wherever and however such information and data may be stored.

ARTICLE 4 **RIGHT TO DEAL**

4.1 Rights before Default

Until the occurrence of an Event of Default which is continuing the Grantor is entitled to deal with the Collateral in the ordinary course of business, provided that no such action shall be taken which would impair the effectiveness of the Security Interests or the value of the Collateral or which would be inconsistent with or violate the provisions of this General Security Agreement, the Mortgage or any of the other Security Documents.

4.2 Rights after Default

Upon the occurrence of an Event of Default which is continuing all of the Grantor's rights pursuant to this Article 4 shall cease and the Grantor will not request or receive any money constituting income from, proceeds of, or interest on Collateral and if the Grantor receives any such money in any event, the Grantor shall hold such money in trust for the Grantee and will pay the same promptly to the Grantee.

ARTICLE 5 **ACCELERATION AND REMEDIES**

5.1 Acceleration

Upon the occurrence of an Event of Default which is continuing all of the Loan Indebtedness shall, at the Grantee's option and without notice to the Grantor, become immediately due and payable and the Grantee may, in its sole, absolute and unfettered discretion, exercise its rights in respect of the Collateral (including the notification and

collection of same from any of the Account Borrowers) in addition to all other rights and remedies afforded by applicable law, in equity or otherwise. The Grantee shall have the right to enforce one or more remedies successively or concurrently in accordance with applicable law and the Grantee expressly retains all rights and remedies not inconsistent with the provisions in this General Security Agreement including all the rights it may have under the PPSA. The provisions of this clause do not and are not intended to affect in any way any rights of the Grantee with respect to any Loan Indebtedness which may now or hereafter be payable on demand.

5.2 Enforcement

Upon the occurrence of and during the continuance of an Event of Default, the security hereby constituted will, at the option of the Grantee, immediately become enforceable.

5.3 Grantee's Rights and Remedies

The Grantee may, upon the occurrence of any Event of Default which is continuing and to the extent permitted by applicable law, enforce and realize on the security constituted by this General Security Agreement and take any action permitted by law or in equity, as it may deem expedient, and in particular, but without limiting the generality of the foregoing, the Grantee may do any of the following:

- (a) appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of the Grantee or not, to be a receiver or receivers, or may institute proceedings in any court of competent jurisdiction for the appointment of a receiver (hereinafter called a "**Receiver**", which term when used herein shall include a receiver or a manager or a receiver and manager) of the Collateral (including any interest, income or profits therefrom) and may remove any appointed Receiver and appoint a replacement. Any Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Grantor and not of the Grantee, and the Grantee shall not in any way be responsible for any misconduct, negligence, or non-feasance on the part of any Receiver, the Receiver's servants, agents or employees. Subject to the provisions of the instrument appointing him, any Receiver shall be vested with all or any of the rights, powers and discretions of the Grantee under this Section 5.3. Except as may be otherwise directed by the Grantee all monies received from time to time by the Receiver in carrying out its appointment shall be received in trust for and paid over to the Grantee for the benefit of the Grantee;
- (b) either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of Subsection 5.3(a);
- (c) immediately and without notice enter the Grantor's premises (including, without limitation, the Property) and repossess, disable or remove the Collateral, and whether in or out of possession of the Property, collect the Rents and profits which form part of the Collateral, from the Property;

- (d) take possession of the Collateral, to preserve the Collateral or its value, to retain and administer the Collateral in the Grantee's sole, absolute and unfettered discretion, which discretion the Grantor acknowledges is commercially reasonable;
- (e) carry on or concur in carrying on all or any part of the business of the Grantor, including, without limitation, the right to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of the Collateral. To facilitate the foregoing powers, the Grantee may, to the exclusion of all others, including the Grantor, enter upon, use and occupy all premises (which shall include fixtures) of the Grantor owned or occupied by the Grantor wherein Collateral may be situate, maintain Collateral upon the premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on the Grantor's business or as security for loans or advances to enable the Grantee to carry on the Grantor's business or otherwise, as the Grantee shall, in its discretion, determine. The Grantee shall not be liable to the Grantor for any neglect in so doing or in respect of any related rent, costs, charges, depreciation or damages;
- (f) dispose of any Collateral by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which are waived by the Grantor to the extent permitted by applicable law. The Grantee may, to the extent permitted by applicable law, at its discretion, establish the terms of such disposition, including terms and conditions as to credit, upset, reserve bid or price. All payments made pursuant to such dispositions shall be credited against the Loan Indebtedness only as they are actually received. The Grantee may, to the extent permitted by applicable law, enter into, rescind or vary any contract for the disposition of any Collateral and may dispose of any Collateral again without being answerable for any related loss. Any such disposition may take place whether or not the Grantee has taken possession of the Collateral;
- (g) file proofs of claims or other documents as may be necessary or desirable to have the Grantee's claim lodged in any bankruptcy, winding-up, liquidation, arrangement, dissolution or other proceedings (voluntary or otherwise) relating to the Grantor;
- (h) in the Grantor's name, perform, at the Grantor's expense, any and all of the Grantor's obligations or covenants relating to the Collateral and enforce performance by any other parties of their obligations in relation to the Collateral and settle any disputes with other parties upon terms that the Grantee deems appropriate, in its discretion;
- (i) notify all or any Account Borrowers of the security constituted by this General Security Agreement and direct such Account Borrowers to make all payments to the Grantee and the Grantee shall have the right, at any time, to hold all amounts acquired from any Account Borrowers as part of the Collateral. Upon the occurrence of an Event of Default which is continuing, any payments received by the Grantor from any Account Borrowers shall be held by the Grantor in trust for the Grantee in the same medium in which received, shall not be commingled with

any assets of the Grantor and shall, at the request of the Grantee, be turned over to the Grantee not later than the next Business Day following the day of receipt;

- (j) make payment of or cure any default under any Permitted Encumbrance or any Liens or other claims that may exist or be threatened against the Collateral, and any amount so paid together with costs, charges and expenses incurred together with interest at the Interest Rate shall be added to the Loan Indebtedness;
- (k) if the proceeds of realization are insufficient to pay all of the Loan Indebtedness, the Grantor shall forthwith pay or cause to be paid to the Grantee any deficiency and the Grantee may sue the Grantor to collect the amount of such deficiency;
- (l) subject to applicable law, seize, collect, realize, borrow money on the security of, release to third parties, sell (by way of public or private sale), lease or otherwise deal with the Collateral in such manner, upon such terms and conditions, at such time or times and place or places and for such consideration as may seem to the Grantee advisable and without notice to the Grantor. The Grantee may charge on its own behalf and pay to others sums for expenses incurred and for services rendered (expressly including legal, consulting, broker, management, receivership and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Collateral and may add all such sums to the Loan Indebtedness;
- (m) enforce its rights under any agreement, to which the Grantee and the Grantor are parties, with any Securities Intermediary or Futures Intermediary; or
- (n) exercise all of the rights and remedies of a secured party under the PPSA and the STA.

5.4 Allocation of proceeds

Subject to applicable law and the claims, if any, of the creditors of the Grantor under Prior Permitted Encumbrances, the Grantee shall apply the proceeds of any collection, sale or other realization of all or any part of the Collateral, including any Collateral consisting of cash, to such part or parts of the Loan Indebtedness as the Grantee may see fit, and the Grantee shall at all times and from time to time have the right to change any appropriation as the Grantee sees fit.

5.5 Waivers and Extensions

The Grantee may waive default or any breach by the Grantor of any of the provisions contained in this General Security Agreement. No waiver shall extend to a subsequent breach or default, whether or not the same as or similar to the breach or default waived and no act or omission of the Grantee shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default of the Grantor or the rights of the Grantee resulting therefrom. Any such waiver must be in writing and signed by the Grantee to be effective. The Grantee may also grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release the Collateral to third

parties and otherwise deal with the Grantor's guarantors or sureties and others and with the Collateral and other securities as the Grantee may see fit without prejudice to the liability of the Grantor to the Grantee, or the Grantee's rights, remedies and powers under this General Security Agreement. No extension of time, forbearance, indulgence or other accommodation now, heretofore or hereafter given by the Grantee to the Grantor shall operate as a waiver, alteration or amendment of the rights of the Grantee or otherwise preclude the Grantee from enforcing such rights.

5.6 Remedies Cumulative and Waivers

The rights and remedies of the Grantee under this General Security Agreement are cumulative and are in addition to and not in substitution for any rights or remedies provided by applicable law or equity; and any single or partial exercise by the Grantee of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this General Security Agreement shall not be deemed to be a waiver of, or to alter, affect or prejudice, any other right or remedy to which the Grantee may be lawfully entitled for such default or breach. Any waiver by the Grantee of the strict observance, performance or compliance with any term, covenant, condition or other matter contained in this General Security Agreement and any indulgence granted, either expressly or by course of conduct by the Grantee shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any right or remedy of the Grantee under this General Security Agreement as a result of any other default or breach under this General Security Agreement.

5.7 Grantee's Fees and Expenses; Indemnification

Any reasonable costs, charges and expenses (including legal fees and disbursements on an indemnity basis) incurred by the Grantee acting reasonably and without duplication, in connection with or incidental to:

- (a) the exercise by the Grantee of all or any of the powers granted to it pursuant to this General Security Agreement, the Mortgage or pursuant to applicable law or equity; and
- (b) the appointment of the Receiver and the exercise by the Receiver of all or any of the powers granted to the Receiver pursuant to this General Security Agreement, including the Receiver's reasonable remuneration and all outgoings properly payable by the Receiver;

shall be payable, upon written request of the Grantee, by the Grantor to the Grantee forthwith with interest until paid at the Interest Rate and such amounts shall form part of the Loan Indebtedness and constitute a charge upon the Collateral in favour of the Grantee prior to all claims subsequent to this General Security Agreement.

ARTICLE 6
APPOINTMENT OF ATTORNEY

6.1 Grant

The Grantor hereby irrevocably appoints the Grantee to be the attorney of the Grantor or the Receiver, as the case may be, with full power of substitution, and with full authority in the place of the Grantor and in the name of the Grantor or otherwise, from time to time in the Grantee's discretion, to do all acts, matters and things that may be necessary for, incidental to, or advisable for, carrying out the powers given to the Grantee under this General Security Agreement, upon the occurrence of any Event of Default which is continuing (but the Grantee is not obligated to take such action and will have no liability to the Grantor or any third party for failure to take any action). This power of attorney is coupled with an interest and is irrevocable until the discharge of the Security Interests created by this General Security Agreement.

ARTICLE 7
LIABILITY OF THE MORTGAGEE

7.1 Liability of the Grantee

Other than for its own gross negligence or wilful misconduct, the Grantee shall not be:

- (a) responsible or liable for any debts contracted by it, for damages to persons or property or for salaries or non-fulfilment of contracts during any period when the Grantee shall manage the Collateral upon entry or manage the business of the Grantor, as herein provided, nor shall the Grantee be liable to account as mortgagee in possession or for anything except actual receipts or be liable for any loss or realization or for any default or omission for which a mortgagee in possession may be liable;
- (b) bound to do, observe or perform or to see to the observance or performance by the Grantor of any obligations or covenants imposed upon the Grantor nor shall the Grantee, in the case of Securities, Instruments or Chattel Paper, be obliged to reserve rights against other persons, nor shall the Grantee be obliged to keep any of the Collateral identifiable; and
- (c) obliged to inquire into the right of any Person purporting to be entitled under the PPSA to information and materials from the Grantee by making a demand upon the Grantee for such information and materials and the Grantee shall be entitled to comply with such demand and shall not be liable for having complied with such demand notwithstanding that such Person may in fact not be entitled to make such demand.

7.2 Indemnity by Grantor

The Grantor will indemnify the Grantee and hold the Grantee harmless from and against any and all claims, reasonable costs, losses, demands, actions, causes of action, lawsuits,

damages, penalties, judgments and liabilities of whatsoever nature and kind in connection with or arising out of any representation or warranty given by the Grantor, being untrue, the breach of any term, condition, proviso, agreement or covenant to the Grantee hereunder, or the exercise of any of the rights and or remedies of the Grantee hereunder, or any transaction contemplated in this General Security Agreement.

ARTICLE 8
SATISFACTION AND DISCHARGE

8.1 Partial Payment

Any partial payment of the Loan Indebtedness or partial satisfaction of the Loan Obligations, or any ceasing by the Grantor to be indebted to the Grantee, shall be deemed not to be redemption or discharge of the security constituted by this General Security Agreement.

8.2 Release and Discharge

Upon registration of a discharge of the Mortgage, this General Security Agreement shall become of no force or effect. At such time as the Mortgage has been discharged, the Grantee will, upon the request of the Grantor, and at the sole cost and expense of the Grantor, execute and deliver to the Grantor such instruments as may be necessary or effective, in registrable form, to evidence the termination of the Security Interests pursuant to this General Security Agreement.

ARTICLE 9
MISCELLANEOUS

9.1 Demand Obligations

The fact that this General Security Agreement provides for Events of Default and rights of acceleration shall not derogate from the nature of any Loan Indebtedness which is payable on demand.

9.2 Filings

The Grantor hereby authorizes the Grantee to file such financing statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying the Collateral or any Permitted Encumbrances affecting the Collateral or identifying the locations at which the Grantor's business is carried on and the Collateral and records relating thereto are situate) as the Grantee may deem appropriate to perfect and continue the security constituted hereby, to protect and preserve the Collateral and to realize upon the security constituted hereby.

9.3 Liability to Advance

None of the preparation, execution, perfection and registration of this General Security Agreement or the advance of any monies shall bind the Grantee to make any advance or

loan or further advance or loan, or renew any note or extend any time for payment of any indebtedness or liability of the Grantor to the Grantee or extend any term for performance or satisfaction of any obligation of the Grantor to the Grantee.

9.4 Copy of Agreement and Financing Statement

The Grantor hereby:

- (a) acknowledges receiving a copy of this General Security Agreement; and
- (b) waives all rights to receive from the Grantee a copy of any financing statement, financing change statement or verification statement filed at any time or from time to time in respect of this General Security Agreement.

9.5 Statutory Waivers

To the fullest extent permitted by law, the Grantor waives all of the rights, benefits and protections given by the provisions of any existing or future statute which imposes limitations upon the powers, rights or remedies of the Grantee or upon the methods of realization of security including, without limitation, those which impose higher or greater obligations upon the Grantee than provided in this General Security Agreement.

9.6 Payments

All payments required to be made by the Grantor to the Grantee under this General Security Agreement will be made at the address of the Grantee set out in Section 9.13 (or at any other place specified by the Grantee by written notice to the Grantor and the Covenantors) in immediately available funds in lawful Canadian currency, without any set off, counter claim or deduction.

9.7 Modification

No modification or waiver of this General Security Agreement is binding on the Grantee unless made in writing and signed by a duly authorized officer of the Grantee

9.8 Entire Agreement

On the execution and delivery by the Grantor, this General Security Agreement is deemed to be finally executed and delivered by the Grantor to the Grantee and is not subject to or affected by any condition as to the receipt by the Grantee of any of the other Security Documents or as to the execution and delivery by any of the other Covenantors to the Grantee of any other Loan Documents, nor by any promise or condition affecting the liability of the Grantor. No agreement, promise, representation or statement by the Grantee or any of its officers, employees or agents unless in this General Security Agreement forms part of this General Security Agreement, has induced the making of it or affects the liability of the Grantor or any Covenantor.

9.9 Severability

If any Section or part thereof of this General Security Agreement is invalid or unenforceable for any reason, then such Section or any part thereof will be severable from this General Security Agreement and will not affect the validity or enforceability of any other part of this General Security Agreement.

9.10 Non-Merger

The giving of this General Security Agreement is by way of additional and collateral security for the payment of the Loan Indebtedness and the performance of the Loan Obligations and not in substitution for or in satisfaction thereof, and the Commitment Letter, the Mortgage, or any of the other Loan Documents shall not be merged hereby and in case of an Event of Default that is continuing, proceedings may be taken under this General Security Agreement, the Mortgage, or any of the other Security Documents or any one or more of them at the option of the Grantee.

9.11 Paramountcy

The provisions of any agreement between the Grantor and the Grantee in connection with the Loan Indebtedness, including but not limited to any loan application in respect thereof, the Mortgage, and all of the other Loan Documents, shall form part of this General Security Agreement except where inconsistent with the provisions hereof. In the case of any inconsistency between this General Security Agreement and the Mortgage, the provisions of the Mortgage shall prevail.

9.12 Assignability

The Grantor hereby consents to the Grantee assigning, transferring or selling all or any portion of its interest under this General Security Agreement in connection with the proportionate assignment, transfer or sale of its interest in the Loan Indebtedness and the Loan Obligations. Without limiting the foregoing, the Grantee may enter into participation, contending or syndication agreements with other Grantees in connection with this General Security Agreement, the Loan Indebtedness and the Loan Obligations. The Grantee may provide information of a financial or other nature to any prospective assignee, or transferee or other Grantees concerning the Grantor, this General Security Agreement, the Loan Indebtedness and the Loan Obligations.

9.13 Notices

Any notice, demand, approval, consent, information, agreement, offer, payment, request or other communication to be given under or in connection with this General Security Agreement shall be in writing and shall be delivered by personal delivery, prepaid courier service, postage prepaid registered mail or by electronic or digital transmission to the relevant party, transmitted by e-mail or similar means of recorded electronic communication or sent by registered mail, addressed:

(a) to the Grantor:

30 Wertheim Court, Building A, Suite 3
Richmond Hill, Ontario
L4B 1B9

Attention: Dino Sciavilla
Email: dino@pacedev.ca
Facsimile: 905-731-5296

with a copy to the Grantor's solicitors at

Devry Smith Frank LLP
95 Barber Greene Road, Suite 100
Toronto, Ontario
M3C 3E9

Attention: Louis Gasbarre
Email: louis.gasbarre@devrylaw.ca
Facsimile: 416-446-3318

(b) to the Grantee:

Scotia Plaza
40 King Street West, Suite 3700
Toronto, Ontario
M5H 3Y2

Attention: Scott Coates
Email: SCoates@kingsettcapital.com
Facsimile: 416-687-6701

and such notice or other communication shall be deemed to have been given and received on the day on which it was delivered personally or by courier or transmitted by electronic or digital transmission (or, if such day is not a business day or if delivery or transmission is made on a business day after 5:00 p.m. at the place of receipt, then on the next following business day) or, if mailed, on the third (3rd) business day following the date of mailing; provided, however, that if at the time of mailing or within three (3) business days thereafter there is or occurs a labour dispute or other event which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of recorded electronic communication as aforesaid. Each party may change its address for notice by providing notice of same in accordance with the foregoing.

9.14 Expenses, Fees and Indemnity

The Grantor will pay to the Grantee all reasonable costs, charges and expenses, including all administrative fees, legal fees and professional fees, incurred by the Grantee in

connection with the collection of any amount payable under this General Security Agreement by the Grantor to the Grantee. The Grantor shall indemnify the Grantee against all claims, loss or damages arising out of or in connection with any breach or default by the Grantor under this General Security Agreement.

9.15 Applicable Law

This General Security Agreement and the rights and obligations of the Grantor and the Grantee under it are governed by and construed according to the laws of the Province and the laws of Canada applicable therein.

9.16 Time of the Essence

Time is of the essence of this General Security Agreement.

9.17 Execution by the Grantee

This General Security Agreement need not be executed by the Grantee to be binding on and to enure to the benefit of the Grantee.

9.18 Counterparts

This General Security Agreement may be executed or executed electronically and delivered in any number of counterparts, each of which when so executed or executed electronically and delivered shall be an original, but all of which taken together shall constitute one and the same instrument. It shall not be necessary in making proof of this General Security Agreement to produce or account for more than one such counterpart. Transmission of executed or electronically executed copies of this General Security Agreement whether or not in counterpart, by facsimile or other electronic transmission, shall be deemed to have the same effect as delivery of an original executed copy to the party receiving the transmission.

9.19 Further Assurances

The Grantor will promptly do all further acts and execute and deliver further documents as may be reasonably required to carry out the terms or intent of this General Security Agreement.

9.20 Successors and Assigns

This General Security Agreement is binding on and enures to the benefit of the Grantee and the Grantor, and their respective executors, administrators, successors and permitted assigns and to any Person to whom the Grantee may grant any participation in this General Security Agreement, the Loan Indebtedness or any of the Loan Obligations or any power, remedy or right of the Grantee under this General Security Agreement or any of the Grantee's interest herein or in the Loan Indebtedness and the Loan Obligations.

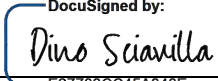
9.21 Multiple Parties

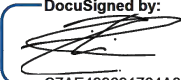
If the Grantor consists of more than one party, this General Security Agreement will be read with all necessary grammatical changes and each reference to the Grantor includes each and every such Person individually. All covenants and agreements herein of the Grantor are the joint and several covenants and agreements of each such Person. If the Grantee consists of more than one party, this General Security Agreement will be read with all necessary grammatical changes and each such party or any one or more of them is entitled to enforce each right and remedy of the Grantee under this General Security Agreement.

-- signatures follow on next page --

IN WITNESS WHEREOF the Grantor has executed this General Security Agreement as of the date and year first written above.

MAPLEVIEW DEVELOPMENTS LTD.

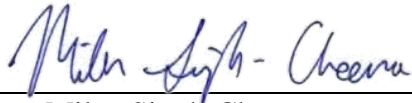
Per:  DocuSigned by:
E27703CC45A848E...
Name: Dino Scivilla
Title: President

Per:  DocuSigned by:
67AE498694764A8...
Name: Gregory Zehr
Title:

I/We have authority to bind the Corporation

**T
A
B
F**

THIS IS **EXHIBIT "F"** REFERRED TO IN THE AFFIDAVIT
OF DANIEL POLLACK, SWORN BEFORE ME THIS
14TH DAY OF MARCH, 2024.



Milan Singh-Cheema
A Commissioner for taking Affidavits
(or as may be)

GENERAL ASSIGNMENT OF LEASES AND RENTS

THIS AGREEMENT made as of the 30th day of November, 2022.

B E T W E E N:

MAPLEVIEW DEVELOPMENTS LTD.

(the "**Assignor**")

OF THE FIRST PART

- and -

KINGSETT MORTGAGE CORPORATION

(the "**Assignee**")

OF THE SECOND PART

WHEREAS the Assignor, as mortgagor, has granted a mortgage (the "**Mortgage**") to and in favour of the Assignee, as mortgagee, of the lands and premises charged therein (the "**Property**"), notice of which was registered on the date hereof in the Land Registry Office for the Land Titles Division of Barrie (No. 51) to secure the payment of principal, interest and other monies and the performance of all obligations arising thereunder, as amended, modified, supplemented or replaced from time to time;

AND WHEREAS as a condition for receiving the Loan Indebtedness, the Assignor agreed to assign to the Assignee, its successors and assigns, as a further continuing and collateral security for the payment of the Loan Indebtedness and observance and performance of the Loan Obligations, in all of the Assignor's right, title and interest in and to:

- (a) all present and future leases, subleases, licenses, agreements to lease, agreements to sublease, options to lease or sublease, rights of renewal or other agreements by which the Assignor or any predecessor or successor in title thereto, has granted or will grant the right to use or occupy all or part or parts of the Property, and including all agreements collateral thereto (collectively, the "**Leases**");
- (b) all rents, issues, profits and other monies now due or accruing due or to become due and payable under or derived from the Leases or receivable by the Assignor pursuant to the Leases or the Property (collectively, the "**Rents**"); and
- (c) the benefit of all covenants and obligations of lessees, tenants, licensees, or occupants as well as all other rights, privileges, advantages and benefits contained in any of the Leases, including without limitation, all rights and benefits of any present and future guarantees or indemnities thereof, with full power and authority to demand, sue for, collect, recover and receive all Rents, to enforce the Assignor's rights under any Lease, and generally any collateral advantage or benefit to be

derived from the Leases or any of them together with the full benefit of all security in support of any guarantees or indemnities (collectively, the "**Lease Benefits**" and together with the Leases and the Rents, collectively, the "**Assigned Rights and Benefits**").

NOW THEREFORE IN CONSIDERATION of the recitals, the Assignee extending the Loan Indebtedness and for such other good and valuable consideration received by the Assignor, the receipt and adequacy of which is acknowledged by the Assignor, the Assignor agrees with the Assignee as follows:

ARTICLE 1 **DEFINITIONS, INTERPRETATION**

1.1 Definitions

Capitalized terms that are not defined herein have the meanings set out in the Mortgage. Otherwise, in this Agreement:

- (a) "**Excluded Lease**" has the meaning ascribed to it in Section 2.3;
- (b) "**Indebtedness**", in respect of any Person, is used in its most comprehensive sense and includes any and all advances, debts, duties, endorsements, guarantees, liabilities, obligations, responsibilities and undertakings of such Person at any time assumed, incurred or made, however arising, whether or not now due, absolute or contingent, liquidated or unliquidated, direct or indirect, and whether such Person is liable individually or jointly with others, irrespective of the regularity or validity thereof or of any security therefor;
- (c) "**Loan Indebtedness**" means any Indebtedness from time to time of the Assignor or any of the other Covenantors to the Assignee arising under any of the Loan Documents;
- (d) "**Loan Obligations**" means the obligations of the Assignor or any of the other Covenantors arising under the Loan Documents;
- (e) "**Other Parties**" has the meaning ascribed to it in Section 2.13(a); and
- (f) "**Receiver**" has the meaning ascribed to it in Section 2.12(a).

1.2 Interpretation

For the purposes of this Agreement, all references to the singular include the plural where the context so admits, the masculine to include the feminine and neuter gender and, where necessary, a body corporate, and vice versa.

1.3 Headings

In this Agreement, the headings have been inserted for reference only and shall not define, limit, alter or enlarge the meaning of any provision of this Agreement.

ARTICLE 2 **AGREEMENT**

2.1 Assignment

As continuing collateral security for the payment of the Loan Indebtedness and the performance of the Loan Obligations, the Assignor hereby assigns, transfers and sets over unto the Assignee and grants to the Assignee a security interest in all of the Assignor's right, title, estate, interest and benefit, both at law and in equity, in and to the Assigned Rights and Benefits, to hold and receive the same unto the Assignee with full power and authority to demand, sue for, collect, recover and receive and give receipts for the Rents and to enforce the payment of the Rents and the payment and performance of all Assigned Rights and Benefits, assigned in accordance with and subject to the terms of this Agreement.

2.2 Last Day of Term

This Agreement shall not extend or apply to the last day of the term, or the last day of any extended or renewed term, of any of the Leases provided that if this Agreement is enforced by the Assignee, the Assignor shall stand possessed of each such last day and shall hold same in trust and if this Agreement is enforced by the Assignee, to assign at the direction of the Assignee or any Person who may acquire any such term or renewal term or who in the course of enforcement hereof may be entitled to so direct.

2.3 Excluded Leases

Nothing in this Agreement shall constitute an assignment or attempted assignment of any of the right, title, estate, interest and benefit of the Assignor in any Assigned Rights and Benefits which require the consent of a third party to assignment unless such consent has been obtained (an "**Excluded Lease**"). The Assignor shall, upon written request, obtain the required consent of any third party to the assignment of any Excluded Lease under this Agreement and to its further assignment by the Assignee to any third party as a result of the exercise by the Assignee of its remedies hereunder after an Event of Default which is continuing. Upon consent being obtained, this Agreement shall apply to the applicable Excluded Lease without regard to this Section and without the necessity of any further assurance to effect assignment under this Agreement. Until consent to assignment is obtained, the Assignor shall, to the extent it may do so at law or pursuant to the provisions of the Excluded Lease and without giving rise to any default or penalty under the Excluded Lease, hold all right, title, estate, interest and benefit to be derived from the Excluded Lease in trust for the Assignee as additional security for the payment of the Loan Indebtedness and performance of the Loan Obligations as if this Agreement applied.

2.4 Representations and Warranties

The Assignor represents and warrants to and in favour of the Assignee that:

- (a) each of the Leases is in existence, and is in full force and effect, and to the best of the Assignor's knowledge there is currently no default by any party to any Lease under any term, condition or covenant required to be performed by it under the Assigned Rights and Benefits and there exists no event or circumstance, which would with the passage of time or the giving of notice or both constitute a default or an event of default under any of the Assigned Rights and Benefits;
- (b) there is no outstanding dispute under any Lease by any of the parties to it and, to the best of the Assignor's knowledge, no lessee under any Lease is entitled to any set off or defense against the payment of Rent under the Lease; and
- (c) the Assignor has good right, full power and absolute authority to assign the Assigned Rights and Benefits in the manner aforesaid, and has not performed any act or executed any other instrument which might prevent the Assignee from operating under the terms and conditions of this Agreement or which would limit the Assignee in such operation.

2.5 Covenants

The Assignor hereby covenants with the Assignee:

- (a) that it will at all times perform or cause to be performed all of the covenants and obligations on the part of lessor contained in the Leases as would a prudent landlord (except to the extent that the same have been expressly waived by the Other Parties to the Leases);
- (b) to use its commercial best efforts to maintain or cause to be maintained the Leases in good standing and not to do, permit to be done or omit to do, anything which may impair the enforceability of the Leases;
- (c) that in respect of all of the Leases, save for the deposits for the first and last month rentals, not to accept Rents more than one month in advance of the dates when Rents fall due;
- (d) all Rents charged with respect to the Property or any part thereof will be lawful rents and in accordance with all applicable legislation and regulations in effect from time to time;
- (e) except as provided for in Section 2.7 below, all offers to lease and all tenancy agreements, leases or subleases entered into with lessees of the Property shall be on the standard forms previously approved by the Assignee to be used in connection with the Property, amended as deemed appropriate in the circumstances by the Assignor, acting reasonably, to give effect to the arrangements made with each

lessee or, if not on a pre-approved standard form, then in all cases in form and substance acceptable to the Assignee acting reasonably;

- (f) upon and during the continuance of an Event of Default, to facilitate in all ways the Assignee's exercise of its rights hereunder, including without limitation, upon request of the Assignee:
 - (i) to deliver to the Assignee up-to-date rent rolls and true copies of all then outstanding Leases and any other document giving rise to any of the Lease Benefits;
 - (ii) to permit access by the Assignee or its agent during regular business hours, upon reasonable notice to the Assignor, to all records pertaining to the Property, wherever held; and
 - (iii) to provide written notices to the lessees or any Other Parties, directing them to make payment of Rents to the Assignee or as it may direct; and
- (g) to use its commercial best efforts to obtain estoppel certificates from the lessees under the Leases (provided that the lessees are obliged to do so pursuant to their Lease) when and as reasonably required by the Assignee, or if any of such estoppel certificate is not forthcoming, to furnish a certificate of a senior officer of the Assignor in lieu thereof attesting (to the extent within the Assignor's knowledge and without Personal liability) to the information which would have been provided in such estoppel certificate.

2.6 Right to Deal

Until the occurrence of an Event of Default which is continuing, and subject to Section 2.5, the Assignor is permitted to enjoy the benefits of and deal with the Assigned Rights and Benefits, and may demand, receive, collect and enjoy the Rents, but only as the same fall due and payable according to the terms of each of the Leases and any of the documents giving rise to any of the Lease Benefits, and not more than one month in advance (except for prepayment of the last month of the term if so provided in the Lease) as would a prudent landlord. Upon the occurrence of an Event of Default which is continuing, the Assignee may, in addition to any other rights and remedies it may have, deliver a written notice to any lessee or any Other Party directing it to deal with the Assignee and to pay the Rents payable under its Lease to the Assignee, and such notice shall be good and sufficient authority for so doing.

2.7 No Dealings with Leases

The Assignor shall not, without the prior written consent of the Assignee:

- (a) do any act or thing or omit to do any act or thing that would materially adversely change the obligations of the Assignor under that Lease, other than as permitted by the Mortgage (except where the provisions of the Lease require the landlord to do so); or

- (b) enter into any Lease, including each renewal or extension of an existing Lease (other than any extension or renewal of an existing Lease which is exercised pursuant to, and the terms of which are governed by, such existing Lease), unless:
 - (i) it is a commercially reasonable arm's length transaction made in the ordinary course of business and in accordance with prudent property management and leasing standards and practices;
 - (ii) it provides for rental rates and other terms and conditions consistent with prevailing market rates, terms and conditions;
 - (iii) the Assignor has notified the Assignee of the proposed Lease and provided a copy of it to the Assignee; and
- (c) upon the Assignee delivering a written notice to the Assignor notifying the Assignor that the Assignee has elected to exercise its rights under this Agreement, enter into any Lease unless the Assignee has approved, acting reasonably, the form and content thereof.

Whenever the Assignee's consent is required hereunder, the Assignee shall act in a commercially reasonable manner as would a prudent owner of similar real estate and the Assignee shall communicate its consent or non-consent within ten (10) Business Days of any written request (unless otherwise indicated herein), failing which the Assignee shall be deemed to have given its consent.

The Assignor covenants to specifically assign any future Lease to the Assignee upon the Assignee's written request in a form satisfactory to the Assignee. In such event, the Assignor further covenants that it will use its commercially reasonable efforts to have the lessee of all such future Leases, covenant to attorn to the Assignee on request.

2.8 Assigned Rights and Benefits Not Impaired

The within assignment to the Assignee of the Assigned Rights and Benefits shall remain in full force and effect without regard to, and the obligations of the lessees under the Leases shall not be affected or impaired by:

- (a) any amendment, modification, renewal or replacement of or addition or supplement to any of the other Loan Documents or the loan secured by the Security Documents; or
- (b) any exercise or non-exercise of any right, remedy, power or privilege in respect of this Agreement or any of the other Security Documents; or
- (c) any waiver, consent, extension, indulgence or other action, inaction or omission under or in respect of this Agreement or any of the other Security Documents; or

- (d) any insolvency, bankruptcy, liquidation, reorganization, arrangement, composition, winding-up, dissolution or similar proceeding involving or affecting the Assignor or any of the lessees under any of the Leases.

2.9 Power of Attorney

So long as the Loan Indebtedness and the Loan Obligations, or any portion thereof, remains outstanding:

- (a) the Assignor hereby irrevocably appoints the Assignee, or any Receiver appointed by the Assignee as provided for in this Agreement, to be the attorney of the Assignor with full power of substitution, and with full authority in the place of the Assignor and in the name of the Assignor or otherwise, from time to time in the Assignee's discretion, to do all acts, matters and things that may be necessary for, incidental to, or advisable for, carrying out the powers given to the Assignee under this Agreement and the Mortgage upon the occurrence of any Event of Default which is continuing (but the Assignee is not obligated to take such action and will have no liability to the Assignor or any third party for failure to take any action). This power of attorney is given for valuable consideration, is coupled with an interest, and is irrevocable until registration of a complete discharge of the Mortgage; and
- (b) in the event any action is brought by the Assignee to enforce any rights under the Assigned Rights and Benefits, the Assignor agrees to cooperate fully with and assist the Assignee in the prosecution thereof.

2.10 Acceleration

Upon the occurrence of an Event of Default which is continuing all of the Loan Indebtedness shall, at the Assignee's option and without notice to the Assignor, become immediately due and payable and the Assignee may, in its sole, absolute and unfettered discretion, exercise its rights in respect of the Assigned Rights and Benefits in addition to all other rights and remedies afforded by applicable law, in equity or otherwise. The Assignee shall have the right to enforce one or more remedies successively or concurrently in accordance with applicable law and the Assignee expressly retains all rights and remedies not inconsistent with the provisions in this Agreement including any rights it may have under the PPSA. The provisions of this clause do not and are not intended to affect in any way any rights of the Assignee with respect to any Loan Obligations or any Loan Indebtedness which may now or hereafter be payable on demand.

2.11 Enforcement

Upon the occurrence of and during the continuance of an Event of Default, the security hereby constituted will, at the option of the Assignee, immediately become enforceable.

2.12 Assignee's Rights and Remedies

In addition to the Assignee's rights under the Mortgage, the Assignee may, at its option and without any obligation or liability therefor and in addition to any other remedy in respect of the Assigned Rights and Benefits to which it is entitled under any of the Loan Documents, upon the occurrence of any Event of Default which is continuing and to the extent permitted by applicable law, enforce and realize on the security constituted by this Agreement and take any action permitted by law or in equity, as it may deem expedient, and in particular, but without limiting the generality of the foregoing, the Assignee may do the following:

- (a) appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of the Assignee or not, to be a receiver or receivers, or may institute proceedings in any court of competent jurisdiction for the appointment of a receiver (the "**Receiver**", which term includes a receiver or a manager or a receiver and manager) of the Assigned Rights and Benefits and may remove any appointed Receiver and appoint a replacement. Any Receiver shall, so far as concerns responsibility for its acts, be deemed the agent of the Assignor and not of the Assignee, and the Assignee shall not in any way be responsible for any misconduct, negligence, or nonfeasance on the part of any Receiver, the Receiver's servants, agents or employees. Subject to the provisions of the instrument appointing it, any Receiver shall be vested with all or any of the rights, powers and discretions of the Assignee. Except as may be otherwise directed by the Assignee all monies received from time to time by the Receiver in carrying out its appointment shall be received in trust for and paid over to the Assignee for the benefit of the Assignee;
- (b) compound, compromise or submit to arbitration any dispute which has arisen or may arise in respect to any amount of Rents or any other matter relating to the Assigned Rights and Benefits, and any settlement arrived at shall be binding upon the Assignor and any Other Parties;
- (c) at its option and without notice to the Assignor, take possession of or enter upon the Property by its officers, agents or employees for the purpose of collecting the Rents and any and all amounts which may be or become due or payable or remain unpaid at any time to the Assignor pursuant to the Assigned Rights and Benefits and give acquittances for them and to manage, operate and maintain its interest in the Property including without limitation, the making of repairs or replacements to maintain the Property;
- (d) receive, enjoy or otherwise avail itself of the Lease Benefits;
- (e) appoint and dismiss such agents or employees as may be necessary or desirable to exercise the Assignee's rights hereunder;

- (f) alter, modify, amend or change the terms of Leases; enter into new Leases; give consents, concessions or waivers of any rights or provisions of Leases; accept surrenders of Leases; give consents to assignment of or subletting under Leases;
- (g) send or employ any inspector or agent to inspect and report upon the value, state and condition of the Property and employ a solicitor to examine and report upon title to the same and the lease documentation pertaining to same;
- (h) in the Assignor's name, perform, at the Assignor's expense, any and all of the Assignor's obligations or covenants relating to the Assigned Rights and Benefits and enforce performance by any Other Parties of their obligations in relation to the Assigned Rights and Benefits and settle any disputes with Other Parties upon terms that the Assignee deems appropriate, in its discretion;
- (i) make payment of or cure any default under any Permitted Encumbrance or any Liens or other claims that may exist or be threatened against the Assigned Rights and Benefits, and any amount so paid together with costs, charges and expenses incurred together with interest at the Interest Rate shall be added to the Loan Indebtedness;
- (j) if the proceeds of realization are insufficient to pay all of the Loan Indebtedness, the Assignor shall forthwith pay or cause to be paid to the Assignee any deficiency and the Assignee may sue the Assignor to collect the amount of such deficiency;
- (k) subject to applicable law, seize, collect, realize, borrow money on the security of, release to third parties, sell (by way of public or private sale), lease or otherwise deal with the Assigned Rights and Benefits in such manner, upon such terms and conditions, at such time or times and place or places and for such consideration as may seem to the Assignee advisable and without notice to the Assignor. The Assignee may charge on its own behalf and pay to others sums for expenses incurred and for services rendered (expressly including legal, consulting, broker, management, receivership and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Assigned Rights and Benefits and may add all such sums to the Loan Indebtedness;
- (l) perform all such acts as may in the reasonable opinion of the Assignee be necessary or desirable for the proper operation and maintenance of the Property, which acts may be performed in the name of the Assignor or in the name of the Assignee and the Assignor hereby grants to the Assignee irrevocable authority to join the Assignor in any proceedings or actions relating to the Assigned Rights and Benefits whether judicial or extra-judicial; and
- (m) waive any Event of Default, and any waiver of an Event of Default shall not extend to any subsequent Event of Default, nor shall the Assignee be bound to serve any notice on any lessees or any Other Parties on the happening of any Event of Default.

2.13 Assignee's Dealings with Other Parties

The Assignor and the Assignee hereby covenant and agree that:

- (a) the Assignee may at any time upon the occurrence of an Event of Default which is continuing, with respect to any and all Assigned Rights and Benefits, give to any lessee or other Person from whom the Assignor would have been entitled to receive or claim any benefit under the Assigned Rights and Benefits in question (the "**Other Parties**" or "**Other Party**") upon written notice to it by the Assignee to pay the Rents directly to the Assignee and such notice shall be good and sufficient notice for doing so. Without limiting the foregoing the Assignee may, after giving such notice, deal with the Other Party or Other Parties in respect of the Assigned Rights and Benefits without reference to or consent of the Assignor while the Event of Default is continuing;
- (b) this Agreement constitutes an irrevocable direction and authorization of the Assignor to any Other Party to pay Rents to the Assignee and otherwise honour the rights of the Assignee under this Agreement;
- (c) any Other Party may rely upon any notice given by the Assignee or on its behalf and the Assignor hereby waives as against any Other Party any claims they might otherwise have by reason of the Other Party acting on such notice;
- (d) in the event all Events of Defaults are subsequently cured, the Assignee shall upon request of the Assignor, and at the Assignor's reasonable expense, execute in a timely manner and deliver to the Assignor directions and authorizations to any Other Party who received notice of this Agreement in connection with the Events of Default so cured as aforesaid, authorizing and directing such Other Party to resume payment of Rents to the Assignor until such time as a further written notice is delivered by the Assignee pursuant to the terms of this Agreement;
- (e) all receipts given by the Assignee to any lessee under the Leases after delivery of a written notice pursuant to Section 2.13(a) and prior to the delivery of a notice pursuant to Section 2.13(d) on account of any Rents paid to the Assignee in accordance with the terms of this Agreement shall constitute a good and valid discharge therefor to each such lessee; and
- (f) the Assignee shall not be required or obligated in any manner to make any demand or to make any inquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim or take any other action to collect or enforce the payment of any amounts which may have been assigned to the Assignee or to which the Assignee may be entitled hereunder at any time or times.

2.14 Assignee's Obligations and Limitation on Liabilities

It is expressly acknowledged and agreed by the Assignor and the Assignee that:

- (a) nothing herein contained shall oblige the Assignee to assume or perform any obligation of the Assignor to any Other Party in respect of or arising out of the Assigned Rights and Benefits or any of them. The Assignee may, however, after the occurrence of an Event of Default which is continuing, at its option assume or perform any such obligations as the Assignee considers necessary or desirable to obtain the benefit of the Assigned Rights and Benefits free of any set-off, deduction or abatement, and any money expended by the Assignee in this regard shall form part of and be deemed to form part of the Loan Indebtedness and bear interest at the maximum rate stipulated in the Mortgage;
- (b) the Assignee shall only be liable to account for such moneys as shall actually be received by the Assignee by virtue of this Agreement at the address provided herein, less reasonable collection charges and costs (including, without limitation, legal costs on a solicitor and client basis) and other reasonable expenses to which the Assignee may be put, and the Assignee shall not be responsible for any act or default of any agent employed by the Assignee for the collection of any such amounts. Such moneys when so received by the Assignee shall be applied in accordance with the provisions of the Mortgage and the Assignee shall not be responsible for diligence in the collection of any monies as contemplated herein. No credit shall be given for any Rent received by the Assignee after it obtains ownership of the Property under court order or by operation of law;
- (c) exercise by the Assignee of its rights under this Agreement or the assumption of certain obligations of the Assignor upon the occurrence of an Event Default as referred to in Section 2.14(a) shall not constitute or have the effect of making the Assignee a mortgagee in possession nor shall the entering into of this Agreement or anything done in pursuance of it make the Assignee liable in any way, as landlord or otherwise, for the performance of any covenants, obligations and liabilities under any of the Leases;
- (d) care, control and management of the Property shall remain and be deemed to be with the Assignor, in the absence of clear and unequivocal action by the Assignee depriving the Assignor of such care, control and management and the assumption thereof by the Assignee;
- (e) the Assignee's obligations as to any Rents or other amounts actually collected (including, without limitation, those arising from the Lease Benefits) shall be discharged by application of such Rents or other amounts (including, without limitation, those arising from the Lease Benefits) against the Loan Indebtedness or for any of the other purposes described in this Agreement; and
- (f) the Assignee shall not be:
 - (i) liable for and no credit shall be given in respect of any uncollected Rents or other uncollected amounts;

- (ii) liable to any lessee for the return of any security deposit made under any Lease unless the Assignee shall have actually received such security deposit; and
- (iii) by reason of this Agreement or the exercise of any right granted herein, responsible for any act committed by the Assignor or any breach or failure to perform by the Assignor with respect to any of the Assigned Rights and Benefits.

2.15 Continuing Security

Notwithstanding any variation of the terms of the Mortgage or any of the other Security Documents, or any extension of time for payment or any release of any security, this Agreement shall continue as general and collateral security for the Loan Indebtedness and observance and performance of all of the Loan Obligations. This Agreement and the assignments granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Assignee and this Agreement will remain in full force and effect until registration of a complete discharge of the Mortgage by the Assignee, which discharge shall be deemed to be a reassignment of this Agreement and the Assigned Rights and Benefits in favour of the Assignor. On the complete discharge of the Mortgage, the Assignee will, at the request and at the sole reasonable cost and expense of the Assignor, execute and deliver to the Assignor such instruments in registrable form as may be necessary to evidence the termination of this Agreement and the reassignment to the Assignor of the Assigned Rights and Benefits.

2.16 Reassignment/Discharge

The Assignee may, at any time and whether or not an Event of Default has occurred, without further request or agreement by the Assignor, reassign to the Assignor, its successors and assigns, the Assigned Rights and Benefits or any part or parts thereof, by an instrument of reassignment in writing executed by the Assignee delivered to the Assignor, its successors and assigns, at the address for notice herein provided. Such instrument upon delivery shall constitute a good and sufficient reassignment of all of the Assignee's right, title and interest in and benefit of the Assigned Rights and Benefits to which it pertains and a good and valid release and termination of obligations (if any) of the Assignee with respect thereto. Such reassignment shall not expressly or impliedly constitute any representation or warranty by the Assignee to the Assignor as to the Assigned Rights and Benefits or anything related thereto.

ARTICLE 3 MISCELLANEOUS

3.1 Payments

All payments required to be made by the Assignor to the Assignee under this Agreement will be made at the address of the Assignee set out in Section 3.9 (or at any other place specified by the Assignee by written notice to the Assignor) in immediately available funds in lawful Canadian currency, without any set off, counter claim or deduction.

3.2 Failure of Indulgence Not Waiver

No extension of time, waiver, or other indulgence given by the Assignee to the Assignor, or anyone claiming under the Assignor, shall in any way affect or prejudice the rights of the Assignee against the Assignor or any Covenantor unless explicitly set forth in writing and signed by the waiving party. No failure to exercise or delay in exercising any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Each power and right under this Agreement is cumulative and is in addition to and not in substitution for any other rights and remedies at law, or in equity or otherwise.

3.3 Modification

No modification or waiver of this Agreement is binding on the Assignee unless made in writing and signed by a duly authorized officer of the Assignee.

3.4 Entire Agreement

On execution and delivery by the Assignor, this Agreement is deemed to be finally executed and delivered by the Assignor to the Assignee and is not subject to or affected by any condition as to the receipt by the Assignee of any of the other Security Documents or as to the execution and delivery by any of the other Covenantors to the Assignee of any other Loan Documents, nor by any promise or condition affecting the liability of the Assignor. No agreement, promise, representation or statement by the Assignee or any of its officers, employees or agents unless in this Agreement forms part of this Agreement, has induced the making of it or affects the liability of the Assignor or any Covenantor under it.

3.5 Severability

If any Section or part thereof of this Agreement is invalid or unenforceable for any reason, then such Section or part thereof will be severable from this Agreement and will not affect the validity or enforceability of any other part of this Agreement.

3.6 Non-Merger

The giving of this Agreement is by way of additional and collateral security for the payment of the Loan Indebtedness and the performance of the Loan Obligations and not in substitution for or in satisfaction thereof, and the Commitment Letter, the Mortgage or any of the other Loan Documents shall not be merged hereby and in case of an Event of Default that is continuing, proceedings may be taken under this Agreement, the Mortgage, or any of the other Security Documents or any one or more of them at the option of the Assignee.

3.7 Paramountcy

The provisions of any agreement between the Assignor and the Assignee in connection with the Loan Indebtedness, including but not limited to any loan application in respect thereof, the Mortgage and all of the other Loan Documents, shall form part of this Agreement except where inconsistent with the provisions hereof. In the case of any inconsistency between this Agreement and the Mortgage, the provisions of the Mortgage, as the case may be, shall prevail.

3.8 Assignability

The Assignor hereby consents to the Assignee assigning, transferring or selling all or any portion of its interest under this Agreement in connection with the proportionate assignment, transfer or sale of its interest in the Loan Indebtedness and the Loan Obligations. Without limiting the foregoing, the Assignee may enter into participation, contending or syndication agreements with other lenders in connection with this Agreement, the Loan Indebtedness and the Loan Obligations. The Assignee may provide information of a financial or other nature to any prospective assignee or transferee or other lenders concerning the Assignor, this Agreement, the Loan Indebtedness and the Loan Obligations.

3.9 Notices

Any notice, demand, approval, consent, information, agreement, offer, payment, request or other communication to be given under or in connection with this Agreement shall be in writing and shall be delivered by personal delivery, prepaid courier service, postage prepaid registered mail or by electronic or digital transmission to the relevant party, addressed:

(a) to the Assignor:

30 Wertheim Court, Building A, Suite 3
Richmond Hill, Ontario
L4B 1B9

Attention: Dino Sciavilla
Email: dino@pacedev.ca
Facsimile: 905-731-5296

with a copy to the Assignor's solicitors at

Devry Smith Frank LLP
95 Barber Greene Road, Suite 100
Toronto, Ontario
M3C 3E9

Attention: Louis Gasbarre
Email: louis.gasbarre@devrylaw.ca

Facsimile: 416-446-3318

(b) to the Assignee:

Scotia Plaza
40 King Street West, Suite 3700
Toronto, Ontario
M5H 3Y2

Attention: Scott Coates
Email: SCoates@kingsettcapital.com
Facsimile: 416-687-6701

and such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a business day or if delivery or transmission is made on a business day after 5:00 p.m. at the place of receipt, then on the next following business day) or, if mailed, on the third (3rd) business day following the date of mailing; provided, however, that if at the time of mailing or within three (3) business days thereafter there is or occurs a labour dispute or other event which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of recorded electronic communication as aforesaid. Each party may change its address for notice by providing notice of same in accordance with the foregoing.

3.10 Expenses, Fees and Indemnity

The Assignor will pay to the Assignee all reasonable costs, charges and expenses, including all administrative fees, legal fees and professional fees, incurred by the Assignee in connection with the collection of any amount payable under this Agreement by the Assignor to the Assignee. The Assignor shall indemnify the Assignee against all claims, loss or damages arising out of or in connection with any breach or default by the Assignor under this Agreement.

3.11 Applicable Law

This Agreement and the rights and obligations of the Assignor and the Assignee under it are governed by and construed according to the laws of the jurisdiction in which the Property is situate and the laws of Canada applicable therein.

3.12 Time of the Essence

Time is of the essence of this Agreement.

3.13 Execution by the Assignee

This Agreement need not be executed by the Assignee to be binding on and to enure to the benefit of the Assignee.

3.14 Counterparts

This Agreement may be executed or executed electronically and delivered in any number of counterparts, each of which when so executed or executed electronically and delivered shall be an original, but all of which taken together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Transmission of executed or electronically executed copies of this Agreement whether or not in counterpart, by facsimile or other electronic transmission, shall be deemed to have the same effect as delivery of an original executed copy to the party receiving the transmission.

3.15 Further Assurances

The Assignor will promptly do all further acts and execute and deliver such further documents as the Assignee considers reasonably necessary or advisable to carry out the terms or intent of this Agreement.

3.16 Successors and Assigns

This Agreement is binding on and enures to the benefit of the Assignee and the Assignor, and their respective executors, administrators, successors and assigns and to any Person to whom the Assignee may grant any participation in this Agreement, the Loan Indebtedness or any of the Loan Obligations or any power, remedy or right of the Assignee under this Agreement or any of the Assignee's interest herein or in the Loan Indebtedness and the Loan Obligations.

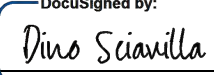
3.17 Multiple Parties

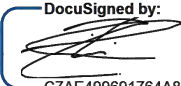
If the Assignor consists of more than one party, this Agreement will be read with all necessary grammatical changes and each reference to the Assignor includes each and every such Person individually. All covenants and agreements herein of the Assignor are the joint and several covenants and agreements of each such Person or corporation. If the Assignee consists of more than one party, this Agreement will be read with all necessary grammatical changes and each such party or any one or more of them is entitled to enforce each right and remedy of the Assignee under this Agreement.

-- signatures follow on next page --

IN WITNESS WHEREOF the Assignor has executed this Agreement as of the date and year first written above.

MAPLEVIEW DEVELOPMENTS LTD.

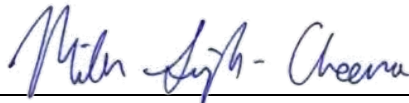
Per:  DocuSigned by:
Name: E97703CC45A848E Dino Scivilla
Title: President

Per:  DocuSigned by:
Name: C7AE400604764A8... Gregory Zehr
Title:

I/We have authority to bind the Corporation

**T
A
B
G**

THIS IS **EXHIBIT "G"** REFERRED TO IN THE AFFIDAVIT
OF DANIEL POLLACK, SWORN BEFORE ME THIS
14TH DAY OF MARCH, 2024.



Milan Singh-Cheema
A Commissioner for taking Affidavits
(or as may be)

GENERAL ASSIGNMENT OF MATERIAL CONTRACTS

THIS AGREEMENT made as of the 30th day of November, 2022.

B E T W E E N:

MAPLEVIEW DEVELOPMENTS LTD.

(the "**Assignor**")

OF THE FIRST PART

- and -

KINGSETT MORTGAGE CORPORATION

(the "**Assignee**")

OF THE SECOND PART

WHEREAS the Assignor, as mortgagor, has granted a mortgage (the "**Mortgage**") to and in favour of the Assignee, as mortgagee, of the lands and premises charged therein (the "**Property**"), notice of which was registered on the date hereof in the Land Registry Office for the Land Titles Division of Barrie (No. 51) to secure the payment of principal, interest and other monies and the performance of all obligations arising thereunder, as amended, modified, supplemented or replaced from time to time;

AND WHEREAS as a condition for receiving the Loan Indebtedness, the Assignor agreed to assign to the Assignee, its successors and assigns, as a further continuing and collateral security for the payment of the Loan Indebtedness and observance and performance of the Loan Obligations, all of the Assignor's right, title and interest in and to the Material Contracts;

NOW THEREFORE IN CONSIDERATION of the recitals, the Assignee extending the Loan Indebtedness and for such other good and valuable consideration received by the Assignor, the receipt and adequacy of which is acknowledged by the Assignor, the Assignor agrees with the Assignee as follows:

ARTICLE 1
DEFINITIONS, INTERPRETATION

1.1 Definitions

Capitalized terms that are not defined herein have the meanings set out in the Mortgage. Otherwise, in this Agreement:

- (a) "**Effective Date**" has the meaning ascribed to it in Section 2.7;
- (b) "**Enforcement Notice**" has the meaning ascribed to it in Section 2.7;

- (c) **"Indebtedness"**, in respect of any Person, is used in its most comprehensive sense and includes any and all advances, debts, duties, endorsements, guarantees, liabilities, obligations, responsibilities and undertakings of such Person at any time assumed, incurred or made, however arising, whether or not now due, absolute or contingent, liquidated or unliquidated, direct or indirect, and whether such Person is liable individually or jointly with others, irrespective of the regularity or validity thereof or of any security therefor;
- (d) **"Loan Indebtedness"** means any Indebtedness from time to time of the Assignor or any of the other Covenantors to the Assignee arising under any of the Loan Documents;
- (e) **"Loan Obligations"** means the obligations of the Assignor or any of the other Covenantors arising under the Loan Documents;
- (f) **"Material Contracts"** means, collectively, all of the Assignor's right, title and interest in and to all contracts, agreements, permits, and licenses, material or significant to the ownership, management, development, construction or operation of the Property, as applicable, and which the Assignee designates from time to time as material to the Property, including, without limitation, the contracts relating to engineering specifications and drawings, architectural specifications and drawings, all other specifications and drawings related to the Project, plans, construction contracts, licenses and permits (including without limitation any and all building and development permits), as the same may be amended, restated, modified, supplemented, assigned and/or assumed from time to time, including without limitation, the benefits of and advantages under all undertakings given to the Assignor in connection with its acquisition of the Property; and
- (g) **"Other Party"** means a Person from whom the Assignor would have been entitled to receive or claim any benefit under a Material Contract.

1.2 Interpretation

For the purposes of this Agreement, all references to the singular include the plural where the context so admits, the masculine to include the feminine and neuter gender and, where necessary, a body corporate, and vice versa.

1.3 Headings

In this Agreement, the headings have been inserted for reference only and shall not define, limit, alter or enlarge the meaning of any provision of this Agreement.

ARTICLE 2 **AGREEMENT**

2.1 Assignment

As continuing collateral security for the payment of the Loan Indebtedness and performance of the Loan Obligations, the Assignor hereby assigns, transfers and sets over

unto the Assignee, its successors and assigns, and grants a security interest in all of the Assignor's right, title and interest, both at law and in equity, in and to the Material Contracts (to the extent assignable), including, without limitation: (i) the benefit of all representations, warranties, conditions, terms and covenants made or contained in the Material Contracts or implied or expressed by law in relation thereto; (ii) all moneys due or accruing due or at any time hereafter to become due under the Material Contracts, as applicable; and (iii) all rights, benefits and advantages derived from the Material Contracts and any and all present and future guarantees or indemnities of all or any of the obligations under the Material Contracts, as applicable, together with the full benefit of all security in support of such guarantees or indemnities.

2.2 Default and Power of Attorney

So long as the Loan Indebtedness and the Loan Obligations, or any portion thereof, remains outstanding:

- (a) the Assignor hereby irrevocably appoints the Assignee, or any receiver appointed by the Assignee pursuant to any of the Loan Documents, to be the attorney of the Assignor with full power of substitution, and with full authority in the place of the Assignor and in the name of the Assignor or otherwise, from time to time in the Assignee's discretion, to do all acts and things that may be necessary for, incidental to, or advisable for, carrying out the powers given to the Assignee under this Agreement upon the occurrence of any Event of Default which is continuing. This power of attorney is given for valuable consideration, is coupled with an interest, and is irrevocable until registration of a complete discharge of the Mortgage;
- (b) in the event any action is brought by the Assignee to enforce any rights under any of the Material Contracts, the Assignor agrees to cooperate fully with and assist the Assignee in the prosecution thereof;
- (c) without limiting any other provision of this Agreement, upon and during the continuance of an Event of Default, the Assignor hereby specifically authorizes and directs each Other Party upon written notice to it by the Assignee to make all payments due under or arising under the Material Contracts directly to the Assignee and hereby irrevocably authorizes and empowers the Assignee after an Event of Default and for so long as it is continuing to request, demand, receive, and give acquittance for any and all amounts which may be or become due or payable or remain unpaid at any time to the Assignor under and pursuant any Material Contract, and to endorse any cheques, drafts or other orders for the payment of money payable to the Assignor in payment thereof, and in the Assignee's discretion, to file any claims or take any action or proceeding, either in its own name or in the name of the Assignor or otherwise, which the Assignee may deem necessary or desirable in its sole discretion; and
- (d) the Assignee shall not be required or obligated in any manner to make any demand or to make any inquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim or take any other action to collect or enforce the payment of any amounts which may have been assigned to the Assignee or to which the Assignee may be entitled hereunder at any time or times.

2.3 Consent; Limitation on Assignment

Nothing in this Agreement shall constitute an assignment or attempted assignment of any of the Material Contracts which by its provisions or by applicable law is not assignable, which would result in the termination of or a breach under such Material Contract, or which requires the consent of any Other Party to its assignment unless such consent has been obtained. With respect to any Material Contract which the Assignee reasonably determines to be material, the Assignor shall attempt to obtain the consent of any necessary Other Party to its assignment under this Agreement and to its further assignment by the Assignee to any Other Party as a result of the exercise by the Assignee of remedies after demand. Upon such consent being obtained or waived, this Agreement shall apply to the applicable Material Contract without regard to this section and without the necessity of any further assurance to effect such assignment. Unless and until the consent to assignment is obtained as provided above, the Assignor shall, to the extent it may do so at law or pursuant to the provisions of such Material Contract or interest in question, hold all benefit to be derived from such Material Contract in trust for the Assignee (including the Assignor's beneficial interest in any such Material Contract which may be held in trust for the Assignee by a third party), as additional security for the payment of the Loan Indebtedness and performance of the Loan Obligations.

2.4 Representations and Warranties

The Assignor represents and warrants to and in favour of the Assignee that:

- (a) the Assignor has good right, full power and absolute authority to assign the Material Contracts in the manner aforesaid, and has not performed any act or executed any other instrument which might prevent the Assignee from operating under the terms and conditions of this Agreement or which would limit the Assignee in such operation;
- (b) each Material Contract is in existence, is unamended, and is in full force and effect, and to the best of the Assignor's knowledge there is no existing dispute under any of them;
- (c) to the best of the Assignor's knowledge, there is currently no default by any Other Party to a Material Contract under any term, condition or covenant required to be performed by it under any Material Contract;
- (d) the copies of any Material Contracts delivered to the Assignee are true and complete copies of those Material Contracts; and
- (e) the Assignor has observed and performed all of its obligations under the Material Contracts and will, in all material aspects, continue hereafter to observe and perform all of its obligations under the Material Contracts.

2.5 Right to Deal

Until the occurrence of an Event of Default which is continuing, the Assignor is permitted to enjoy the benefits of and deal with the Material Contracts and to enforce or sue in respect

of any representation, warranty, condition, term or covenant under any Material Contract, and any Other Party shall be entitled to deal with the Assignor until receipt of written notice from the Assignee stating that they should no longer deal with the Assignor.

2.6 Continuing Security

Notwithstanding any variation of the terms of the Mortgage or any of the other Security Documents, or any extension of time for payment or any release of any security, this Agreement shall continue as collateral security until the payment in full of the Loan Indebtedness and observance and performance of all of the Loan Obligations.

2.7 Enforcement

The Assignee, upon the occurrence of an Event of Default and for so long as it is continuing may, but shall not be bound to enforce its rights and remedies under this Agreement. Upon the Assignee's election to enforce its rights and remedies under this Agreement, the Assignee or its agent shall give written notice (the "**Enforcement Notice**") concurrently to the Assignor and the affected Other Party or Parties advising that the Assignee has elected to: (i) terminate their Material Contract effective as of the date set out in the Enforcement Notice, which date shall be five (5) Business Days after the date of the Enforcement Notice (the "**Effective Date**"); or (ii) enforce its rights and remedies under this Agreement and requiring the Other Party or Parties, to deal directly with the Assignee (subject to the provisions of Section 2.10), and the Assignor covenants and agrees, at the written request of the Assignee, to join with the Assignee in such notice and hereby irrevocably appoints the Assignee as its attorney to join the Assignor in such notice.

2.8 Waiver of Event of Default

The Assignee may waive any Event of Default or breach of covenant and shall not be bound to exercise its rights hereunder or to serve the Enforcement Notice upon any Other Party upon the happening of any Event of Default but any such waiver shall not extend to any subsequent Event of Default.

2.9 Negative Covenants of the Assignor

That the Assignor shall not, without the consent in writing of the Assignee:

- (a) assign, pledge, or hypothecate the Material Contracts other than to the Assignee or to the holder of any Prior Permitted Encumbrance and shall not do or omit to do or permit any act to be done which either directly or indirectly has the effect of waiving, releasing, reducing or abating any rights, remedies or obligations of any party thereunder or in connection therewith, other than as permitted under the Loan Documents; and
- (b) terminate, accept a surrender of, or agree to any modification or amendment to the Material Contracts which would materially adversely change the obligations of the Assignor thereunder, other than as permitted under the Loan Documents.

2.10 Assignee's Obligations and Limitation on Liabilities

It is expressly acknowledged and agreed by the Assignor and the Assignee that:

- (a) effective from and after the Effective Date, the Assignee shall be entitled to enforce all of the rights and remedies granted to it hereunder on the condition that the Assignee, from and after the Effective Date, assumes responsibility for the performance of all of the covenants, provisions, stipulations, terms and conditions under the Material Contracts on the part of the Assignor to be performed. Notwithstanding the foregoing, the Assignee shall not be liable to cure any defaults of the Assignor then existing under the Material Contracts;
- (b) nothing herein contained shall oblige the Assignee to assume or perform any obligation of the Assignor to any Other Party in respect of or arising out of the Material Contracts. The Assignee may, however, after the occurrence of an Event of Default which is continuing, at its option, assume or perform any such obligations as the Assignee considers necessary or desirable to obtain the benefit of the Material Contracts, free of any set-off, deduction or abatement, and any money expended by the Assignee in this regard shall form part of and be deemed to form part of the Loan Indebtedness and bear interest at the Interest Rate;
- (c) exercise by the Assignee of its rights under this Agreement or the assumption of certain obligations of the Assignor upon the occurrence of an Event Default as referred to in Subsection 2.10(a) shall not constitute or have the effect of making the Assignee a mortgagee in possession; and
- (d) the Assignee shall not be by reason of this Agreement or the exercise of any right granted herein, responsible for any act committed by the Assignor or any breach or failure to perform by the Assignor with respect to any Material Contract.

2.11 Reassignment/Discharge

The Assignee may, at any time and whether or not an Event of Default has occurred, without further request or agreement by the Assignor, reassign to the Assignor, its successors and assigns, all or any of the Material Contracts by an instrument of reassignment in writing executed by the Assignee delivered to the Assignor, its successors and assigns, at the address for notice herein provided. Such instrument upon delivery shall constitute a good and sufficient reassignment of all of the Assignee's right, title and interest in and benefit of the Material Contracts to which it pertains and a good and valid release and termination of obligations (if any) of the Assignee with respect thereto. Such reassignment shall not expressly or impliedly constitute any representation or warranty by the Assignee to the Assignor as to any Material Contract or anything related thereto. Upon registration of a discharge of the Mortgage, this Agreement shall thereupon become and be of no force or effect. At such time as the Mortgage has been discharged, the Assignee will, upon the written request of the Assignor, and at the sole reasonable cost and expense of the Assignor, execute and deliver to the Assignor such instruments as may be necessary or effective, in registrable form, to evidence the termination of this Agreement and the reassignment to the Assignor of the Material Contracts.

ARTICLE 3
MISCELLANEOUS

3.1 Payments

All payments required to be made by the Assignor to the Assignee under this Agreement will be made at the address of the Assignee set out in Section 3.9 (or at any other place specified by the Assignee by written notice to the Assignor) in immediately available funds in lawful Canadian currency, without any set off, counter claim or deduction.

3.2 Failure of Indulgence Not Waiver

No extension of time, waiver, or other indulgence given by the Assignee to the Assignor, or anyone claiming under the Assignor, shall in any way affect or prejudice the rights of the Assignee against the Assignor, or any other Covenantor. Each power and right under this Agreement is cumulative and is in addition to and not in substitution for any other rights and remedies at law, or in equity or otherwise.

3.3 Modification

No modification or waiver of this Agreement is binding on the Assignee unless made in writing and signed by a duly authorized officer of the Assignee.

3.4 Entire Agreement

On execution and delivery by the Assignor, this Agreement is deemed to be finally executed and delivered by the Assignor to the Assignee and is not subject to or affected by any condition as to the receipt by the Assignee of any of the other Security Documents or as to the execution and delivery by any of the other Covenantors to the Assignee of any other Loan Documents, nor by any promise or condition affecting the liability of the Assignor. No agreement, promise, representation or statement by the Assignee or any of its officers, employees or agents unless in this Agreement forms part of this Agreement, has induced the making of it or affects the liability of the Assignor or any Covenantor under it.

3.5 Severability

If any Section or part thereof of this Agreement is invalid or unenforceable for any reason, then such Section or part thereof will be severable from this Agreement and will not affect the validity or enforceability of any other part of this Agreement.

3.6 Non-Merger

The giving of this Agreement is by way of additional and collateral security for the payment of the Loan Indebtedness and the performance of the Loan Obligations and not in substitution for or in satisfaction thereof, and the Commitment Letter, the Mortgage or any of the other Loan Documents shall not be merged hereby and in case of an Event of Default that is continuing, proceedings may be taken under this Agreement, the Mortgage, or any of the other Security Documents or any one or more of them at the option of the Assignee.

3.7 Paramountcy

The provisions of any agreement between the Assignor and the Assignee in connection with the Loan Indebtedness, including but not limited to any loan application in respect thereof, the Mortgage and all of the other Loan Documents, shall form part of this Agreement except where inconsistent with the provisions hereof. In the case of any inconsistency between this Agreement and the Mortgage, the provisions of the Mortgage shall prevail.

3.8 Assignability

The Assignor hereby consents to the Assignee assigning, transferring or selling all or any portion of its interest under this Agreement in connection with the proportionate assignment, transfer or sale of its interest in the Loan Indebtedness and the Loan Obligations. Without limiting the foregoing, the Assignee may enter into participation, contending or syndication agreements with other lenders in connection with this Agreement, the Loan Indebtedness and the Loan Obligations. The Assignee may provide information of a financial or other nature to any prospective assignee, transferee, purchaser or other lenders concerning the Assignor, this Agreement, the Loan Indebtedness and the Loan Obligations.

3.9 Notices

Any notice, demand, approval, consent, information, agreement, offer, payment, request or other communication to be given under or in connection with this Agreement shall be in writing and shall be delivered by personal delivery, prepaid courier service, postage prepaid registered mail or by electronic or digital transmission to the relevant party, addressed:

(a) to the Assignor:

30 Wertheim Court, Building A, Suite 3
Richmond Hill, Ontario
L4B 1B9

Attention: Dino Sciavilla
Email: dino@pacedev.ca
Facsimile: 905-731-5296

with a copy to the Assignor's solicitors at

Devry Smith Frank LLP
95 Barber Greene Road, Suite 100
Toronto, Ontario
M3C 3E9

Attention: Louis Gasbarre
Email: louis.gasbarre@devrylaw.ca
Facsimile: 416-446-3318

(b) to the Assignee:

Scotia Plaza
40 King Street West, Suite 3700
Toronto, Ontario
M5H 3Y2

Attention: Scott Coates
Email: SCoates@kingsettcapital.com
Facsimile: 416-687-6701

and such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a business day or if delivery or transmission is made on a business day after 5:00 p.m. at the place of receipt, then on the next following business day) or, if mailed, on the third (3rd) business day following the date of mailing; provided, however, that if at the time of mailing or within three (3) business days thereafter there is or occurs a labour dispute or other event which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of recorded electronic communication as aforesaid. Each party may change its address for notice by providing notice of same in accordance with the foregoing.

3.10 Expenses, Fees and Indemnity

The Assignor will pay to the Assignee all reasonable costs, charges and expenses, including all administrative fees, legal fees and professional fees, incurred by the Assignee in connection with the collection of any amount payable under this Agreement by the Assignor to the Assignee. The Assignor shall indemnify the Assignee against all claims, loss or damages arising out of or in connection with any breach or default by the Assignor under this Agreement.

3.11 Applicable Law

This Agreement and the rights and obligations of the Assignor and the Assignee under it are governed by and construed according to the laws of the jurisdiction in which the Property are situate and the laws of Canada applicable therein.

3.12 Time of the Essence

Time is of the essence of this Agreement.

3.13 Execution by the Assignee

This Agreement need not be executed by the Assignee to be binding on and to enure to the benefit of the Assignee.

3.14 Counterparts

This Agreement may be executed or executed electronically and delivered in any number of counterparts, each of which when so executed or executed electronically and delivered

shall be an original, but all of which taken together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Transmission of executed or electronically executed copies of this Agreement whether or not in counterpart, by facsimile or other electronic transmission, shall be deemed to have the same effect as delivery of an original executed copy to the party receiving the transmission.

3.15 Further Assurances

The Assignor will promptly do all further acts and execute and deliver further documents as may be reasonably required to carry out the terms or intent of this Agreement.

3.16 Successors and Assigns

This Agreement is binding on and enures to the benefit of the Assignee and the Assignor, and their respective executors, administrators, successors and permitted assigns and to any Person to whom the Assignee may grant any participation in this Agreement, the Loan Indebtedness or any of the Loan Obligations or any power, remedy or right of the Assignee under this Agreement or any of the Assignee's interest herein or in the Loan Indebtedness and the Loan Obligations.

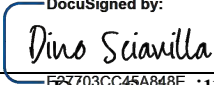
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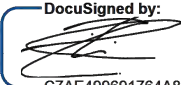
If the Assignor consists of more than one party, this Agreement will be read with all necessary grammatical changes and each reference to the Assignor includes each and every such Person individually. All covenants and agreements herein of the Assignor are the joint and several covenants and agreements of each such Person. If the Assignee consists of more than one party, this Agreement will be read with all necessary grammatical changes and each such party or any one or more of them is entitled to enforce each right and remedy of the Assignee under this Agreement.

-- signatures follow on next page --

IN WITNESS WHEREOF the Assignor has executed this Agreement as of the date and year first written above.

MAPLEVIEW DEVELOPMENTS LTD.

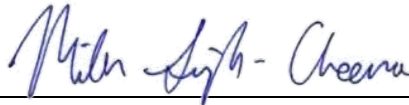
Per:  DocuSigned by:
Name: Dino Scivilla
Title: President

Per:  DocuSigned by:
Name: Gregory Zehr
Title:

I/We have authority to bind the Corporation

**T
A
B
H**

THIS IS **EXHIBIT "H"** REFERRED TO IN THE AFFIDAVIT
OF DANIEL POLLACK, SWORN BEFORE ME THIS
14TH DAY OF MARCH, 2024.



Milan Singh-Cheema
A Commissioner for taking Affidavits
(or as may be)

SPECIFIC ASSIGNMENT OF CONSTRUCTION MANAGEMENT AGREEMENT

THIS AGREEMENT made as of the 30th day of November _____, 2022.

B E T W E E N:

MAPLEVIEW DEVELOPMENTS LTD.

(the "Assignor")

OF THE FIRST PART

- and -

KINGSETT MORTGAGE CORPORATION

(the "Assignee")

OF THE SECOND PART

WHEREAS the Assignor, as mortgagor, has granted a mortgage (the "**Mortgage**") to and in favour of the Assignee, as mortgagee, of the lands and premises charged therein (the "**Property**"), notice of which was registered on the date hereof in the Land Registry Office for the Land Titles Division of Barrie (No. 51) to secure the payment of principal, interest and other monies and the performance of all obligations arising thereunder, as amended, modified, supplemented or replaced from time to time;

AND WHEREAS as a condition for receiving the Loan Indebtedness, the Assignor agreed to assign to the Assignee, its successors and assigns, as a further continuing and collateral security for the payment of the Loan Indebtedness and observance and performance of the Loan Obligations, all of the Assignor's right, title, estate and interest in and to the development and construction management agreement dated August 23, 2017 between the Assignor, as owner, and Pacc Group Investments Inc. (the "**Counterparty**"), as construction manager (the "**Construction Management Agreement**"), together with, without limitation:

- (a) the benefit of all representations, warranties, conditions, terms and covenants made or contained or implied or expressed by law therein;
- (b) all moneys due or accruing due or at any time hereafter to become due under the Construction Management Agreement, as applicable; and
- (c) all rights, benefits and advantages derived from the Construction Management Agreement and any and all present and future guarantees or indemnities of all or any of the obligations under it, as applicable, together with the full benefit of all security in support of such guarantees or indemnities,

all as amended, restated, extended, renewed, supplemented, replaced or otherwise modified from time to time, the "**Assigned Agreement**");

AND WHEREAS a complete copy of the Assigned Agreement is attached hereto as Schedule "A";

NOW THEREFORE IN CONSIDERATION of the recitals, the Assignee extending the Loan Indebtedness and for such other good and valuable consideration received by the Assignor, the receipt and adequacy of which is acknowledged by the Assignor, the Assignor agrees with the Assignee as follows:

ARTICLE 1
DEFINITIONS, INTERPRETATION

1.1 Definitions

Capitalized terms that are not defined herein have the meanings set out in the Mortgage. Otherwise, in this Agreement:

- (a) "**Effective Date**" has the meaning ascribed to it in Section 4.3(b);
- (b) "**Enforcement Notice**" has the meaning ascribed to it in Section 4.3(b);
- (c) "**Indebtedness**", in respect of any Person, is used in its most comprehensive sense and includes any and all advances, debts, duties, endorsements, guarantees, liabilities, obligations, responsibilities and undertakings of such Person at any time assumed, incurred or made, however arising, whether or not now due, absolute or contingent, liquidated or unliquidated, direct or indirect, and whether such Person is liable individually or jointly with others, irrespective of the regularity or validity thereof or of any security therefor;
- (d) "**Loan Indebtedness**" means any Indebtedness from time to time of the Assignor or any of the other Covenantors to the Assignee arising under any of the Loan Documents; and
- (e) "**Loan Obligations**" means the obligations of the Assignor or any of the other Covenantors arising under the Loan Documents.

1.2 Interpretation

For the purposes of this Agreement, all references to the singular include the plural where the context so admits, the masculine to include the feminine and neuter gender and, where necessary, a body corporate, and vice versa.

1.3 Headings

In this Agreement, the headings have been inserted for reference only and shall not define, limit, alter or enlarge the meaning of any provision of this Agreement.

ARTICLE 2
AGREEMENT

2.1 Assignment

As continuing collateral security for the payment of the Loan Indebtedness and performance of the Loan Obligations, the Assignor hereby assigns, transfers and sets over unto the Assignee, its successors and assigns, and grants a security interest in, all of the Assignor's right, title, estate and interest and benefit, both at law and in equity, in and to the Assigned Agreement and, subject to Section 4.1, with full power and authority to enforce all the rights, claims or causes of action the Assignor may have under the Assigned Agreement, including the right to bring action to recover moneys under the Assigned Agreement. Notwithstanding the assignment of the Assigned Agreement, the Assignee shall not be responsible or liable for any obligations of the Assignor respecting it, which remain the sole obligation of the Assignor.

2.2 Value and Attachment

The Assignor acknowledges that value has been given and that the Assignor has rights in the Assigned Agreement. The Assignee and the Assignor have not agreed to postpone the time for attachment of the security interest created by this Agreement and the Assignor and the Assignee intend that the security interest shall attach to the Assigned Agreement upon execution of this Agreement.

2.3 Perfection

The Assignor shall from time to time as may be required by the Assignee with respect to the Assigned Agreement take all actions as may be requested by the Assignee to perfect the security interest at the expense of the Assignor.

ARTICLE 3
REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 Representations, Warranties and Covenants

The Assignor represents and warrants to and in favour of the Assignee that:

- (a) the Assignor has good right, full power and absolute authority to assign the Assigned Agreement to the Assignee, and has not performed any act or executed any other instrument which might prevent the Assignee from operating under the terms and conditions of this Agreement or which would limit the Assignee in such operation;
- (b) the copy of the Assigned Agreement delivered to the Assignee is a true and complete copy of the Assigned Agreement;
- (c) the Assigned Agreement is in existence, is unamended (except to the extent set out in Schedule "A"), and is in full force and effect, and there is no existing dispute thereunder;

- (d) to the best of the Assignor's knowledge there is currently no default by any party to the Assigned Agreement under any term, condition or covenant required to be performed by it under the Assigned Agreement and there exists no event or circumstance which would, with the passage of time or the giving of notice or both, constitute a default or an event of default under the Assigned Agreement; and
- (e) the Assignor has observed and performed all of its obligations under the Assigned Agreement and will, in all material respects, continue hereafter to observe and perform all of its obligations under the Assigned Agreement.

3.2 Survival

All representations and warranties of the Assignor made in this Agreement or in any of the other Loan Documents are material, shall survive and shall not merge upon the execution and delivery of this Agreement and shall continue in full force and effect. The Assignee shall be deemed to have relied upon the representations and warranties notwithstanding any investigation made by or on behalf of the Assignee at any time.

ARTICLE 4 **RIGHT TO DEAL**

4.1 Right to Deal

Until the occurrence of an Event of Default which is continuing and subject to Section 4.2, the Assignor is permitted to enjoy the benefits of and deal with the Assigned Agreement and to enforce all the rights, claims or causes of action the Assignor may have under the Assigned Agreement, and the Assignor shall retain all the benefits, rights, advantages and powers accruing to it under the Assigned Agreement, and the Counterparty shall be entitled to deal with the Assignor until receipt of written notice from the Assignee stating that they should no longer deal with the Assignor and the notice shall be good and sufficient authority for so doing;

4.2 No Dealings with Assigned Agreement

That the Assignor shall not, without the prior written consent of the Assignee:

- (a) assign, encumber, pledge or hypothecate the Assigned Agreement other than to the Assignee or pursuant to a Permitted Encumbrance and shall not do or omit to do or permit any act to be done which either directly or indirectly has the effect of waiving, releasing, reducing or abating any rights, remedies or obligations of any party thereunder or in connection therewith, other than as permitted under the Loan Documents; and
- (b) do any act or thing or omit to do any act or thing that would have the effect of terminating, cancelling, or accepting a surrender of the Assigned Agreement, modifying, amending, or varying the Assigned Agreement, or waiving, releasing or reducing or discounting the Counterparty's obligations under the Assigned Agreement, which would materially adversely change the obligations of the Assignor thereunder, other than as permitted under the Loan Documents.

4.3 Acceleration and Enforcement

Upon the occurrence of an Event of Default which is continuing

- (a) all of the Loan Indebtedness shall, at the Assignee's option and without notice to the Assignor, become immediately due and payable, the security hereby constituted will, at the option of the Assignee, immediately become enforceable, and the Assignee may, in its sole, absolute and unfettered discretion, exercise its rights in respect of the Assigned Agreement in addition to all other rights and remedies afforded by applicable law, in equity or otherwise. The Assignee's remedies are cumulative and the Assignee shall have the right to enforce one or more remedies successively or concurrently in accordance with the Mortgage and applicable law and the Assignee expressly retains all rights and remedies not inconsistent with the provisions in this Agreement. The Assignee's exercise of one right or remedy does not preclude its exercise of any others. The provisions of this clause do not and are not intended to affect in any way any rights of the Assignee with respect to any Loan Obligations or any Loan Indebtedness which may now or hereafter be payable on demand;
- (b) if the Assignee elects to enforce its rights and remedies under this Agreement, the Assignee or its agent shall give written notice (the "**Enforcement Notice**") concurrently to the Assignor and the Counterparty advising that the Assignee has elected to: (i) terminate the Assigned Agreement effective as of the date set out in the Enforcement Notice, which date shall be five (5) business days after the date of the Enforcement Notice (the "**Effective Date**"); or (ii) enforce its rights and remedies under this Agreement and require the Counterparty to deal directly with the Assignee (subject to the provisions of Section 4.7), and the Assignor covenants and agrees, at the request of the Assignee, to join with the Assignee in such notice and hereby irrevocably appoints the Assignee as its attorney to join the Assignor in such notice.

4.4 Waiver of Event of Default

The Assignee may waive any Event of Default or breach of covenant and shall not be bound to exercise its rights hereunder or to serve the Enforcement Notice upon the Counterparty upon the happening of any Event of Default but any such waiver shall not extend to any subsequent Event of Default.

4.5 Default and Power of Attorney

So long as the Loan Indebtedness and the Loan Obligations, or any portion thereof, remains outstanding:

- (a) the Assignor hereby irrevocably appoints the Assignee or any person or persons, whether an officer or officers or an employee or employees of the Assignee or not, to be a receiver or receivers, or may institute proceedings in any court of competent jurisdiction for the appointment of a receiver (hereinafter called a "**Receiver**", which term when used herein shall include a receiver or a manager or a receiver and manager), to be the attorney of the Assignor with full power of substitution, and with full authority in the place of the Assignor and in the name of the Assignor or otherwise, from time to time in the Assignee's discretion, to do all acts and things

that may be necessary for, incidental to, or advisable for, carrying out the powers given to the Assignee under this Agreement and the Mortgage upon the occurrence of any Event of Default which is continuing (but the Assignee is not obligated to take such action and will have no liability to the Assignor or any third party for failure to take any action). This power of attorney is given for valuable consideration, is coupled with an interest, and is irrevocable until registration of a complete discharge of the Mortgage;

- (b) if any action is brought by the Assignee or any Receiver to enforce any rights under the Assigned Agreement, the Assignor agrees to cooperate fully with and assist the Assignee in the prosecution thereof;
- (c) without limiting any other provision of this Agreement, upon and during the continuance of an Event of Default, the Assignor hereby specifically authorizes and directs each party upon written notice to it by the Assignee to make all payments due under or arising under the Assigned Agreement directly to the Assignee and hereby irrevocably authorizes and empowers the Assignee after an Event of Default and for so long as it is continuing to request, demand, receive, and give acquittance for any and all amounts which may be or become due or payable or remain unpaid at any time to the Assignor under and pursuant the Assigned Agreement, and to endorse any cheques, drafts or other orders for the payment of money payable to the Assignor in payment thereof, and in the Assignee's discretion, to file any claims or take any action or proceeding, either in its own name or in the name of the Assignor or otherwise, which the Assignee may deem necessary or desirable in its sole discretion; and
- ~~(d) the Assignee shall not be required or obligated in any manner to make any demand or to make any inquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim or take any other action to collect or enforce the payment of any amounts which may have been assigned to the Assignee or to which the Assignee may be entitled hereunder at any time or times.~~

4.6 Continuing Security

Notwithstanding any variation of the terms of the Mortgage or any of the other Security Documents, or any extension of time for payment or any release of any security, this Agreement shall continue as general and collateral security for the Loan Indebtedness and observance and performance of all of the Loan Obligations. This Agreement and the assignments granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Assignee.

4.7 Assignee's Obligations and Limitation on Liabilities

It is expressly acknowledged and agreed by the Assignor and the Assignee that:

- (a) effective from and after the date of the Enforcement Notice, the Assignee shall be entitled to enforce all of the rights and remedies granted to it hereunder on the condition that the Assignee, from and after the date of the Enforcement Notice, assumes responsibility for the performance of all of the covenants, provisions,

stipulations, terms and conditions under the Assigned Agreement on the part of the Assignor to be performed. Notwithstanding the foregoing, the Assignee shall not be liable to cure any defaults of the Assignor then existing under the Assigned Agreement;

- (b) nothing herein contained shall oblige the Assignee to assume or perform any obligation of the Assignor to the Counterparty in respect of or arising out of the Assigned Agreement. The Assignee may, however, after the occurrence of an Event of Default which is continuing, at its option, assume or perform any such obligations as the Assignee considers necessary or desirable to obtain the benefit of the Assigned Agreement, free of any set-off, deduction or abatement, and any money expended by the Assignee in this regard shall form part of and be deemed to form part of the Loan Indebtedness and bear interest at the Interest Rate;
- (c) the Assignee shall only be liable to account for such moneys as shall actually be received by the Assignee by virtue of this Agreement at the address provided herein, less reasonable collection charges and costs (including, without limitation, reasonable legal costs on a solicitor and client basis) and other reasonable expenses to which the Assignee may be put, and the Assignee shall not be responsible for any act or default of any agent employed by the Assignee for the collection of any such amounts. Other than those caused from the Assignee's own gross negligence or wilful misconduct Such moneys when so received by the Assignee shall be applied in accordance with the provisions of the Mortgage and the Assignee shall not be responsible for diligence in the collection of any moneys as contemplated herein;
- (d) exercise by the Assignee of its rights under this Agreement or the assumption of certain obligations of the Assignor upon the occurrence of an Event Default which is continuing as referred to in Section 4.7(a) or Section 4.7(b) shall not constitute or have the effect of making the Assignee a mortgagee in possession; and
- (e) the Assignee shall not be by reason of this Agreement or the exercise of any right granted herein, responsible for any act committed by the Assignor or any breach or failure to perform by the Assignor with respect to the Assigned Agreement.

4.8 Reassignment/Discharge

The Assignee may, at any time and whether or not an Event of Default has occurred, without further request or agreement by the Assignor, reassign to the Assignor, its successors and assigns, the Assigned Agreement by an instrument of reassignment in writing executed by the Assignee delivered to the Assignor, its successors and assigns, at the address for notice herein provided. Such instrument upon delivery shall constitute a good and sufficient reassignment of all of the Assignee's right, title, interest and estate in and benefit of the Assigned Agreement and a good and valid release and termination of obligations (if any) of the Assignee with respect thereto. Such reassignment shall not expressly or impliedly constitute any representation or warranty by the Assignee to the Assignor as to the Assigned Agreement or anything related thereto. This Agreement will remain in full force and effect until registration of a complete discharge of the Mortgage by the Assignee, which discharge shall be deemed to be a reassignment of this Agreement

and the Assigned Agreement in favour of the Assignor. On the complete discharge of the Mortgage, the Assignee will, at the request and at the sole cost and expense of the Assignor, execute and deliver to the Assignor such instruments as may be necessary or effective, in registrable form, to evidence the termination of this Agreement and the reassignment to the Assignor of the Assigned Agreement.

ARTICLE 5 **MISCELLANEOUS**

5.1 Payments

All payments required to be made by the Assignor to the Assignee under this Agreement will be made at the address of the Assignee set out in Section 5.9 (or at any other place specified by the Assignee by written notice to the Assignor) in immediately available funds in lawful Canadian currency, without any set-off, counterclaim or deduction.

5.2 Failure of Indulgence Not Waiver

No extension of time, waiver, or other indulgence given by the Assignee to the Assignor, or anyone claiming under the Assignor, shall in any way affect or prejudice the rights of the Assignee against the Assignor or any other Covenantor unless explicitly set forth in writing and signed by the waiving party. No failure to exercise or delay in exercising any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Each power and right under this Agreement is cumulative and is in addition to and not in substitution for any other rights and remedies at law, or in equity or otherwise.

5.3 Modification

No modification or waiver of this Agreement is binding on the Assignee unless made in writing and signed by a duly authorized officer of the Assignee.

5.4 Entire Agreement

On execution and delivery by the Assignor, this Agreement is deemed to be finally executed and delivered by the Assignor to the Assignee and is not subject to or affected by any condition as to the receipt by the Assignee of any of the other Security Documents or as to the execution and delivery by any of the other Covenantors to the Assignee of any other Loan Documents, nor by any promise or condition affecting the liability of the Assignor. No agreement, promise, representation or statement by the Assignee or any of its officers, employees or agents unless in this Agreement forms part of this Agreement, has induced the making of it, or affects the liability of the Assignor or any Covenantor under it.

5.5 Severability

If any Section or part thereof of this Agreement is invalid or unenforceable for any reason, then such Section or part thereof will be severable from this Agreement and will not affect the validity or enforceability of any other part of this Agreement.

5.6 Non-Merger

The giving of this Agreement is by way of additional and collateral security for the payment of the Loan Indebtedness and the performance of the Loan Obligations and not in substitution for or in satisfaction thereof, and the Commitment Letter, the Mortgage or any of the other Loan Documents shall not be merged hereby and in case of an Event of Default that is continuing, proceedings may be taken under this Agreement, the Mortgage, or any of the other Security Documents or any one or more of them at the option of the Assignee.

5.7 Paramountcy

The provisions of any agreement between the Assignor and the Assignee in connection with the Loan Indebtedness, including but not limited to any loan application in respect thereof, the Mortgage and all of the other Loan Documents, shall form part of this Agreement except where inconsistent with the provisions hereof. In the case of any inconsistency between this Agreement and the Mortgage, the provisions of the Mortgage shall prevail.

5.8 Assignability

The Assignor hereby consents to the Assignee assigning, transferring or selling all or any portion of its interest under this Agreement in connection with the assignment, transfer or sale of that portion of its interest in the Loan Indebtedness and the Loan Obligations. Without limiting the foregoing, the Assignee may enter into participation, contending or syndication agreements with other lenders in connection with this Agreement, the Loan Indebtedness and the Loan Obligations. The Assignee may provide information of a financial or other nature to any prospective assignee or transferee or other lenders concerning the Assignor, this Agreement, the Loan Indebtedness and the Loan Obligations.

5.9 Notices

Any notice, demand, approval, consent, information, agreement, offer, payment, request or other communication to be given under or in connection with this Agreement shall be in writing and shall be delivered by personal delivery, prepaid courier service, postage prepaid registered mail or by electronic or digital transmission to the relevant party, addressed:

(a) to the Assignor:

30 Wertheim Court, Building A, Suite 3
Richmond Hill, Ontario
L4B 1B9

Attention: Dino Sciavilla
Email: dino@pacedev.ca
Facsimile: 905-731-5296

with a copy to the Assignor's solicitors at

Devry Smith Frank LLP
95 Barber Greene Road, Suite 100
Toronto, Ontario
M3C 3E9

Attention: Louis Gasbarre
Email: louis.gasbarre@devrylaw.ca
Facsimile: 416-446-3318

(b) to the Assignee:

Scotia Plaza
40 King Street West, Suite 3700
Toronto, Ontario
M5H 3Y2

Attention: Scott Coates
Email: SCoates@kingsettcapital.com
Facsimile: 416-687-6701

and such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a business day or if delivery or transmission is made on a business day after 5:00 p.m. at the place of receipt, then on the next following business day) or, if mailed, on the third (3rd) business day following the date of mailing; provided, however, that if at the time of mailing or within three (3) business days thereafter there is or occurs a labour dispute or other event which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of recorded electronic communication as aforesaid. Each party may change its address for notice by providing notice of same in accordance with the foregoing.

5.10 Expenses, Fees and Indemnity

The Assignor will pay to the Assignee all reasonable costs, charges and expenses, including all administrative fees, legal fees and professional fees, incurred by the Assignee in connection with the collection of any amount payable under this Agreement by the Assignor to the Assignee. The Assignor shall indemnify the Assignee against all claims, loss or damages arising out of or in connection with any breach or default by the Assignor under this Agreement.

5.11 Applicable Law

This Agreement and the rights and obligations of the Assignor and the Assignee under it are governed by and construed according to the laws of the jurisdiction in which the Property is situate and the laws of Canada applicable therein.

5.12 Time of the Essence

Time is of the essence of this Agreement.

5.13 Execution by the Assignee

This Agreement need not be executed by the Assignee to be binding on and to enure to the benefit of the Assignee.

5.14 Counterparts

This Agreement may be executed or executed electronically and delivered in any number of counterparts, each of which when so executed or executed electronically and delivered shall be an original, but all of which taken together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Transmission of executed or electronically executed copies of this Agreement whether or not in counterpart, by facsimile or other electronic transmission, shall be deemed to have the same effect as delivery of an original executed copy to the party receiving the transmission.

5.15 Further Assurances

The Assignor will promptly do all further acts and execute and deliver such further documents the Assignee considers reasonably necessary or advisable to carry out the terms or intent of this Agreement.

5.16 Successors and Assigns

This Agreement is binding on and enures to the benefit of the Assignee and the Assignor and their respective executors, administrators, successors and permitted assigns and to any Person to whom the Assignee may grant any participation in this Agreement, the Loan Indebtedness or the Loan Obligations or any power, remedy or right of the Assignee under this Agreement or any of the Assignee's interest herein or in the Loan Indebtedness and the Loan Obligations.

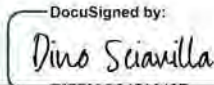
5.17 Multiple Parties

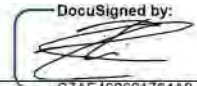
If the Assignor consists of more than one party, this Agreement will be read with all necessary grammatical changes and each reference to the Assignor includes each and every such Person individually. All covenants and agreements herein of the Assignor are the joint and several covenants and agreements of each such Person. If the Assignee consists of more than one party, this Agreement will be read with all necessary grammatical changes and each such party or any one or more of them is entitled to enforce each right and remedy of the Assignee under this Agreement.

-- signatures follow on next page --

IN WITNESS WHEREOF the Assignor has executed this Agreement as of the date and year first written above.

MAPLEVIEW DEVELOPMENTS LTD.

Per:  DocuSigned by:
E27703CC45A348E
Name: Dino Scivilla
Title: President

Per:  DocuSigned by:
C7AE489691764AA
Name: Gregory Zehn
Title:

I/We have authority to bind the Corporation

ACKNOWLEDGEMENT OF COUNTERPARTY

The undersigned hereby acknowledges that the Assignor's interest in and to the Assigned Agreement has been assigned to the Assignee pursuant to this Assignment and the undersigned agrees that, notwithstanding language to the contrary in the Assigned Agreement, upon the occurrence of and during the continuance of an Event of Default (as defined in the Mortgage), the Assigned Agreement may be terminated upon receipt by the Counterparty of an Enforcement Notice in accordance with Section 4.3(b) delivered by the Assignee to the Counterparty, without cost, penalty, payment, obligation or liability to the Assignee and such termination shall be effective as and from the Effective Date.

Dated this ___ day of _____, 2022.

PACE GROUP INVESTMENTS INC.

DocuSigned by:

E27703CC45A848E

Per: _____
Name: Dino Sciavilla
Title: Secretary

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

SCHEDULE "A"
ASSIGNED AGREEMENT

Please see attached.

DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT

THIS AGREEMENT made as of the 23rd day of August, 2017.

BETWEEN:

MAPLEVIEW DEVELOPMENTS LTD.

a corporation formed and existing under the laws of the
Province of Ontario,

(hereinafter called the “**Operator**”)

OF THE FIRST PART

- and -

PACE GROUP INVESTMENTS INC.

a corporation formed and existing under the laws of the
Province of Ontario,

(hereinafter called the “**Manager**”)

OF THE SECOND PART

WHEREAS the Operator is the registered owner of the Property;

AND WHEREAS the Operator wishes to, among other things, develop the Property and construct thereon the Project;

AND WHEREAS the Operator wishes to retain the services of the Manager to manage all aspects of the development, construction and marketing of the Project explicitly excluding, however, all marketing activities performed by the sales manager as the Co-Tenants may determine from time to time;

NOW THEREFORE this Agreement witnesseth that in consideration of the management fees to be paid by the Operator to the Manager, and in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree with each other as follows:

ARTICLE I - INTERPRETATION

1.01 Definitions.

All capitalized terms used herein shall have the following meanings:

- (a) “**Act**” has the meaning ascribed thereto in Section 2.04(v);
- (b) “**Advance**” and “**Advances**” have the respective meanings ascribed thereto in Section 6.01(a);
- (c) “**Agreement**” and similar expressions mean or refer to this Agreement, including the Schedules to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions “**Article**”, “**Section**”, and “**Subsection**” followed by a reference (numeric or otherwise) mean and refer to the specified article, section or subsection of this Agreement;
- (d) “**Agreement of Purchase and Sale**” means the agreement of purchase and sale, in the standard form Approved in accordance with the provisions of the Co-Tenancy Agreement, pursuant to which Units are sold to purchasers thereof;
- (e) “**Approval**” and “**Approved**” shall have the meanings ascribed thereto in the Co-Tenancy Agreement;
- (f) “**Claims**” has the meaning ascribed thereto in Section 3.01;
- (g) “**Co-Tenancy Agreement**” means the agreement among the Operator, 2552741 Ontario Inc. and Pace Mapleview Ltd. (collectively, the “**Co-Tenants**”) dated as of the date hereof in respect of the Property;
- (h) “**Concept Plans and Specifications**” means the initial designs, plan and specifications for the Project that are commonly referred to as the “**schematic**”, “**design development**” and “**construction drawing**”;
- (i) “**Consultants**” has the meaning ascribed thereto in Section 2.04(h);
- (j) “**Construction**” means the construction and marketing of the Units with respect to the Project;
- (k) “**Construction Costs**” means the Construction Hard Costs and the Construction Soft Costs for the Construction of the Project;
- (l) “**Construction Financing**” means first mortgage financing from a financial institution and mezzanine financing for the purpose of obtaining funds for the Development and the Construction of the Project, the terms and conditions of which shall be as Approved in accordance with the provisions of the Co-Tenancy Agreement in the Development and Construction Plan;
- (m) “**Construction Hard Costs**” means:

- i. in each case where one or more stipulated sum contract is used with one or more trades, sub trades, suppliers or general contractors with respect to the Development and Construction of the Project, on-site staff and site office facilities and equipment, and including the final cost of all change orders; change directives incurred in accordance with the Current Budget; and
- ii. in each case where a stipulated sum contract is not used, the cost to the Co-Operators of all materials acquired and all on-site labour utilized in connection with the Construction of the Project (to the extent not provided pursuant to a stipulated sum contract) and including the final cost of all change orders, directives and contractor's profits in respect thereof in accordance with the Current Budget,

provided that Construction Hard Costs shall not include land acquisition costs in respect of the Property, consultant costs, bonds, insurance, municipal fees, fees payable to the Manager, fees payable to the sales manager or fees or interest relating to any Construction Financing;

- (n) "**Construction Management Fee**" has the meaning ascribed thereto in Section 6.01(b);
- (o) "**Construction Soft Costs**" means all amounts expended in respect of the Development and the Construction of the Project for taxes, construction insurance, bonding costs, municipal fees, legal fees, promotion of the Project, interest, financing costs and fees, leasing, pre-operating costs, Construction Financing, consultants and all other costs related to the Construction of the Project including fees payable to the Manager, fees payable to the sales manager in accordance with the Current Budget, except the Construction Hard Costs;
- (p) "**Current Budget**" means the Project Budget that is in place from time to time in accordance with the terms hereof;
- (q) "**Development**" means all planning matters, including without limiting the generality of the foregoing, rezoning, site plan approval, negotiations with the applicable Governmental Authority, agreements to be entered into with the applicable Governmental Authority or other entity required pursuant to any agreement entered into pursuant to the *Planning Act* (Ontario), any rezoning or Official Plan amendments, the satisfaction of all draft plan conditions, or any agreement entered into pursuant to the *Development Charges Act* (Ontario), payment of development charges and levies, grading and other improvements to the Property and the construction of improvements thereon required by any subdivision or development agreement, including services and utilities described therein, and all

environmental matters required to be performed by the Operator, or to be performed by the vendor pursuant to the Agreement of Purchase and Sale, which performance shall be enforced by the Manager on behalf of the Operator, and all other matters required in order for building permits to be available for the construction of the Units;

- (r) **“Development and Construction Plan”** means the development and construction plan Approved in accordance with the provisions of the Co-Tenancy Agreement which will describe the Project, the number of Units projected to be built, the capital requirements and the proforma net proceeds arising from the development of the Property, and shall include the Initial Budget;
- (s) **“Development Costs”** means the development hard costs and the development soft costs incurred in connection with the Development of the Project;
- (t) **“Development Management Fee”** has the meaning ascribed thereto in Section 6.01(a);
- (u) **“Documentation”** has the meaning ascribed thereto in Section 2.06;
- (v) **“Event of Default”** means, in the case of the Manager:
 - i. The material failure of the Manager to perform its duties and discharge its obligations under this Agreement;
 - ii. the malfeasance or misfeasance of the Manager in the performance of its duties and/or discharge of its obligations under this Agreement;
 - iii. a breach by the Manager of any trust or fiduciary duty created by this Agreement for funds received by it in accordance with section 2.04(n) hereof (including, all cash, cheques and other negotiable instruments and project revenues received by the Manager in connection with the Project or pursuant to this Agreement) or the Manager’s refusal to account for such funds; and/or
 - iv. if the Manager commits an act of fraud, theft, embezzlement, defalcation or other act or omission constituting wilful misconduct or gross negligence of the Manager or those for whom the Manager is in law responsible;
- (w) **“Event of Insolvency”** means the occurrence of any one or more of the following events:

- i. a resolution is passed or an order made for the winding-up, liquidation, revocation or cancellation of incorporation of the Manager, or a petition for a receiving order or application of bankruptcy is filed against the Manager, unless the same is being contested actively and diligently in good faith by appropriate and timely proceedings and is dismissed, vacated or stayed within thirty (30) days of filing;
 - ii. the Manager makes an assignment for the benefit of its creditors;
 - iii. the Manager becomes bankrupt or, as an insolvent debtor, takes the benefit of any act now or hereafter in force for bankrupt or insolvent debtors; or
 - iv. a receiver or any other officer with similar powers is appointed for the Manager or a substantial part of the assets of the Manager;
- (x) “**Fiscal Year**” means the first fiscal period of the Operator shall commence on the date hereof and shall end on the fiscal year-end of the Operator, and thereafter, each fiscal period shall commence on January 1 in each year and shall end on the earlier of December 31 in that year or on the date of dissolution or liquidation of the partnership;
- (y) “**Governmental Authorities**” means the City of Barrie and any and all other relevant local, municipal, Canadian federal or Ontario provincial governmental authorities, boards, tribunals or agencies having jurisdiction over the Project and the Property, and “**Governmental Authority**” means anyone of them;
- (z) “**Improvements**” means the buildings, structures, erections, fixtures, improvements and appurtenances located on, in or under the Property;
- (aa) “**Initial Budget**” means a preliminary development, construction and marketing budget for the Project, and for greater certainty a copy of the Initial Budget is attached hereto as Schedule “A”;
- (bb) “**Marketing Materials**” means all marketing documents, programs, concepts and promotional schemes, including without limitation, electronic scale models, security display and similar advertising and promotional aids, creative or artistic ideas and/or designs intended to be used by the Manager in connection with the marketing of the Project;
- (cc) “**Material Budget Amendment**” means any amendment to the Current Budget such that the Total Development and Construction Costs would vary by more than Two Hundred and Fifty Thousand (\$250,000) Dollars for each variance;

- (dd) **"Notice of Complaint"** has the meaning ascribed thereto in Section 8.03(a);
- (ee) **"Notice of Termination"** has the meaning ascribed thereto in Section 8.03(a);
- (ff) **"Parties"** means the Operator and the Manager and **"Party"** means one of the Operator or the Manager;
- (gg) **"Plans and Specifications"** means the Concept Plans and Specifications as Approved in accordance with the provisions of the Co-Tenancy Agreement, together with all amendments or changes thereto, provided the Approval to all material amendments or changes thereto have been or deemed to have been, obtained in accordance with this Agreement;
- (hh) **"Post Closing Reserve"** means funds held by the Operator for any and all TARIION and/or warranty work and working capital related funds and/or security pledged in support of obligations derived from the execution and fulfilment of the Development and Construction Plan and for winding up of the Project and the Operator;
- (ii) **"Post Security"** means any and all outstanding letters of credit, whether cash secured or not, including any with the applicable municipality named as beneficiary, and which pertain to the completion of the Project;
- (jj) **"Pre-Construction Services"** has the meaning ascribed thereto in Section 6.01(a);
- (kk) **"Project"** means a residential project to be developed, serviced, and constructed on the Property having anticipated two hundred and fifty-four (254) conventional townhouse units, one hundred and ninety-six (196) back to back townhouse units, and four hundred and twenty-three (423) stacked townhouse units to be built out over several phases, as same may be revised from time to time;
- (ll) **"Project Budget"** means the Initial Budget, together with all amendments thereto, provided the Approval of the Material Budget Amendments have been or deemed to have been, obtained in accordance with the provisions of the Co-Tenancy Agreement;
- (mm) **"Property"** means the lands legally described by the Ministry of Government Services in the Land Registry Office No. 51 as firstly, Part S1/2 Lot 16 Concession 12 Innisfil Part 1 on Reference Plan 51R22928 except Part 4 on Reference Plan 51R32586; subject to easement over Parts 1, 2 and 3 on Reference Plan 51R32586 as in SC212816, subject to easement in gross over Part 8 on Reference Plan 51R34165 as in SC510541;

Barrie; PIN 58091-1689 (LT) and secondly, Parcel 16-2 Section 51INN12; Part South ½ of Lot 16 Concession 12 Innisfil Part 1 on Reference Plan 51R22937, subject to easement in gross over Part 6 on Reference Plan 51R34165 as in SC510541; Barrie; PIN 58091-0288 (LT);

- (nn) “**Revenue**” means the gross revenue to be received by the Operator from the sale of Units, sale of part of the Property, and the sale of all other Improvements at the Property;
- (oo) “**TARION**” means Tarion Warranty Corporation (formerly the Ontario New Home Warranty Program), its successors and assigns;
- (pp) “**Term**” has the meaning ascribed thereto in Section 8.01;
- (qq) “**Total Development and Construction Costs**” means the total of the Development Costs and the Construction Costs;
- (rr) “**Unavoidable Delay**” has the meaning ascribed thereto in Section 8.06(a); and
- (ss) “**Unit**” means each residential unit of the Project and “**Units**” has a corresponding meaning.

- 1.02 **Recitals.** The recitals hereinbefore set forth are true in substance and in fact.
- 1.03 **Schedules.** The schedules annexed hereto shall form an integral part of this Agreement.
- 1.04 **Number and Gender.** This Agreement shall be read and construed with all changes in gender and number required by the context.
- 1.05 **Headings.** The headings of this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent of intent of this Agreement or any provisions hereof.

ARTICLE II - MANAGEMENT SERVICES

- 2.01 **Agreement to Manage.** Except as expressly provided herein to the contrary, the Manager hereby agrees to manage all aspects of the Development and Construction of the Project, substantially in accordance with the Plans and Specifications.
- 2.02 **Representations and Covenants.** The Manager represents and warrants to, and covenants with, the Operator that as of the date of this Agreement:
 - (a) it has, and will continue to have for the duration of the Project, all of the requisite skills, facilities, equipment, financial capability, permits and

expertise to carry out the Manager's obligations and duties under this Agreement;

- (b) it is fully qualified and licensed to the extent required by law to manage real estate development and perform all obligations of the Manager hereunder in the City of Barrie and agrees to comply with all such laws now or hereinafter in effect; and
- (c) its personnel are qualified and that it possesses the necessary experience and expertise to enable it to perform the services and duties hereunder.

2.03 **Duty of Care.**

- (a) The Manager shall carry out its duties under this Agreement diligently and expeditiously and with due care. The Manager will carry out its duties in an efficient manner in keeping with the standards of managers of comparable developments in the City of Barrie, Province of Ontario similar to the Project.
- (b) The Manager will not be responsible for matters beyond its reasonable control (including, without limitation, delay in the completion of the Project and increase in the cost to complete the Project) or for matters involving the expenditure of funds, if the requisite funds are not provided to the Manager by the Operator in accordance with the Development and Construction Plan and/or the Project Budget.

2.04 **Services.** Without limiting the generality of Section 2.01, the Manager shall carry out and perform the following duties and responsibilities:

- (a) Plans and Specifications:
 - i. supervise, coordinate and submit for Approval in accordance with the provisions of the Co-Tenancy Agreement the Concept Plans and Specifications for the Project and all material amendments or changes thereto; and
 - ii. supervise, coordinate and submit for final approval by the applicable Governmental Authority of the Plans and Specifications;
- (b) prepare and submit to the Operator the Initial Budget, estimating the cost of completing the Development and Construction of the Project, which Initial Budget, together with any Material Budget Amendment shall be subject to Approval in accordance with the provisions of the Co-Tenancy Agreement;
- (c) use its commercially reasonable efforts to implement and maintain the Project Budget and report to the Operator at such times as the Operator may

reasonably request in writing as to compliance with the Project Budget. Provided that notwithstanding the foregoing, the Current Budget (which for clarity includes the Project Budget and the Initial Budget) shall be updated and presented for Approval in accordance with the provisions of the Co-Tenancy Agreement at least on an annual basis;

- (d) obtain tenders for (and procure on behalf of the Operator) all materials, labour and rental equipment required for the Development and Construction of the Project in accordance with the Project Budget, it being understood and agreed that all contracts shall be entered into directly with, and executed by, the Operator in accordance with the provisions relating to signing authority set out in the Co-Tenancy Agreement;
- (e) implement all decisions, take all actions, and arrange for the performance of all contracts of the Operator, which have been set out in, or contemplated in the Project Budget, it being understood that the Manager shall not be authorized to make any material amendments to any contract without the Operator's prior written authorization;
- (f) negotiate, arrange and administer, at the Operator's cost and in accordance with the Project Budget, the payment of all fees and levies imposed during the development and construction of the Project;
- (g) submit to the Operator all invoices, statements and accounts in connection with the Development and Construction of the Project which have first been Approved in accordance with the provisions of the Co-Tenancy Agreement for payment in the Project Budget;
- (h) deal with all planning, zoning and other municipal issues necessary for development, implementation and construction of the Project, and for purposes thereof, instruct any and all necessary consultants, including, without limitation, planners, contractors, goods and services providers, architects and designers and counsel to the Operator (such groups to be hereinafter collectively referred to as the "Consultants");
- (i) deal with all Governmental Authorities as may be necessary to secure the optimal residential zoning for the Property and to obtain approval of the final conceptual zoning plan for the Project and, as may be otherwise necessary for purposes of the Project, and for purposes thereof, instruct the Consultants;
- (j) coordinate obtaining various municipal approvals, including site plans approvals, building permits, environmental clearances, and other similar permits, clearances and approvals as may be required for the development, implementation and construction of the Project and, for purposes thereof, instruct the Consultants;

- (k) maintain the books and records prudent and/or usual to be maintained by a project manager in like circumstances in accordance with Section 5.01 hereof;
- (l) prepare and deliver in paper and/or electronic format to the Operator within forty-five (45) days after the end of each quarter of the Fiscal Year:
 - i. a cost and financial pro-forma analysis for the Project and a consolidated report showing projected capital costs and costs incurred to date and projected variances to the Current Budget which shall be Approved or rejected in accordance with the provisions of the Co-Tenancy Agreement prior to the next quarterly report;
 - ii. reports on material construction, contractual and legal matters and any other significant developments affecting or relating to the Project or the Property;
 - iii. an updated timetable for the Development, Construction and completion of the Project; and
 - iv. such other reports and information as the Operator may reasonably require;
- (m) upon the date of commencement of Construction of the Project to and including the date of completion of the Project, promptly deliver to the Operator a complete copy of all reports prepared by the project monitor/quantity surveyor (if applicable) relating to the Project;
- (n) the Manager shall be responsible for the management of cash balances held by it from time to time for the Operator in connection with the Project:
 - i. The Manager shall forthwith deposit in a separate account, to be maintained by the Manager subject to positive pay requirements, in the name of the Operator or the Project's name, or as the Operator directs, all cash, cheques and other negotiable instruments received by the Manager in connection with the Project or pursuant to this Agreement. The Manager shall deal with such cash, cheques and negotiable instruments in accordance with sound cash management practices so that the Operator is adequately protected;
 - ii. collect and hold in trust, until disbursed to the Operator, all revenues from the Project, including sales proceeds, rents and other income, for or on account of the Operator, solely for the account of and in trust for the Operator, and deposit same immediately and solely into the Operator's account as contemplated by Subsection 2.04(n)(i)

and without being co-mingled with any other monies which are not related to the Project. With Approval in accordance with the provisions of the Co-Tenancy Agreement, the Manager shall invest monies in Approved investments. The Manager shall provide such control over accounting and financial transactions as is reasonably required to protect the Operator's assets from theft, negligence or fraudulent activity on the part of the Manager or the Manager's employees. Losses arising from such instances are to be borne by the Manager to the extent not covered by insurance;

iii. Project revenues shall be applied and distributed in the following order of priority, and for greater certainty, no distribution shall be made to the Operator pursuant to (B) below unless and until the payment required to be made pursuant to (A) below has been made and satisfied in full, unless the Operator otherwise directs:

A. to the payment of all debts, obligations, liabilities, costs and expenses incurred in connection with or on account of the Project, including, without limitation, the amounts referred to in Section 6.01 and all other amounts that may become payable to the Manager pursuant hereto; and

B. any balance to the Operator;

- (o) coordinate any remediation of any environmental concerns or contaminants associated with the Property and, for purposes thereof, instruct the Consultants;
- (p) coordinate the conducting of all necessary tests and/or studies required to properly carry out the development, construction and marketing of the Project and, for purposes thereof, instruct the Consultants;
- (q) assist the Operator in obtaining financing for the Project in such amounts and on such terms as may be required for the Development and Construction of the Project;
- (r) deal with TARION and all of its requirements;
- (s) schedule, direct and supervise all Consultants with respect to all aspects of the Development and Construction of the Project to ensure the diligent Construction and Development thereof, including all necessary inspections, provided that such inspections shall be subject to the overall inspections undertaken by the architect and consulting engineers from time to time during the course of the Development and Construction of the Project pursuant to their respective contracts, and the Manager shall not be responsible for any defects in the Development or Construction of the

Project which should have been detected during such an inspection by the said architect or the consulting engineers had same been properly undertaken;

- (t) schedule, direct and supervise all Consultants with respect to all aspects of the marketing of the Project, including the creation, production and distribution of the Marketing Materials, which Marketing Materials (together with all material changes thereto) shall be submitted for Approval in accordance with the provisions of the Co-Tenancy Agreement;
- (u) obtain, at the Operator's cost and in accordance with the Project Budget, insurance as is required during the various stages of the development and construction of the Project in such form and in such amounts as is prudent to obtain in respect of a development of the size and scope of the Project, which insurance shall be in the names of the Operator and/or such other parties as the Operator may stipulate;
- (v) use its commercially reasonable efforts to manage and supervise the Project in accordance with the requirements of all applicable laws and regulations, and all binding contracts of the Operator, including, without limitation enrolling each Unit forming part of the Project under the provisions of the *Ontario New Home Warranties Plan Act*, R.S.O 1990, as amended (the "Act");
- (w) manage the rectification of all construction deficiencies and warranty items including those (but not limited to those) covered by the Act and manage the completion of any after sales service required in any applicable contracts of the Operator; and
- (x) pursue all matters reasonably ancillary to the foregoing as may be reasonably required by the Operator.

2.05 Excluded Services and Expenses. The Parties acknowledge and agree that the services and expenses set forth in this Section 2.05 shall be outside the scope of this Agreement and, in particular, that the expenses set forth below in this Section 2.05, to the extent that they are incurred, shall be for the account of the Operator and, under no circumstance, shall be considered to be payable out of, or otherwise covered by, the fees payable to the Manager pursuant to Section 6.01 for services to be rendered by it pursuant to this Agreement:

- (a) expenditures for wages, salaries and benefits of workmen, labourers, handymen, servicemen, engineers, surveyors, architects, superintendents, foremen, time-keepers, expeditors, clerks, watchmen and such other Consultants as may be engaged in the Development, Construction, sale and after sales service of the Project; provided however, the wages or salary, and employee benefits, of any employee, officer or principal of the Manager

shall be solely for the account of the Manager, unless otherwise agreed to in writing by the Operator;

- (b) offering the Units in the Project for sale to purchasers and the provision of any sales persons or staff in connection therewith, including, without limitation, those expenses included under the line item "Sales Commission, in House" in the Initial Budget;
- (c) expenditures for materials or supplies used or required in connection with the Development, Construction, sale and after sales service of the Project, or other materials required by any Consultants, or by the relevant municipality or any other Governmental Authorities or agency having jurisdiction over the Development of the Property, save and except for such materials or supplies required for the normal operations of maintaining the Manager's head office, at 30 Wertheim Court, Building A, Unit 3, Richmond Hill, Ontario L4B 1B9;
- (d) expenditures for the services of architects, landscape architects, interior designers, surveyors, acoustical engineers, structural engineer(s), electrical and mechanical engineer(s), shoring consultants, security and life safety consultants, occupational health and safety consultants, Bulletin 19 consultants, geotechnical engineer(s), environmental engineer(s), hydro-geotechnical consultants, cost consultants, advertising and marketing consultants, real estate brokerages, real estate appraisers, archaeological consultants, lawyers, accountants and all other Consultants to the Project;
- (e) expenditures for the preparation, inspection, delivery, installation and/or removal of all materials, equipment, and supplies reasonably required for the Development, Construction, sale and after sales service of the Project;
- (f) the cost of erecting, maintaining and ultimately dismantling any temporary site trailer(s), site office or sales trailer or other similar structure required by the Manager for the performance of its obligations hereunder;
- (g) the cost of all rental equipment desired or reasonably required for the Construction, sale and after sales service of the Project, whether rented from the Manager or others, in accordance with all applicable rental agreements, together with all applicable insurance premiums with respect thereto, as well as the cost of transporting all such equipment to and from the Property, and repairing or replacing same during their use on the work-site;
- (h) the cost of all building permit fees, or other fees, levies, costs and charges payable to any of the Governmental Authorities in connection to the Project, including the cost of all fees payable to TARION;

- (i) the cost of all financing charges relating to the Project, including the cost of all letters of credit and/or security deposits required by any Governmental Authority in connection with the Project;
- (j) the cost of all advertising, signage and promotion reasonably required for the Development, Construction, sale and after sales service of the Project; and
- (k) any and all sales and marketing services provided by the sales manager in accordance with the Sales and Marketing Agreement.

2.06 No Warranty. Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is expressly understood and agreed that any and all statements, representations, calculations, measurements, dimensions and other relevant information contained in (or referred to in) any engineering, architectural, mechanical or any other types of plans, specifications, drawings and/or documents of any kind whatsoever, including, without limitation, the Plans and Specifications, prepared or provided by any Consultants or other professionals retained in respect of the Project, whether or not prepared under the carriage or supervision of the Manager and/or reviewed by the Manager (collectively, the "**Documentation**") shall at no time be deemed or construed to constitute a warranty or guarantee of the Manager, or be binding on the Manager, or otherwise be considered to be a representation by (or on behalf of) the Manager. Notwithstanding the foregoing, the Manager shall review the Documentation and promptly report to the Operator any error, inconsistency or omission which it may discover. In making such review, the Manager does not assume any responsibility to the Operator for the accuracy of the review. The Manager shall not be liable for damages or costs resulting from such errors, inconsistencies or omissions in the Documentation which it did not discover. If the Manager does discover any error, inconsistency or omission in the Documentation it shall not proceed with any services which may be affected until it has received corrected or missing information as may be required.

ARTICLE III – INDEMNITIES

3.01 Indemnity in Favour of the Manager. The Manager shall not be responsible for any cost, liabilities or damages arising from any errors in, or delays resulting from, any information given, to be given or not given by the Operator or decisions made, to be made or not made by the Operator, and provided that the Manager has complied with the terms hereof, the Operator shall and does hereby agree to indemnify and save the Manager harmless from and against all third party costs, liabilities, claims, demands, lawsuits or damages (collectively, the "**Claims**") suffered or incurred by the Manager arising from any errors in, or delays resulting from the foregoing and shall indemnify and save harmless the Manager from and against all third party

Claims brought against the Manager arising out of or in connection with the Project, with the exception of Claims arising out of the Manager's gross negligence, wilful misconduct or fraud.

- 3.02 Indemnity in Favour of the Operator. The Manager shall and does hereby agree to indemnify and save the Operator harmless from and against all third-party Claims brought against the Operator arising out of or in connection with the Project by reason of any gross negligence, wilful misconduct or fraud of the Manager.

ARTICLE IV - DECISION MAKING

- 4.01 Decision Making. Any Approvals required to be made hereunder shall be in accordance with the provisions of the Co-Tenancy Agreement. In the event that such Approval is not provided within the time period specified therein, the Approval is deemed not to have been given for the purposes of this Agreement.
- 4.02 Override. The Manager shall have the authority to make all decisions relating to the Development, Construction and after sales service of the Project not requiring specific Approval in accordance with the provisions of the Co-Tenancy Agreement, provided such decisions are made in accordance with the Development and Construction Plan, the Plans and Specifications and the Current Budget. The Manager shall require Approval for expenditures that constitute a Material Budget Amendment. In the event the Manager has been unable to obtain Approval as required hereunder and in accordance with the provisions of the Co-Tenancy Agreement after reasonable efforts and the Manager, in the opinion of the Manager and the Operator, each acting reasonably, has determined that a situation of urgency exists, the Manager shall have the authority to make a decision and take all necessary action with respect to the Project which, in absence of the such urgency, would require Approval.

ARTICLE V-BOOKS AND RECORDS

- 5.01 Maintenance or Books and Records. To facilitate the payment by the Operator of all accounts and expenses incurred in connection with the Project, the Manager shall keep separate records and vouchers pertaining to the Project and shall open a separate bank account in the name of the Operator at a bank designated by the Operator, which account shall record exclusively the payment of all accounts incurred in connection with the Project. The Operator shall nominate and appoint from time to time the person or persons authorized to sign all necessary banking documents, including cheques, on such account. The Operator, or its representatives, shall have access at all reasonable times to all books and records pertaining to the Project which are in the possession or control of the Manager.

ARTICLE VI - MANAGEMENT FEES

6.01 Fees. The Operator hereby covenants and agrees to pay to the Manager fees for its services in the amounts and in the manner as hereinafter set forth in consideration for providing the services contemplated in Section 2.04 and subject to Section 8.03(a) hereof:

(a) Development and Pre-Construction Phase

During the period commencing the date hereof, up to and including the date the Construction of the Project commences (hereinafter referred to in this Section 6.01 as the "**Pre-Construction Period**"), the Manager shall provide certain of the services specified in Section 2.04, including, but not limited to, the following services (collectively, the "**Pre-Construction Services**");

- (i) Implementing and managing the Development of the Project.
- (ii) Preparing a hard cost budget based on the preliminary plans and later, prior to Construction start, a final budget.
- (iii) Providing value engineering input on final building design, including mechanical and electrical systems.
- (iv) Reviewing marketing and legal documents for consistency with drawings and the Development and Construction Plan.
- (v) Assisting in coordinating the working drawings to ensure they are suitable for both building permit and Construction.
- (vi) Arranging for the construction of the sales centre and/or the coordination and display of the Project.
- (vii) Assisting in preparing the Agreement of Purchase and Sale and associated purchaser disclosure documents.

In consideration for agreeing to provide the Pre-Construction Services, for the duration of the Pre-Construction Period, the Operator shall pay to the Manager an advance of Sixty Thousand (\$60,000) Dollars per calendar month plus any applicable harmonized sales tax (the "**Development Management Fee**"). Such advances are referred to hereinafter, individually, as an "**Advance**" and, collectively, as the "**Advances**". The first Advance shall be due and payable, and paid, on the date hereof and shall be prorated to reflect the number of calendar days remaining in the then current month. Subsequent Advances shall be due and payable, and paid, on the first day of each month during the Pre-Construction Periods. The Advances are advances on the account of the Development

Management Fee payable by the Operator in the amount of three (3%) percent of the Development Costs, which notwithstanding the definitions contained in Section 1.01(q) and (s) shall exclude development charges and levies in the calculation of the Development Management Fee, and accordingly, the aggregate amount of the Advances (not previously set off) shall be set off against the amount of the Development Management Fee due and owing from time to time pursuant to Section 6.01(a). Under no circumstances shall any of the Advances be refunded to the Operator save and except for such Advances that exceed the Development Management Fee.

(b) Construction Phase

During the Term and in consideration for agreeing to provide the Construction Services, for the duration of Construction, the Operator shall pay to the Manager an advance of One-Hundred and Fifty-Five Thousand (\$155,000) Dollars per calendar month plus any applicable harmonized sales tax (the "**Construction Management Fee**"). Advances shall be due and payable on the first day of each month during Construction. The Advances are advances on the account of the Construction Management Fee payable by the Operator in the amount of three (3%) percent of the Revenues of the Project (net of H.S.T.) and accordingly, the aggregate amount of the Advances (not previously set off) shall be set off against the amount of the Construction Management Fee due and owing from time to time pursuant to Section 6.01(b). Under no circumstances shall any of the Advances be refunded to the Operator save and except for such Advances that exceed the Construction Management Fee.

6.02 Ancillary Services and Facilities. The following services and facilities shall be performed by the Manager, ancillary to the provision of the services contemplated in Section 2.04 hereof in respect of the Project, in consideration of the fees set out in Section 6.01 hereof:

- (a) bookkeeping;
- (b) accounting and computer services;
- (c) clerical services;
- (d) telephone and telephone answering services;
- (e) secretarial services;
- (f) head office supplies;
- (g) payroll services;

- (h) the preparation and submission to the Operator of such monthly reports in respect of the Project as are reasonably requested by the Operator in writing; and
- (i) estimating services, other than those estimating services that will be provided by Consultants (such as independent quantity surveyors) and which are provided for in the Project Budget.

All of such ancillary services and facilities shall be supplied as and when required and may be supplied or furnished by one or more third parties retained by the Manager. Irrespective of whether any of the ancillary services listed in this Section 6.02 are supplied directly by the Manager or by any third parties as aforesaid, they shall be provided at no cost or expense to the Operator and the remuneration provided pursuant to Section 6.01 hereof shall constitute the Manager's full compensation for same.

ARTICLE VII – DISPUTE RESOLUTION

7.01 Dispute Resolution. In the event any dispute shall occur or any question shall arise among the Parties which touches upon the validity, construction, meaning, performance or effect of this Agreement or the rights and liabilities of the Parties, or with respect to any matter arising out of or connected with this Agreement, then the determination of such dispute shall be resolved in accordance with the provisions of Section 8.5 of the Co-Tenancy Agreement, *mutatis mutandis*.

ARTICLE VIII - TERM AND TERMINATION

8.01 Term. This Agreement is effective from and after the date hereof and shall continue in full force and effect until the earlier of the date on which first occurs any of the following events (such period, during which the Agreement is effective, the "Term"):

- (a) the unanimous agreement in writing of the Parties to terminate the Agreement;
- (b) the Property has been sold;
- (c) all of the Units and intended Improvements have been built on the Property in accordance with the Development and Construction Plan and sold, and all Post Closing Reserves and Post Security have been returned or released (subject to no outstanding construction obligations); or
- (d) the Manager has been terminated pursuant to Section 8.03.

- 8.02 Survival. The following provisions shall survive the termination of this Agreement: Sections 3.01, 3.02, 7.01, 7.02, 8.04, 8.05 and 9.01.
- 8.03 Termination of the Manager.
- (a) Default by the Manager: if an Event of Default occurs, the Operator may give notice (a “**Notice of Complaint**”) to the Manager specifying in reasonable detail the Event of Default and if, within forty-five (45) days of receipt of any Notice of Complaint, the Manager fails to cure the Event of Default, or if more than 45 days are required to cure the Event of Default, the Manager fails to commence and continue diligently to cure or give reasonable assurances to the Operator that such Event of Default will be cured within a reasonable period of time that is agreed to by the Manager and the Operator, the Operator shall have the right to terminate the appointment of the Manager as project manager of the Project by notice to the Manager stating that its appointment as project manager is terminated and the reason for termination (a “**Notice of Termination**”). Such termination shall be effective as of the date on which the Notice of Termination is received by the Manager. Upon issuance of a Notice of Complaint, payment to the Manager of the Development Management Fee and/or the Construction Management Fee shall be deferred until such time as the Manager has cured the Event of Default, and/or Notice of Termination, payment to the Manager of the Development Management Fee and/or the Constuction Management Fee shall no longer be payable as of the date the Notice of Termination was issued; or
 - (b) Event of Insolvency: if at any time an Event of Insolvency occurs, the Operator may terminate this Agreement by giving the Manager a Notice of Termination.
- 8.04 Duties Upon Termination. Upon termination of this Agreement, the Manager shall perform the following:
- (a) forthwith deliver to the Operator or its respective designee, all books and records, including all personal property belonging to the Operator with respect to the Project;
 - (b) transfer and assign to the Operator or its respective designees all contracts relating to the Project;
 - (c) remove all its signs placed at the Project’s site;
 - (d) consult with and advise the Operator or its respective designee, for a period of sixty (60) days immediately following the date of termination, regarding the Project; and

- (e) render to the Operator an accounting of all funds of the Operator which may, notwithstanding the terms of this Agreement, have come into its possession and will deliver to the Operator a statement of any amounts claimed to be due to the Manager, and cause all funds of the Operator held by the Manager as foresaid to be paid to the Operator or its designee. If the Operator concurs with the Manager's statement of amounts due, the Operator will promptly pay to the Manager the amounts stated therein within fifteen (15) days following the Operator's receipt of the statement. If the Operator does not concur with the statement of amounts due, the Operator shall promptly pay the amount not in dispute and the Manager's acceptance of such sum shall not be construed as accord and satisfaction and the Manager will reserve any right it may have to the balance claimed due.

8.05 Amounts Payable Upon Termination. Upon the termination of this Agreement by the Operator as provided herein, the Manager shall not be entitled to any remuneration other than any amounts payable to the Manager under Section 6.01 during the period up to and including the end of the month during which the termination occurs as well as reimbursement of its costs and expenses relating to the Project for which the Operator is responsible pursuant to this Agreement, and the obligation for the payment thereof shall expressly survive any such termination of this Agreement.

8.06 Unavoidable Delay

- (a) For the purposes hereof, "**Unavoidable Delay**" means any prevention, delay, stoppage or interruption in the performance of any obligation of a Party due to a strike, lockout, slow down, labour dispute, act of God, inability to obtain or supply any service, equipment, utility, labour or materials, laws, statutes, ordinances, rules, regulations or orders of Governmental Authorities, enemy or hostile action, civil commotion, war or other casualty, or any condition or cause beyond the reasonable control of the Party obligated to perform, but shall not include any inability by the Party to perform because of lack of its own funds where such funds are required to permit it to perform the obligation in question.
- (b) Whenever in this Agreement it is provided that anything is to be done or performed and the doing or performance thereof is impossible or delayed due to Unavoidable Delay, neither the Operator nor the Manager shall be regarded as being in default in the performance of any obligation hereunder during the period of any Unavoidable Delay relating thereto and each of them shall notify the other in writing of any Unavoidable Delay affecting the performance of any of its obligations hereunder and shall use all commercially reasonable efforts to minimize the effect of the same and if reasonably practical, to remedy or bring about the end of such Unavoidable Delay.

- (c) Notwithstanding any other provision herein, the Operator's obligation to pay any Advances pursuant to Section 6.01(a) and/or 6.01(b) shall be suspended (and no Advances shall accrue) in respect of any period during which an Unavoidable Delay has occurred and is continuing.

ARTICLE IX - GENERAL

- 9.01 Rebates. All refunds, rebates and trade discounts which may be obtained by the Manager shall be received for the benefit of the Operator. All realization from the sale of surplus materials, supplies and equipment will belong to the Operator, and the Manager will take all steps reasonably necessary to obtain refunds, rebates and realization from the sale of said surpluses.
- 9.02 Notice. Any notice, request or other communication to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery or sent by telecopier or e-mail to its address, facsimile number or e-mail address, as applicable, set forth below:

If to the Manager:

Pace Group Investments Inc.
30 Wertheim Court,
Building A, Unit 3,
Richmond Hill, Ontario
L4B 1B9
Attention: Mr. Dino Sciavilla
Telephone: (905) 731-5069 ext. 30
Facsimile: (905) 731-5269
E-mail: Dino@PaceDev.ca

If to the Operator:

Mapleview Developments Ltd.
30 Wertheim Court,
Building A, Unit 3,
Richmond Hill, Ontario
L4B 1B9
Attention: Mr. Dino Sciavilla
Telephone: (905) 731-5069 ext. 30
Facsimile: (905) 731-5269
E-mail: Dino@PaceDev.ca

- and -

2552741 Ontario Inc.
465 Phillip Street
Suite 206

Waterloo, Ontario
Attention: Greg Zehr
Telephone No.: (519) 342-1000, Ext. 222
Fax No: (519) 342-0851
Email: gzehr@marshallzehr.com

with a copy to

Chaitons LLP
5000 Yonge Street
10th Floor
Toronto, Ontario
M2N 7E9
Attention: Robert A. Miller
Telephone: (416) 218-1134
Facsimile: (416) 218-1834
Email: robert@chaitons.com

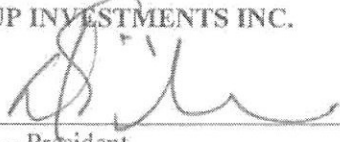
Any notice is deemed to have been given on the day that same is delivered to the intended Party at the respective addresses noted above. Any Party may from time to time by written notice to the other Party change the address to which its notices are to be delivered.

- 9.03 Assignment. This Agreement shall not be assigned or transferred by the Manager, in whole or in part, without prior Approval in accordance with the provisions of the Co-Tenancy Agreement, which Approval may be arbitrarily withheld.
- 9.04 Entire Agreement This Agreement constitutes the entire agreement between the Parties, and there are no verbal statements, representations, warranties, undertakings or agreements between the Parties that would alter or qualify this Agreement, and this Agreement may not be amended or modified in any respect except by a written document signed by the Parties.
- 9.05 Successors and Assigns. This Agreement shall endure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.
- 9.06 Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the Province of Ontario.
- 9.07 Severability. Every provision of this Agreement is intended to be several. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 9.08 Time of Essence. Time shall be of essence of this Agreement.

- 9.09 Waivers. No failure or delay on the part of any Party hereto in exercising any remedy, right, or power hereunder or otherwise shall operate as a waiver thereof, except as to a waiver which is specifically given in writing by such Party, and no single or partial exercise of any right, power, or privilege hereunder or thereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 9.10 Counterparts. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the date written at the beginning of this Agreement. For the purpose of this Section 9.10, the delivery of a facsimile or electronic copy of an executed counterpart of this Agreement shall be deemed to be valid execution and delivery of this Agreement.

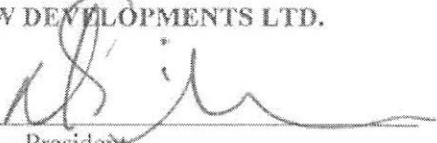
IN WITNESS WHEREOF the parties herein have executed this Agreement.

PACE GROUP INVESTMENTS INC.

by: 
Dino Sciavilla – President

I have authority to bind the corporation.

MAPLEVIEW DEVELOPMENTS LTD.

by: 
Dino Sciavilla – President

by: 
Name:
Title:

We have authority to bind the corporation.

Schedule "A"
Initial Budget

790 & 775 MAPLEVIEW DRIVE EAST
 PHASE I - 18 STACKED TOWNHOMES & 48 FREEHOLD TOWNHOMES - BARRIE, ONTARIO

LAND ACQUISITIONS & SITE SERVICING - CAPITAL COST AND COST TO DATE SUMMARY
 ORDER OF MAGNITUDE PROFIT/LOSS - AUGUST 2017

PHASE I (FREEHOLD PRODUCTS)		Servicing & Costs		Construction		Total		Servicing Costs		Construction Costs	
		Budget	2017 Actual	Budget	2017 Actual	Budget	2017 Actual	Per Lot	Per S.F.	Per Unit	Per S.F.
		(\$K)	(\$K)	(\$K)	(\$K)	(\$K)	(\$K)	(\$/Lot)	(\$/S.F.)	(\$/Unit)	(\$/S.F.)
TOTAL LAND COSTS (1)		\$ 12,742,123	\$ -	\$ -	\$ 12,742,123	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL SERVICING COSTS (2)		\$ 22,481,703	\$ -	\$ -	\$ 22,481,703	\$ -	\$ -	\$ 14,350	\$ 6.26	\$ -	\$ -
TOTAL HARD COSTS (CONSTRUCTION) (3)		\$ -	\$ -	\$ 13,844,069	\$ 11,884,000	\$ -	\$ -	\$ -	\$ -	\$ 152,246	\$ 151.14
TOTAL DEVELOPMENT (4)		\$ 1,572,576	\$ -	\$ 1,572,576	\$ 1,572,576	\$ -	\$ -	\$ 1,004	\$ 0.70	\$ 79,890	\$ 78.20
TOTAL TOTAL COSTS (5)		\$ 14,886,402	\$ -	\$ 15,416,645	\$ 14,326,629	\$ -	\$ -	\$ 12,354	\$ 5.26	\$ 231,136	\$ 226.40
TOTAL REVENUE (6)		\$ 18,844,458	\$ 18,844,458	\$ 18,844,458	\$ 18,844,458	\$ -	\$ -	\$ 12,354	\$ 5.26	\$ 231,136	\$ 226.40
TOTAL PROFIT/LOSS (7)		\$ 3,958,056	\$ 18,844,458	\$ 3,427,813	\$ 4,517,829	\$ -	\$ -	\$ 12,354	\$ 5.26	\$ 231,136	\$ 226.40
TOTAL PROJECTED COSTS (A-B)		\$ -	\$ -	\$ 15,416,645	\$ 14,326,629	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PHASE I (FREEHOLD PRODUCTS)		Servicing & Costs		Construction		Total		Servicing Costs		Construction Costs	
		Budget	2017 Actual	Budget	2017 Actual	Budget	2017 Actual	Per Lot	Per S.F.	Per Unit	Per S.F.
		(\$K)	(\$K)	(\$K)	(\$K)	(\$K)	(\$K)	(\$/Lot)	(\$/S.F.)	(\$/Unit)	(\$/S.F.)
TOWNHOUSE COSTS (1)		\$ 1,062,000	\$ 1,062,000	\$ 1,062,000	\$ 1,062,000	\$ -	\$ -	\$ 18,462	\$ 8.11	\$ 164,918	\$ 162.81
CONDO APARTMENTS (2)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
STACKED TOWNHOUSE (3)		\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ 10,000	\$ 4.74	\$ 100,000	\$ 97.26
PARK HOUSE (4)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SINGLE OFFICE (5)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MIXED USE (6)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROJECTED REVENUE (A)		\$ 3,062,000	\$ 3,062,000	\$ 3,062,000	\$ 3,062,000	\$ -	\$ -	\$ 28,462	\$ 12.85	\$ 264,918	\$ 259.97

PROJECT SURPLUS (SHORTFALL) (B-A)		Servicing & Costs		Construction		Total		Servicing Costs		Construction Costs	
		Budget	2017 Actual	Budget	2017 Actual	Budget	2017 Actual	Per Lot	Per S.F.	Per Unit	Per S.F.
		(\$K)	(\$K)	(\$K)	(\$K)	(\$K)	(\$K)	(\$/Lot)	(\$/S.F.)	(\$/Unit)	(\$/S.F.)
TOTAL PROJECT SURPLUS (SHORTFALL) (B-A)		\$ 11,886,056	\$ 18,844,458	\$ 3,427,813	\$ 4,517,829	\$ -	\$ -	\$ 12,354	\$ 5.26	\$ 231,136	\$ 226.40

GENERAL NOTES:

- 1.) The Revenue figures are based on the numbers provided by Plan.
- 2.) The Project Surplus / Shortfall is based on the Revenue as shown in the Project Summary noted on the attached screens.
- 3.) The Land Purchase Price is based on \$13,111,250 and CONSID IN November 2016.
- 4.) It will be financed with a YTB Mortgage of \$17,749,833.
- 5.) Servicing Loan will be in place by May 2018.
- 6.) No Land premiums have been included.
- 7.) Servicing makes no reference in the May 2018.
- 8.) Land Servicing fees of \$5,750,000 to be paid and each equity of 50/50 interest on Equity has been allowed.
- 9.) Management Fees of \$66,000 per month have been included for Servicing (12 Months @ \$66,000 = \$1,920,000). The total Development Management Fee will be based on 3.0% of the Land / Servicing Costs.
- 10.) Management Fees of \$155,000 a month for construction (10 Months @ \$155,000 = \$1,550,000). The total Construction Management Fee will be based on 3.8% of the Net Revenue.
- 11.) The Marshall Zehr Arrangement Fee (Construction) is based on 1.0% p.a. of the Loan amount payable at a rate of \$30,000 starting in August 2017. The budget includes an allowance of \$1,500,000 in the Land / Servicing Costs.
- 12.) The Marshall Zehr Arrangement Fee (Construction) is based on 1.0% p.a. of the Loan amount payable at a rate of \$58,000 a month starting in June 2014. The budget includes an allowance of \$500,000 in the Construction Costs.
- 13.) Interest on the servicing loan is based on Prime Plus 2.0%.
- 14.) Interest on Development Equity has NOT been allowed.
- 15.) The Engineering figures are very preliminary and based on industry Rate of Fixed figures.
- 16.) The Borrower will need to make Pre-closed Deposits in the Servicing Budget, we have used \$40,000 per unit.
- 17.) Builder will be associated with the Developer and no Builder Deposits are applicable.
- 18.) Construction costs of \$110 per square foot for Townhouses have been included.
- 19.) Average 100 Point in 1000 feet.
- 20.) Commission of 1.5% has been included on all units and an additional 7.0% for General Brokers on 70% of Units.
- 21.) Construction of the units will be over a 36 month period.
- 22.) Construction will be financed with a traditional "servicing loan". The estimated Construction Loan is \$15,000,000 at 5.0% rate.
- 23.) We have assumed that the Partial Land Deductible Expenses will be funded under the Servicing Loan.
- 24.) Development Charges to be funded under the Construction Loan.
- 25.) The projected Source of Funds is based on the Parameters requested by Marshall Zehr.
- 26.) A Guarantee fee of \$11,000 has been included in the servicing budget only. The Guarantee Fee will be paid before profit distribution based on 1.0% of the Loan Amount, less amounts already funded in the budget.
- 27.) The Development Management Fees will be paid before profit distribution based on 3.0% of the Land / Servicing Costs, less amounts already funded in the budget.
- 28.) The Construction Management Fees will be paid before profit distribution based on 3.8% of the Net Revenue Amount, less amounts already funded in the budget.
- 29.) The Marshall Zehr Fee for both Servicing and Construction Loans will be paid before profit distribution based on 1.0% p.a. of the Loan Amount, Plus a 0.5% referral fee, less amounts already funded in the budget.

700 & 725 MAPLEVIEW DRIVE EAST
 PHASE I - 108 STACKED TOWNHOMES & 48 FREEHOLD TOWNHOMES - BARRIE, ONTARIO

MARGIN CALCULATION
 ORDER OF MAGNITUDE PROFORMA - AUGUST 2017

SOURCE OF FUNDS				PRIMARY MARGIN CALCULATION				SECONDARY MARGIN CALCULATION			
	TRC	TRM									
Loan Facility No. 1 - Tranche A	\$ 10,155,235	\$ (10,155,235)	0%	Cost to Date	\$ 36,779,335		Loan Facility Advance	\$ 36,779,335		Loan Facility Advance	\$ 36,779,335
Loan Facility No. 1 - Tranche D	\$ 9,912,000	\$ (9,912,000)	0%	Add: Holdback Retained	\$ -		Add: Holdback Retained	\$ -		Add: Holdback Retained	\$ -
Loan Facility No. 2 - VTB	\$ 17,505,683	\$ -	23%	Less: Holdback Retained	\$ -		Less: Holdback Retained	\$ -		Less: Holdback Retained	\$ -
Loan Facility No. 3 - Servicing	\$ -	\$ 17,750,000	74%	Less: VTB Advance	\$ (17,505,683)		Less: Cost to Complete	\$ (41,020,665)		Less: Cost to Complete	\$ (41,020,665)
Borrower's Land Equity	\$ -	\$ -	0%	Less: Tranche E	\$ (2,012,050)		Add: Equity	\$ -		Add: Equity	\$ -
Borrower's Cash Equity	\$ 60,059	\$ -	0%	Less: Tranche F	\$ (10,152,334)		Add: Deposits to be Received (Holds)	\$ 720,000		Add: Deposits to be Received (Holds)	\$ 720,000
Borrower's Additional Cash Equity	\$ -	\$ -	0%	Less: Borrower's Cash Equity	\$ (60,059)		Add: Deposits to be Received (CCDI)	\$ (620,000)		Add: Deposits to be Received (CCDI)	\$ (620,000)
Purchaser Deposits (Holds) Received	\$ -	\$ -	0%	Less: Borrower's Add. Equity	\$ -		Add: Deferred Costs	\$ 225,238		Add: Deferred Costs	\$ 225,238
Purchaser Deposits (Holds) to be Received	\$ -	\$ 720,000	1%	Less: Purchaser Deposits (Holds)	\$ -		Add: Deferred Costs	\$ -		Add: Deferred Costs	\$ -
Purchaser Deposits (CCDI) Received	\$ -	\$ -	0%	Less: Purchaser Deposits (CCDI)	\$ -		Add: Deferred Costs	\$ 195,000		Add: Deferred Costs	\$ 195,000
Purchaser Deposits (CCDI) to be Received	\$ -	\$ 3,080,000	1%								
Deferred Costs - Servicing Costs	\$ -	\$ 225,238	0%								
Deferred Costs - Guarantees Fee (Holds)	\$ -	\$ -	0%								
Deferred Costs - Management Fee (Holds)	\$ -	\$ -	0%								
Deferred Costs - Legal on Closing	\$ -	\$ 195,000	0%								
Deferred Costs - Sales Commission	\$ -	\$ -	0%								
TOTAL SOURCE OF FUNDS	\$ 37,600,000	\$ 40,880,000		LOAN CEILING	\$ (220,665)		LOAN CEILING	\$ (220,665)		LOAN CEILING	\$ (220,665)
PROJECT BUDGET	\$ 37,600,000	\$ 40,880,000		Less: Outstanding Loan	\$ -		Less: Outstanding Loan	\$ -		Less: Outstanding Loan	\$ -
FUNDING (SHORTFALL) / SURPLUS	\$ 0	\$ 0		Less: Interest	\$ -		Less: Interest	\$ -		Less: Interest	\$ -
				CURRENT ADVANCE	\$ (220,665)		CURRENT ADVANCE	\$ (220,665)		CURRENT ADVANCE	\$ (220,665)

FINANCE PROGRAM	SOURCE OF FUNDS	TOTAL ADVANCES	PREVIOUS ADVANCES	CURRENT ADVANCE	FUNDS TO COMPLETE
Loan Facility No. 1 - Tranche A	\$ -	\$ (220,665)	\$ -	\$ (220,665)	\$ 220,665
Loan Facility No. 1 - Tranche B	\$ 19,170,238	\$ 19,170,238	\$ -	\$ 19,170,238	\$ -
Loan Facility No. 2 - VTB	\$ 17,505,683	\$ 17,505,683	\$ -	\$ 17,505,683	\$ -
Loan Facility No. 3 - Servicing	\$ 38,579,742	\$ -	\$ -	\$ -	\$ 38,579,742
Borrower's Land Equity	\$ -	\$ -	\$ -	\$ -	\$ -
Borrower's Cash Equity	\$ 60,059	\$ 60,059	\$ -	\$ 60,059	\$ -
Borrower's Additional Cash Equity	\$ -	\$ -	\$ -	\$ -	\$ -
Purchaser Deposits (Holds) Received	\$ -	\$ -	\$ -	\$ -	\$ -
Purchaser Deposits (Holds) to be Received	\$ 720,000	\$ -	\$ -	\$ -	\$ 720,000
Purchaser Deposits (CCDI) Received	\$ -	\$ -	\$ -	\$ -	\$ -
Purchaser Deposits (CCDI) to be Received	\$ 3,080,000	\$ -	\$ -	\$ -	\$ 3,080,000
Deferred Costs - Servicing Costs	\$ 225,238	\$ -	\$ -	\$ -	\$ 225,238
Deferred Costs - Guarantees Fee (Holds)	\$ -	\$ -	\$ -	\$ -	\$ -
Deferred Costs - Management Fee (Holds)	\$ -	\$ -	\$ -	\$ -	\$ -
Deferred Costs - Legal on Closing	\$ 195,000	\$ -	\$ -	\$ -	\$ 195,000
Deferred Costs - Sales Commission	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 77,600,000	\$ 36,779,335	\$ -	\$ 36,779,335	\$ 41,020,665
Current P1	\$ 77,600,000	\$ 36,779,335	\$ -	\$ 36,779,335	\$ 41,020,665

700 & 725 MAPLEVIEW DRIVE EAST
 PHASE I - 108 STACKED TOWNHOMES & 48 FREEHOLD TOWNHOMES - BARRIE, ONTARIO
 LAND ACQUISITIONS & SITE SERVICING - CAPITAL COST AND COST TO DATE SUMMARY
 ORDER OF MAGNITUDE PROFORMA - AUGUST 2017

Description	Land Budget A	Servicing Budget B	Construction Budget (108) C	Project Budget A+B+C	% Complete	Amount To Date	Cost To Complete	Committed Costs	Cost Per Lot 156	Cost Per T.F. 2474
1.00 LAND										
1.01 Land Purchase Price - Actual	31,811,750			31,811,750	100%	31,811,750			202,639	12,281.48
1.02 Land Purchase Price - Approval					0%					
1.03 Land Purchase Price - Misc.					0%					
1.04 Land Transfer Tax	474,176			474,176	100%	474,176			3,040	381.22
1.05 Land Legal Fees	256,199			256,199	100%	256,199			1,642	99.55
1.06 VTB Closing Costs					0%					
1.07 Real Estate Commissions					0%					
1.08 Property Taxes	100,000	300,000		400,000	25%	100,000	300,000		2,564	115.31
1.00 TOTAL LAND COSTS (1)	32,442,125	300,000		32,742,125	99%	32,442,125	300,000		209,885	12,729.53
2.00 HARD COSTS - SERVICING										
Servicing Preparation										
2.01 Site Preparation - Demolition					#DIV/0!					
2.02 Site Preparation - Grading & Backfilling		8,748,443		8,748,443	0%		8,748,443		43,259	2,621.37
2.03 Site Preparation - Clearing & Grubbing		491,680		491,680	0%		491,680		3,163	191.79
2.04 Site Preparation - Soil Compaction Treatments		78,000		78,000	0%		78,000		500	60.30
Site Servicing Earthworks										
2.05 Site Preparation - Embankment					#DIV/0!					
Servicing Works - Internal										
2.06 Site Servicing - Storm Sewers		8,171,950		8,171,950	0%		8,171,950		52,384	1,174.21
2.07 Site Servicing - Storm Sewers					#DIV/0!					
2.08 Site Servicing - Water Distribution					#DIV/0!					
2.09 Site Servicing - Channel Realignment					#DIV/0!					
2.10 Site Servicing - Primary Roadworks					#DIV/0!					
2.11 Site Servicing - Secondary Roadworks					#DIV/0!					
2.12 Site Servicing - Professional Items					#DIV/0!					
2.13 Site Servicing - Change Orders					#DIV/0!					
Hydra & Streetlighting										
2.14 Site Servicing - Hydrants & Streetlighting		858,000		858,000	0%		858,000		5,500	855.53
2.15 Site Servicing - Hydrants & Streetlighting (Reserve)					#DIV/0!					
External Works										
2.16 External Servicing - Storm Pond		970,000		970,000	0%		970,000		6,218	574.86
2.17 External Servicing - Pedestrian Bridge		250,000		250,000	0%		250,000		1,603	97.13
2.18 External Servicing - Tunnel Ducts for Clearing		2,560,000		2,560,000	0%		2,560,000		16,528	971.22
Cost Sharing Costs										
2.19 External Servicing - Cost Sharing		1,441,031		1,441,031	0%		1,441,031		9,211	820.07
2.20 External Servicing - Historical Admin Fee					#DIV/0!					
Landscaping - Common Areas										
2.21 Landscaping - Fencing					#DIV/0!					
2.22 Landscaping - Fencing (Noise Fence)		162,000		162,000	0%		162,000		1,038	67.80
2.23 Landscaping - Fencing (Entrance Gates)					#DIV/0!					
2.24 Landscaping - Fencing (Gate Walls)					#DIV/0!					
2.25 Landscaping - Common Areas		720,000		720,000	0%		720,000		4,615	379.22
2.26 Landscaping - General Allowance					#DIV/0!					
2.00 TOTAL SERVICING COSTS (2)		22,393,750		22,393,750	0%		22,393,750	0%	143,550	8,760
3.00 HARD COSTS - CONSTRUCTION										
3.01 Construction - Hard Costs					0%					
3.02 Construction - Site Overheads					0%					
3.03 Construction - Paved Area Interlocks					0%					
3.04 Construction - Paved Area Upgrade					0%					
3.05 Construction - Landscaping & Driveway					0%					
3.00 TOTAL HARD COSTS - CONSTRUCTION (3)					0%					
4.00 SOFT COST - DEVELOPMENT										
4.01 Servicing Permit					0%					
4.02 Building Permit Fees					0%					
Project										
4.03 Development Charges - City					#DIV/0!					
4.04 Development Charges - Region					#DIV/0!					
4.05 Development Charges - Region Sprockey					#DIV/0!					
4.06 Development Charges - G.D.					#DIV/0!					

700 & 725 MAPLEVIEW DRIVE EAST
PHASE I - 108 STACKED TOWNHOMES & 48 FREEHOLD TOWNHOMES - BARRIE, ONTARIO
LAND ACQUISITIONS & SITE SERVICING - CAPITAL COST AND COST TO DATE SUMMARY
ORDER OF MAGNITUDE PROFORMA - AUGUST 2017

Description	Land Budget	Servicing Budget	Construction Budget (10%)	Project Budget	% Complete	Amount To Date	Cost To Complete	Committed Costs	Cost Per Lot 156	Cost Per E.F. 2.574
4.07 Development Charges - Subdivision	-	-	-	-	100%	-	-	-	-	-
4.08 Development Charges - Area Specific	-	-	-	-	0%	-	-	-	-	-
4.09 Paved Road Deduction	-	899,432	-	899,432	0%	-	899,432	-	5,766	547.81
4.10 Subdivision Fees - Planning/Zoning	-	-	-	-	100%	-	-	-	-	-
4.11 Subdivision Fees - Legal	-	-	-	-	100%	-	-	-	-	-
4.12 Subdivision Fees - Engineering	-	489,032	-	489,032	0%	-	489,032	-	3,133	289.94
4.13 Subdivision Fees - Other	-	-	-	-	100%	-	-	-	-	-
4.14 Draft Plan Approval Fees	-	182,149	-	182,149	0%	-	182,149	-	1,168	109.36
4.15 Site Plan Approval Fees	160,000	-	-	160,000	100%	160,000	-	-	641	58.97
4.16 Regime Fees	-	118,338	-	118,338	0%	-	118,338	-	780	45.96
4.17 Hydro Fees	-	-	-	-	100%	-	-	-	-	-
4.18 Computer Aided Adjustment Fee	-	-	-	-	100%	-	-	-	-	-
4.19 MOI - Core	-	11,000	-	11,000	0%	-	11,000	-	96	8.84
4.20 Consultation Authority	-	10,000	-	10,000	0%	-	10,000	-	321	19.43
4.21 Street Trees	-	85,800	-	85,800	0%	-	85,800	-	538	71.31
4.22 Street Trees - Rejuvenation	-	63,600	-	63,600	0%	-	63,600	-	1,530	131.13
4.23 Water Meter Fees	-	54,000	-	54,000	0%	-	54,000	-	339	21.21
4.24 Water Meter Fees - Recovery	-	54,000	-	54,000	0%	-	54,000	-	1,350	121.13
4.25 Water Meter Fees - Recovery	-	54,000	-	54,000	0%	-	54,000	-	339	21.21
4.26 Water Meter Fees - Recovery	-	54,000	-	54,000	0%	-	54,000	-	1,350	121.13
4.00 TOTAL DEVELOPMENT (4)	160,000	1,781,976	-	1,852,976	6%	160,000	1,703,976	-	11,084	746.27
5.00 SOFT COST - CONSULTANTS										
5.01 Planning Stage										
5.01 Planning Consultant - Planning	777,000	4,037	-	777,037	100%	777,000	1,057	-	4,936	347.28
5.02 Planning Consultant - Engineering	750,000	-	-	750,000	100%	750,000	-	-	4,808	291.38
5.03 Planning Consultant - Legal	-	-	-	-	100%	-	-	-	-	-
5.04 Planning Consultant - Architectural	-	-	-	-	100%	-	-	-	-	-
5.05 Planning Consultant - Environmental	-	-	-	-	100%	-	-	-	-	-
5.06 Planning Consultant - Other	-	-	-	-	100%	-	-	-	-	-
5.02 Development Stage										
5.07 Planning Consultant	-	30,000	-	30,000	0%	-	30,000	-	231	14.09
5.08 Civil Engineer	-	1,207,839	-	1,207,839	0%	-	1,207,839	-	7,748	469.23
5.09 Surveyor	-	57,600	-	57,600	0%	-	57,600	-	364	22.38
5.10 Landscape Architect	-	88,200	-	88,200	0%	-	88,200	-	369	34.27
5.11 Architect	-	35,000	-	35,000	0%	-	35,000	-	321	18.99
5.12 Traffic Engineer	-	87,000	-	87,000	0%	-	87,000	-	369	22.38
5.13 Environmental Study	24,000	28,000	-	48,000	50%	24,000	24,000	-	239	15.51
5.14 Geotechnical Study	20,000	616,474	-	636,474	7%	30,000	616,474	-	4,960	247.37
5.15 Accurate Consultant - Allowance	-	50,000	-	50,000	0%	-	50,000	-	421	19.83
5.16 Traffic Study - Allowance	10,000	-	-	10,000	100%	10,000	-	-	64	4.89
5.17 Topographic Survey	-	21,000	-	21,000	0%	-	21,000	-	178	7.17
5.18 Structural Engineer	-	-	-	-	100%	-	-	-	-	-
5.19 SWM Study	-	-	-	-	100%	-	-	-	-	-
5.20 Asbest	10,000	-	-	10,000	100%	10,000	-	-	64	3.89
5.21 Temporary Inspections	-	20,000	-	20,000	0%	-	20,000	-	129	7.17
5.22 Other Consultants	-	-	-	-	100%	-	-	-	-	-
5.23 Civil Consultant	10,000	10,000	-	20,000	0%	10,000	10,000	-	129	7.17
5.24 Archeological Study - Allowance	-	-	-	-	100%	-	-	-	-	-
5.25 Other Consultants	-	200,000	-	200,000	0%	-	200,000	-	1,292	77.30
5.00 TOTAL CONSULTANTS (5)	1,597,000	2,420,770	-	4,017,770	46%	1,597,000	2,420,770	-	25,765	1,546.91
6.00 ADMINISTRATION / MARKETING										
6.01 Tarion - Bonding	-	-	358,300	358,300	0%	-	358,300	-	2,295	139.24
6.02 Tarion - Registration Fee	-	-	3,000	3,000	0%	-	3,000	-	19	1.17
6.03 Tarion - Enrollment Fee	-	-	150,000	150,000	0%	-	150,000	-	938	66.61
6.04 Tarion - Enrollment Fee Recovery	-	-	(150,000)	(150,000)	0%	-	(150,000)	-	(1,000)	(60.61)
6.05 Tarion - PTA Fees	-	-	35,000	35,000	0%	-	35,000	-	461	29.14
6.06 Technical Audit	-	-	-	-	0%	-	-	-	-	-
6.07 Legal - General	30,000	240,000	30,000	300,000	77%	50,000	250,000	-	1,923	116.55
6.08 Legal - Other (W/ Attorneys)	80,000	-	-	80,000	100%	80,000	-	-	121	10.44
6.09 Legal - Closing	-	-	194,000	194,000	0%	-	194,000	-	1,285	75.76
6.10 Legal - After Closing	-	-	-	-	0%	-	-	-	-	-
6.11 Development Management Overhead - Guarantee Fee	681,000	-	-	681,000	100%	681,000	-	-	4,385	284.97
6.12 Development Management Overhead - Management Fee	-	1,920,000	-	1,920,000	0%	-	1,920,000	-	12,318	945.87
6.13 Insurance	5,000	42,000	-	47,000	17%	5,000	42,000	-	301	15.26
6.14 Head Office Printing / Misc. Expenses	2,000	15,000	15,000	32,000	14%	5,000	30,000	-	224	17.60

700 & 725 MAPLEVIEW DRIVE EAST
 PHASE I - 108 STACKED TOWNHOMES & 48 FREEHOLD TOWNHOMES - BARRIE, ONTARIO
 LAND ACQUISITIONS & SITE SERVICING - CAPITAL COST AND COST TO DATE SUMMARY
 ORDER OF MAGNITUDE PROFORMA - AUGUST 2017

Description	Land Budget	Servicing Budget	Construction Budget (108)	Project Budget	% Complete	Amount To Date	Cost To Complete	Committed Costs	Cost Per Lot 156	Cost Per FF 2474
6.15 Head Office Courier	5,000	15,000	25,000	35,000	100%	5,000	30,000	-	224	13.60
6.16 Accounting	-	30,000	15,000	45,000	0%	-	45,000	-	283	17.28
6.17 Sales - Marketing Advertising Creative	-	-	-	-	0%	-	-	-	-	-
6.18 Sales - Marketing Consultants	-	-	-	-	0%	-	-	-	-	-
6.19 Sales - Sales Centre (Model)	-	750,000	-	750,000	0%	-	750,000	-	4,808	291.18
6.20 Sales - Flooring	-	-	-	-	0%	-	-	-	-	-
6.21 Sales - Furnishing	-	100,000	-	100,000	0%	-	100,000	-	643	39.85
6.22 Sales - Displays	-	-	-	-	0%	-	-	-	-	-
6.23 Sales - Equipment	-	-	-	-	0%	-	-	-	-	-
6.24 Sales - Administration	-	-	-	-	0%	-	-	-	-	-
6.25 Sales - Operating	-	24,000	-	24,000	0%	-	24,000	-	153	9.32
6.26 Sales - Maintenance	-	-	-	-	0%	-	-	-	-	-
6.27 Sales - Expenses	-	-	-	-	0%	-	-	-	-	-
6.28 Sales - Photography	-	-	-	-	0%	-	-	-	-	-
6.29 Sales - Strategic Positioning	-	-	-	-	0%	-	-	-	-	-
6.30 Sales - Strategic Design	-	-	-	-	0%	-	-	-	-	-
6.31 Sales - Strategic Distribution	-	-	-	-	0%	-	-	-	-	-
6.32 Sales - Brochure	-	-	-	-	0%	-	-	-	-	-
6.33 Sales - Floorplans	-	-	-	-	0%	-	-	-	-	-
6.34 Sales - Rendering	-	-	-	-	0%	-	-	-	-	-
6.35 Sales - Printing	-	-	-	-	0%	-	-	-	-	-
6.36 Sales - Events	-	-	-	-	0%	-	-	-	-	-
6.37 Sales - Newspaper	-	291,000	-	291,000	0%	-	291,000	-	1,873	117.30
6.38 Sales - Newspaper Media Booking	-	-	-	-	0%	-	-	-	-	-
6.39 Sales - Web Site	-	-	-	-	0%	-	-	-	-	-
6.40 Sales - Travel	-	-	-	-	0%	-	-	-	-	-
6.41 Sales - Model	-	-	-	-	0%	-	-	-	-	-
6.42 Sales - Commission Other	-	-	-	-	0%	-	-	-	-	-
6.43 Sales - Commissions Internal	-	-	-	-	0%	-	-	-	-	-
6.44 Sales - Commissions Ext. Broker	-	-	-	-	0%	-	-	-	-	-
6.40 TOTAL ADMIN / MARKETING (6)	796,000	1,307,000	726,500	5,409,500	15%	796,000	4,613,500	-	34,676	2,101.59
7.00 FINANCE CHARGES										
7.01 Project Monitor	15,000	55,000	-	70,000	71%	25,000	35,000	-	449	27.20
7.02 Interest	-	15,000	-	15,000	0%	-	15,000	-	96	5.93
7.00 VLB Mortgage - \$17,769,603										
7.03 Lender's Legal Fees	-	-	-	-	100%	-	-	-	-	-
7.04 Arrangement Fee - Set Up Fee	-	-	-	-	100%	-	-	-	-	-
7.05 Commitment Fee (1%)	-	-	-	-	100%	-	-	-	-	-
7.06 Admin Fee	5,000	-	-	5,000	100%	5,000	-	-	32	1.94
7.07 Draw Fee	-	-	-	-	100%	-	-	-	-	-
7.08 Discharge Fees	-	500	-	500	0%	-	500	-	3	0.19
7.09 Misc. Finance Charges	-	-	-	-	100%	-	-	-	-	-
7.10 Misc. Finance Charges	-	-	-	-	100%	-	-	-	-	-
7.11 Interest on Loan (12%)	-	-	-	-	0%	-	-	-	-	-
Construction Loan - Tranche A - \$10,158,258										
7.12 Lender's Legal Fees	40,000	-	-	40,000	100%	40,000	-	-	256	15.74
7.13 Arrangement Fee - Set Up Fee - MZ	-	-	-	-	100%	-	-	-	-	-
7.14 Commitment Fee - MZ	200,000	-	-	200,000	100%	200,000	-	-	1,282	77.20
7.15 Admin Fee	5,000	-	-	5,000	100%	5,000	-	-	32	1.94
7.16 Draw Fee	1,000	-	-	1,000	100%	1,000	-	-	6	0.38
7.17 Discharge Fees	-	500	-	500	0%	-	500	-	3	0.19
7.18 Misc. Finance Charges	-	-	-	-	100%	-	-	-	-	-
7.19 Misc. Finance Charges	1,500	-	-	1,500	100%	1,500	-	-	10	0.58
7.20 Interest on Loan (12%) - 12 Months Only	590,400	-	-	590,400	100%	590,400	-	-	3,749	231.78
Construction Loan - Tranche B - \$9,611,000										
7.21 Lender's Legal Fees	-	-	-	-	100%	-	-	-	-	-
7.22 Arrangement Fee - Set Up Fee - MZ	-	-	-	-	100%	-	-	-	-	-
7.23 Commitment Fee - MZ	-	-	-	-	100%	-	-	-	-	-
7.24 Admin Fee	-	-	-	-	100%	-	-	-	-	-
7.25 Draw Fee	-	-	-	-	100%	-	-	-	-	-
7.26 Discharge Fees	-	-	-	-	100%	-	-	-	-	-
7.27 Misc. Finance Charges	-	-	-	-	100%	-	-	-	-	-
7.28 Misc. Finance Charges	-	-	-	-	100%	-	-	-	-	-
7.29 Interest on Loan (12%) - 12 Months Only	515,200	-	-	515,200	100%	515,200	-	-	3,235	201.18
Servicing Loan - Facility 3										
7.30 Lender's Legal Fees	-	35,000	-	35,000	0%	-	35,000	-	224	13.60

700 & 725 MAPLEVIEW DRIVE EAST
 PHASE I - 108 STACKED TOWNHOMES & 48 FREEHOLD TOWNHOMES - BARRIE, ONTARIO
 LAND ACQUISITIONS & SITE SERVICING - CAPITAL COST AND COST TO DATE SUMMARY
 ORDER OF MAGNITUDE PROFORMA - AUGUST 2017

Description	Land Budget	Servicing Budget	Construction Budget (10%)	Project Budget	% Complete	Amount To Date	Cost To Complete	Committed Costs	Cost Per Lot 156	Cost Per P.F.
7.11 Arrangement Fee - Set Up Fee - M/C (1.0% per year)	-	1,100,000	-	1,100,000	0%	-	1,100,000	-	7,051	427.33
7.12 Synchro Fee - 10.5% per year	-	450,000	-	450,000	0%	-	450,000	-	2,833	174.87
7.13 Contingency Fee (1.0%)	-	87,500	-	87,500	0%	-	87,500	-	562	34.36
7.14 Admin Fee	-	5,000	-	5,000	0%	-	5,000	-	32	1.94
7.15 Drain Fee	-	3,550	-	3,550	0%	-	3,550	-	23	1.46
7.16 Discharge Fees	-	39,000	-	39,000	0%	-	39,000	-	250	15.32
7.17 Letter of Credit Fees	-	720,000	-	720,000	0%	-	720,000	-	4,613	279.72
7.18 Misc. Finance Charges	-	9,000	-	9,000	0%	-	9,000	-	58	3.50
7.19 Interest on Loan (Term Fee - 1.0%)	-	4,530,000	-	4,530,000	0%	-	4,530,000	-	29,107	1,767.68
7.00 TOTAL FINANCE CHARGES (7)	1,844,319	7,546,750		9,404,269	20%	1,844,210	7,546,250		60,185	3,653.84
8.00 HST										
8.01 HST on Payables	379,387	3,792,331	(117,895)	4,089,913	0%	-	4,089,913	-	26,212	1,588.59
8.02 HST (Credit)	(339,582)	(3,392,351)	(117,895)	(4,849,828)	0%	-	(4,849,828)	-	(26,212)	(1,588.59)
8.03 HST on Revenue	Included	Excluded	Excluded	Excluded	0%	-	-	-	-	-
8.00 TOTAL HST (8)					0%					
9.00 CONTINGENCY										
9.01 Contingency	279,668	1,581,200	173,558	1,978,425	0%	-	1,978,425	-	12,682	768.62
9.00 TOTAL CONTINGENCY (9)	279,668	1,581,200	173,558	1,978,425	0%		1,978,425		12,682	768.62
TOTAL PROJECT (1 - 9)	37,880,000	39,900,000	900,000	77,200,000	47%	36,779,335	41,820,645		498,718	30,225.33
Check	37,880,000	39,900,000	900,000	77,200,000	47%	36,779,335	41,820,645	0%	498,718	30,225.33

Add: Holdback Retained	-	-
Less: Holdback Retained	-	-
Net Cost To Date	36,779,335	41,820,645
Check	36,779,335	41,820,645

700 & 725 MAPLEVIEW DRIVE EAST
 PHASE I - 108 STACKED TOWNHOMES & 48 FREEHOLD TOWNHOMES - BARRIE, ONTARIO
 CONSTRUCTION BUDGET - CAPITAL COST AND COST TO DATE SUMMARY
 ORDER OF MAGNITUDE PROFORMA - AUGUST 2017

Description	Project Budget	% Complete	Amount To Date	Cost To Complete	Committed Costs	Cost Per Lot 156	Cost Per S.F. 211,800
1.00 LAND							
1.01 Land Purchase Price - Actual	Serviceing Budget	0%	-	-	-	-	-
1.02 Land Purchase Price - Appraised Value (Land Lift)	Serviceing Budget	0%	-	-	-	-	-
1.03 Land Purchase Price - Misc.	Serviceing Budget	0%	-	-	-	-	-
1.04 Land Transfer Tax	Serviceing Budget	0%	-	-	-	-	-
1.05 Land Legal Fees	Serviceing Budget	0%	-	-	-	-	-
1.06 VTB Carrying Costs	Serviceing Budget	0%	-	-	-	-	-
1.07 Real Estate Commissions	Serviceing Budget	0%	-	-	-	-	-
1.08 Property Taxes		#DIV/0!	-	-	-	-	-
1.00 TOTAL LAND COSTS (1)		#DIV/0!	-	-	-	-	-
2.00 HARD COSTS - SERVICING							
Serviceing Preparation							
2.01 Site Preparation - Demolition	Serviceing Budget	0%	-	-	-	-	-
2.02 Site Preparation - Remediation	Serviceing Budget	0%	-	-	-	-	-
2.03 Site Preparation - Clearing & Grubbing	Serviceing Budget	0%	-	-	-	-	-
2.04 Site Preparation - Heritage House Relocation	Serviceing Budget	0%	-	-	-	-	-
Serviceing Earthworks							
2.03 Site Preparation - Earthworks	Serviceing Budget	0%	-	-	-	-	-
Serviceing Works - Internal							
2.06 Site Servicing - Sanitary Sewers	Serviceing Budget	0%	-	-	-	-	-
2.07 Site Servicing - Storm Sewers	Serviceing Budget	0%	-	-	-	-	-
2.08 Site Servicing - Water Distribution	Serviceing Budget	0%	-	-	-	-	-
2.09 Site Servicing - Channel Realignment	Serviceing Budget	0%	-	-	-	-	-
2.10 Site Servicing - Primary Roadworks	Serviceing Budget	0%	-	-	-	-	-
2.11 Site Servicing - Secondary Roadworks	Serviceing Budget	0%	-	-	-	-	-
2.12 Site Servicing - Provisional Items	Serviceing Budget	0%	-	-	-	-	-
2.13 Site Servicing - Change Orders	Serviceing Budget	0%	-	-	-	-	-
Hydro & Streetlighting							
2.14 Site Servicing - Hydro & Streetlighting	Serviceing Budget	0%	-	-	-	-	-
2.15 Site Servicing - Hydro & Streetlighting (Recovery)	Serviceing Budget	0%	-	-	-	-	-
External Works							
2.16 External Servicing - Storm Water Management Pond	Serviceing Budget	0%	-	-	-	-	-
2.17 External Servicing - Intersection Improvements	Serviceing Budget	0%	-	-	-	-	-
2.18 External Servicing - External Improvements	Serviceing Budget	0%	-	-	-	-	-
Cost Sharing Costs							
2.19 External Servicing	Serviceing Budget	0%	-	-	-	-	-
2.20 External Servicing	Serviceing Budget	0%	-	-	-	-	-
Landscaping - Common Areas							
2.21 Landscaping - Fencing	Serviceing Budget	0%	-	-	-	-	-

700 & 725 MAPLEVIEW DRIVE EAST
 PHASE I - 108 STACKED TOWNHOMES & 48 FREEHOLD TOWNHOMES - BARRIE, ONTARIO
 CONSTRUCTION BUDGET - CAPITAL COST AND COST TO DATE SUMMARY
 ORDER OF MAGNITUDE PROFORMA - AUGUST 2017

Description	Project Budget	% Complete	Amount To Date	Cost To Complete	Committed Costs	Cost Per Lot 156	Cost Per S.F. 211,800
2.22 Landscaping - Fencing (Nogot Fence)	Serviceing Budget	0%	-	-	-	-	-
2.23 Landscaping - Fencing (Entrance Gates)	Serviceing Budget	0%	-	-	-	-	-
2.24 Landscaping - Fencing (Entry Walls)	Serviceing Budget	0%	-	-	-	-	-
2.25 Landscaping - Common Areas	Serviceing Budget	0%	-	-	-	-	-
2.26 Landscaping - General Allowance	Serviceing Budget	0%	-	-	-	-	-
2.00 TOTAL SERVICING COSTS (3)		#DIV/0!					
3.00 HARD COSTS - CONSTRUCTION					#DIV/0!		
3.01 Construction - Hard Costs	23,298,000	0%	-	23,298,000	-	149,346	119.90
3.02 Construction - Site Overheads	Included	0%	-	-	-	-	-
3.03 Construction - Purchaser Incentives	546,000	0%	-	546,000	-	3,500	2.58
3.04 Construction - Purchaser Upgrades	Excluded	0%	-	-	-	-	-
3.05 Construction - Landscaping & Driveways	Included	0%	-	-	-	-	-
3.00 TOTAL HARD COSTS - CONSTRUCTION (3)	23,844,000	0%		23,844,000		152,846	112.88
4.00 SOFT COST - DEVELOPMENT							
4.01 Servicing Permit	-	#DIV/0!	-	-	-	-	-
4.02 Building Permit Fees	423,600	0%	-	423,600	-	2,715	2.00
Project							
4.03 Development Charges - City	4,779,356	0%	-	4,779,356	-	30,637	23.57
4.04 Development Charges - Region	-	0%	-	-	-	-	-
4.05 Development Charges - Region Recovery	-	0%	-	-	-	-	-
4.06 Development Charges - GO	-	0%	-	-	-	-	-
4.07 Development Charges - Education	288,124	0%	-	288,124	-	1,847	1.36
4.08 Development Charges - Area Specific	544,635	0%	-	544,635	-	3,491	2.57
4.09 Parkland Dedication	-	0%	-	-	-	-	-
4.10 Subdivision Fees - Planning	Serviceing Budget	0%	-	-	-	-	-
4.11 Subdivision Fees - Legal	Serviceing Budget	0%	-	-	-	-	-
4.12 Subdivision Fees - Engineering	Serviceing Budget	0%	-	-	-	-	-
4.13 Subdivision Fees - Other	Serviceing Budget	0%	-	-	-	-	-
4.14 Draft Plan Approval Fees	Serviceing Budget	0%	-	-	-	-	-
4.15 Site Plan Approval Fees	Serviceing Budget	0%	-	-	-	-	-
4.16 Region Fees	Serviceing Budget	0%	-	-	-	-	-
4.17 Hydro Fees	Serviceing Budget	0%	-	-	-	-	-
4.18 Creek Outlet Improvements	Serviceing Budget	0%	-	-	-	-	-
4.19 MOU Cert	Serviceing Budget	0%	-	-	-	-	-
4.20 Conservation Authority	Serviceing Budget	0%	-	-	-	-	-
4.21 Street Trees	Serviceing Budget	0%	-	-	-	-	-
4.22 Street Trees - Recovery	Serviceing Budget	0%	-	-	-	-	-
4.23 Water Meter Fees	Serviceing Budget	0%	-	-	-	-	-
4.24 Water Meter Fees - Recovery	Serviceing Budget	0%	-	-	-	-	-
4.25 Hydro Meter Fees	Serviceing Budget	0%	-	-	-	-	-

700 & 725 MAPLEVIEW DRIVE EAST
 PHASE I - 108 STACKED TOWNHOMES & 48 FREEHOLD TOWNHOMES - BARRIE, ONTARIO
 CONSTRUCTION BUDGET - CAPITAL COST AND COST TO DATE SUMMARY
 ORDER OF MAGNITUDE PROFORMA - AUGUST 2017

Description	Project Budget	% Complete	Amount To Date	Cost To Complete	Committed Costs	Cost Per Lot 156	Cost Per S.F. 211,800
4.26 Hydro Meter Fees - Recovery	-	0%	-	-	-	-	-
4.00 TOTAL DEVELOPMENT (4)	6,035,716	0%	-	6,035,716	-	38,690	28.50
5.00 SOFT COST - CONSULTANTS							
Planning Stage							
5.01 Planning Consultant - Planning	-	0%	-	-	-	-	-
5.02 Planning Consultant - Engineering	-	0%	-	-	-	-	-
5.03 Planning Consultant - Legal	-	0%	-	-	-	-	-
5.04 Planning Consultant - Architectural	-	0%	-	-	-	-	-
5.05 Planning Consultant - Environmental	-	0%	-	-	-	-	-
5.06 Planning Consultant - Other	-	0%	-	-	-	-	-
Development Stage							
5.07 Planning Consultant	-	#DIV/0!	-	-	-	-	-
5.08 Civil Engineer	-	0%	-	-	-	-	-
5.09 Surveyor	117,000	0%	-	117,000	-	750	0.55
5.10 Landscape Architect	-	0%	-	-	-	-	-
5.11 Architect	156,000	0%	-	156,000	-	1,000	0.74
5.12 Hydro Engineer	-	0%	-	-	-	-	-
5.13 Environmental Study	-	0%	-	-	-	-	-
5.14 Geotechnical Study	-	0%	-	-	-	-	-
5.15 Accoustic Consultant - Allowance	-	0%	-	-	-	-	-
5.16 Traffic Study - Allowance	-	0%	-	-	-	-	-
5.17 Topographic Survey	-	0%	-	-	-	-	-
5.18 Structural engineer	-	0%	-	-	-	-	-
5.19 SWM Study	-	0%	-	-	-	-	-
5.20 Arborist	-	0%	-	-	-	-	-
5.21 Testing and Inspections	-	0%	-	-	-	-	-
5.22 Other Consultants	-	0%	-	-	-	-	-
5.23 Cost Consultant	-	#DIV/0!	-	-	-	-	-
5.24 Archeological Study - Allowance	-	0%	-	-	-	-	-
5.25 Other Consultants	50,000	0%	-	50,000	-	321	0.24
5.00 TOTAL CONSULTANTS (5)	323,000	0%	-	323,000	-	2,071	1.53
6.00 ADMINISTRATION / MARKETING							
6.01 Tarion - Bopling	-	#DIV/0!	-	-	-	-	-
6.02 Tarion - Registration Fee	3,300	0%	-	3,300	-	21	0.02
6.03 Tarion - Enrollment Fee	156,000	0%	-	156,000	-	1,000	0.74
6.04 Tarion - Enrollment Fee Recovery	(156,000)	0%	-	(156,000)	-	(1,000)	(0.74)
6.05 Tarion - DTA Fees	-	#DIV/0!	-	-	-	-	-
6.06 Technical Audit	-	#DIV/0!	-	-	-	-	-
6.07 Legal - General	100,000	0%	-	100,000	-	641	0.47
6.08 Legal - Other (JV Agreement)	-	#DIV/0!	-	-	-	-	-
6.09 Legal - Closing	195,000	0%	-	195,000	-	1,250	0.92

700 & 725 MAPLEVIEW DRIVE EAST
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 CONSTRUCTION BUDGET - CAPITAL COST AND COST TO DATE SUMMARY
 ORDER OF MAGNITUDE PROFORMA - AUGUST 2017

Description	Project Budget	% Complete	Amount To Date	Cost To Complete	Committed Costs	Cost Per Lot 156	Cost Per S.F. 211,500
6.10 Legal - After Closing	-	#DIV/0!	-	-	-	-	-
6.11 Development Management Overheads - Guarantee Fee	-	#DIV/0!	-	-	-	-	-
6.12 Development Management Overheads - Management Fee	1,350,000	0%	-	1,350,000	-	9,936	7.37
6.13 Business	375,000	0%	-	375,000	-	2,404	1.77
6.14 Head Office Printing	20,000	0%	-	20,000	-	128	0.09
6.15 Head Office Casuar	20,000	0%	-	20,000	-	128	0.09
6.16 Accounting	25,000	0%	-	25,000	-	160	0.12
6.17 Sales - Marketing / Advertising Creative	-	#DIV/0!	-	-	-	-	-
6.18 Sales - Marketing Consultants	-	#DIV/0!	-	-	-	-	-
6.19 Sales - Sales Centre / Model Home	-	#DIV/0!	-	-	-	-	-
6.20 Sales - Finishing	-	#DIV/0!	-	-	-	-	-
6.21 Sales - Furnishing	-	#DIV/0!	-	-	-	-	-
6.22 Sales - Interior Designer	-	#DIV/0!	-	-	-	-	-
6.23 Sales - Equipments	-	#DIV/0!	-	-	-	-	-
6.24 Sales - Administration	-	#DIV/0!	-	-	-	-	-
6.25 Sales - Operating	-	#DIV/0!	-	-	-	-	-
6.26 Sales - Maintenance	-	#DIV/0!	-	-	-	-	-
6.27 Sales - Expenses	-	#DIV/0!	-	-	-	-	-
6.28 Sales - Photography	-	#DIV/0!	-	-	-	-	-
6.29 Sales - Signage Production	-	#DIV/0!	-	-	-	-	-
6.30 Sales - Signage Design	-	#DIV/0!	-	-	-	-	-
6.31 Sales - Signage Distribution	-	#DIV/0!	-	-	-	-	-
6.32 Sales - Brochure	-	#DIV/0!	-	-	-	-	-
6.33 Sales - Floorplans	-	#DIV/0!	-	-	-	-	-
6.34 Sales - Rendering	-	#DIV/0!	-	-	-	-	-
6.35 Sales - Printing	-	#DIV/0!	-	-	-	-	-
6.36 Sales - Excess	-	#DIV/0!	-	-	-	-	-
6.37 Sales - Newspaper	-	#DIV/0!	-	-	-	-	-
6.38 Sales - Newspaper Media Booking	-	#DIV/0!	-	-	-	-	-
6.39 Sales - Web Site	-	#DIV/0!	-	-	-	-	-
6.40 Sales - Travel	-	#DIV/0!	-	-	-	-	-
6.41 Sales - Model	-	#DIV/0!	-	-	-	-	-
6.42 Sales - Commissions Other	-	#DIV/0!	-	-	-	-	-
6.43 Sales - Commissions Internal (1.5%)	1,001,959	0%	-	1,001,959	-	6,423	4.73
6.44 Sales - Commissions Ext. Broker (70% of Units @ 2.0%)	935,162	0%	-	935,162	-	5,995	4.42
6.00 TOTAL ADMIN / MARKETING (6)	4,225,422	0%	-	4,225,422	-	27,086	19.95
7.00 FINANCE CHARGES							
7.01 Project Monitor	35,000	0%	-	35,000	-	224	0.17
7.02 Appraiser	-	#DIV/0!	-	-	-	-	-
VTB Mortgage - \$17,769,684	-	#DIV/0!	-	-	-	-	-
7.03 Lender's Legal Fees	-	#DIV/0!	-	-	-	-	-
7.04 Arrangement Fee / Set Up Fee	-	#DIV/0!	-	-	-	-	-

700 & 725 MAPLEVIEW DRIVE EAST
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 CONSTRUCTION BUDGET - CAPITAL COST AND COST TO DATE SUMMARY
 ORDER OF MAGNITUDE PROFORMA - AUGUST 2017

Description	Project Budget	% Complete	Amount To Date	Cost To Complete	Committed Costs	Cost Per Lot 156	Cost Per S.F. 211,800
7.05 Commitment Fee (2%)	-	#DIV/0!	-	-	-	-	-
7.06 Admin Fee	-	#DIV/0!	-	-	-	-	-
7.07 Draw Fee	-	#DIV/0!	-	-	-	-	-
7.08 Discharges Fees	-	#DIV/0!	-	-	-	-	-
7.09 Broker Fee	-	#DIV/0!	-	-	-	-	-
7.10 Misc. Finance Charges	-	#DIV/0!	-	-	-	-	-
7.11 Interest on Loan (6.0%)	-	#DIV/0!	-	-	-	-	-
Construction Loan - Tranche A - \$10,158,258	-	#DIV/0!	-	-	-	-	-
7.12 Lender's Legal Fees	-	#DIV/0!	-	-	-	-	-
7.13 Arrangement Fee / Set Up Fee - MZ	-	#DIV/0!	-	-	-	-	-
7.14 Commitment Fee - MZ	-	#DIV/0!	-	-	-	-	-
7.15 Admin Fee	-	#DIV/0!	-	-	-	-	-
7.16 Draw Fee	-	#DIV/0!	-	-	-	-	-
7.17 Discharges Fees	-	#DIV/0!	-	-	-	-	-
7.18 Broker Fee	-	#DIV/0!	-	-	-	-	-
7.19 Misc. Finance Charges	-	#DIV/0!	-	-	-	-	-
7.20 Interest on Loan (6.0%) - 12 Months Only	-	#DIV/0!	-	-	-	-	-

700 & 725 MAPLEVIEW DRIVE EAST
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 CONSTRUCTION BUDGET - CAPITAL COST AND COST TO DATE SUMMARY
 ORDER OF MAGNITUDE PROFORMA - AUGUST 2017

Description	Project Budget	% Complete	Amount To Date	Cost To Complete	Committed Costs	Cost Per Lot 156	Cost Per S.F. 211,800
Construction Loan - Tranche B - \$9,012,000	-	#DIV/0!	-	-	-	-	-
7.21 Lender's Legal Fees	-	#DIV/0!	-	-	-	-	-
7.22 Arrangement Fee / Set Up Fee - MZ	-	#DIV/0!	-	-	-	-	-
7.23 Commitment Fee - MZ	-	#DIV/0!	-	-	-	-	-
7.24 Admin Fee	-	#DIV/0!	-	-	-	-	-
7.25 Draw Fee	-	#DIV/0!	-	-	-	-	-
7.26 Discharges Fees	-	#DIV/0!	-	-	-	-	-
7.27 Banker Fee	-	#DIV/0!	-	-	-	-	-
7.28 Misc. Finance Charges	-	#DIV/0!	-	-	-	-	-
7.29 Interest on Loan (6.0%) - 12 Months Only	-	#DIV/0!	-	-	-	-	-
Servicing Loan - Facility 3	-	#DIV/0!	-	-	-	-	-
7.21 Lender's Legal Fees	30,000	0%	-	30,000	-	192	0.14
7.22 Arrangement Fee / Set Up Fee - MZ (1.0% per year)	500,000	0%	-	500,000	-	3,203	2.36
7.23 Standby Fee - (0.5% per year)	50,000	0%	-	50,000	-	321	0.24
7.24 Commitment Fee (1.0%)	250,000	0%	-	250,000	-	1,584	1.15
7.25 Admin Fee	5,000	0%	-	5,000	-	33	0.02
7.26 Draw Fee	3,000	0%	-	3,000	-	19	0.01
7.27 Discharges Fees	-	#DIV/0!	-	-	-	-	-
7.28 Letter of Credit Fees	-	#DIV/0!	-	-	-	-	-
7.29 Misc. Finance Charges	-	#DIV/0!	-	-	-	-	-
7.30 Interest on Loan - Primary Loan (Prime Plus 2.00%)	650,000	0%	-	650,000	-	4,162	3.07
7.00 TOTAL FINANCE CHARGES (7)	1,623,000	0%	-	1,623,000	-	10,404	7.66
8.00 HST							
8.01 HST on Payables	3,904,067	0%	-	3,904,067	-	25,026	18.43
8.02 HST Credit	(3,904,067)	0%	-	(3,904,067)	-	(25,026)	(18.43)
8.03 HST on Revenue	Excluded	0%	-	-	-	-	-
8.00 TOTAL HST (8)	-	0%	-	-	-	-	-
9.00 CONTINGENCY							
9.01 Contingency	1,948,863	0%	-	1,948,863	-	12,493	9.20
9.00 TOTAL CONTINGENCY (9)	1,948,863	0%	-	1,948,863	-	12,493	9.20
TOTAL PROJECT (1 - 9)	38,000,000	0%	-	38,000,000	-	243,590	179.41
Check		0%	-	38,000,000	0%	243,590	179.41

Add, Holdback Released
 Less, Holdback Retained

Net Cost To Date	-	38,000,000
Check	-	38,000,000
		5.1%

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

KINGSETT MORTGAGE CORPORATION

and

**MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD. and
2552741 ONTARIO INC.**

Applicant

Respondents

Court File No: CV-24-00716511-00CL

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

Proceedings commenced in Toronto

**APPLICATION RECORD
(Volume I of II)**

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