

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**DUCA FINANCIAL SERVICES CREDIT UNION LTD.**

Applicant

- and -

**2460467 ONTARIO INC.**

Respondent

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION  
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**

July 18, 2024

**BORDEN LADNER GERVAIS LLP**

Bay Adelaide Centre, East Tower

22 Adelaide Street West

Toronto, ON M5H 4E3

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Lawyers for the Applicant

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# Tab 1

Court File No.

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**NOTICE OF APPLICATION**

TO THE RESPONDENT

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 (*choose one of the following*)

- In person
- By telephone conference
- By video conference

by Judicial Video Conference via Zoom, Ottawa, Ontario.

On August 7, 2024, at 4:15 PM AM/PM (*or* on a day to be set by the registrar).

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

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

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

Date: July 17, 2024

Issued by .....

Local registrar

Address of  
court office .....

.....

<b>TO:</b>	<p><b>BORDEN LADNER GERVAIS LLP</b> Bay Adelaide Centre, East Tower 22 Adelaide Street West Toronto, ON M5H 4E3 Tel: (416) 367-6000 Fax: (416) 367-6749</p> <p><b>Roger Jaipargas</b> Tel: (416) 367-6266 <a href="mailto:rjaipargas@blg.com">rjaipargas@blg.com</a></p> <p><b>Nick Hollard</b> Tel: (416) 367-6545 <a href="mailto:nhollard@blg.com">nhollard@blg.com</a></p> <p><b>Lawyers for DUCA Financial Services Credit Union Ltd.</b></p>
<b>AND TO:</b>	<p><b>KSV RESTRUCTURING INC.</b> 2308 – 150 King Street West Toronto, ON M5H 1J9</p> <p><b>Bobby Kofman</b> Tel: (416) 932-6228 <a href="mailto:bkofman@ksvadvisory.com">bkofman@ksvadvisory.com</a></p> <p><b>Proposed Receiver</b></p>

<b>AND TO:</b>	<b>DICKINSON WRIGHT LLP</b> Commerce Court West 199 Bay Street, Suite 2209 Toronto, ON M5L 1G4  <b>John D. Leslie</b> Tel: (416) 646-3801 <a href="mailto:jleslie@dickinsonwright.com">jleslie@dickinsonwright.com</a>  <b>Lisa S. Corne</b> Tel: (416) 646-4608 <a href="mailto:lcome@dickinsonwright.com">lcome@dickinsonwright.com</a>  <b>Lawyers for the Proposed Receiver</b>
<b>AND TO:</b>	<b>2460467 ONTARIO INC.</b> 29 Idle Ridge Court Kitchener, ON N2A 3W3  Attention: Kamal Patel
<b>AND TO:</b>	<b>FRIEDMANS LLP</b> 150 Ferrand Drive, Suite 800 Toronto, ON M3C 3E5  <b>William Friedman</b> Tel: 416-496-3340 ext. 199 Fax: 416-497-3809 <a href="mailto:wf@friedmans.ca">wf@friedmans.ca</a>  <b>Lawyers for 2460467 Ontario Inc.</b>
<b>AND TO:</b>	<b>WESTMOUNT GUARANTEE SERVICES INC.</b> 600 Cochrane Drive, Suite 205 Markham, ON L3R 5K3
<b>AND TO:</b>	<b>1154605 ONTARIO INC.</b> 38 Timbermill Crescent Markham, ON L3P 6W8
<b>AND TO:</b>	<b>CORPORATION OF THE CITY OF BELLEVILLE</b> Taxation Department 169 Front Street Belleville, ON K8N 2Y8 Tel: 613-967-3200 Ext. 3243  Attention: Andrea Steenburgh



<b>AND TO:</b>	<p><b>DEPARTMENT OF JUSTICE</b> Ontario Regional Office 120 Adelaide Street West, Suite 400 Toronto ON M5H 1T1</p> <p><b>Ed Park</b> Tel: 647-256-7429 Fax: 416-973-0810 <a href="mailto:edward.park@justice.gc.ca">edward.park@justice.gc.ca</a></p> <p><b>Lawyers for the Canada Revenue Agency</b></p>
<b>AND TO:</b>	<p><b>ONTARIO MINISTRY OF FINANCE – INSOLVENCY UNIT</b> 33 King Street West, 6th Floor Oshawa, ON L1H 8H5</p> <p><b>Leslie Crawford</b> Tel: 905.433.5657 <a href="mailto:Leslie.Crawford@ontario.ca">Leslie.Crawford@ontario.ca</a></p> <p><b>Insolvency Unit</b> <a href="mailto:insolvency.unit@ontario.ca">insolvency.unit@ontario.ca</a></p>

## APPLICATION

### 1. THE APPLICANT MAKES APPLICATION FOR:

The Applicant, DUCA Financial Services Credit Union Ltd. (“**DUCA**” or the “**Lender**”), makes an application for an Order substantially in the form filed herewith, *inter alia*:

- (a) abridging the time for service of the Notice of Application and the Application Record and dispensing with further service thereof;
- (b) appointing KSV Restructuring Inc. as receiver (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties (the “**Property**”) of 2460467 Ontario Inc. (“**246**” or the “**Debtor**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”);
- (c) granting a 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 on the terms as set out in the draft order filed (the “**Receiver’s Charge**”); and
- (d) such further and other relief as counsel may request and this Honourable Court may permit.

### 2. THE GROUNDS FOR THE APPLICATION ARE:

- (a) The Debtor is currently indebted to DUCA with respect to certain credit facilities extended by DUCA;
- (b) The obligations of the Debtor to DUCA are secured by, among other things, a general security agreement and a mortgage on certain real property;
- (c) The Debtor has committed certain events of default;
- (d) On May 23, 2024, the Lender issued to 246 a demand for payment and a Notice of Intention to Enforce Security (“**NITES**”) pursuant to Section 244(1) of the BIA, and the 10-day notice period under the NITES has now expired;
- (e) The Lender seeks to appoint the Receiver to secure the Property and review the alternatives with a view to maximizing value for all stakeholders;

- (f) KSV Restructuring Inc. is a licensed trustee in bankruptcy;
- (g) The appointment of KSV Restructuring Inc. as receiver is just and convenient in the circumstances;
- (h) Section 243(1) of the BIA;
- (i) Section 101 of the CJA;
- (j) Rules 1.04, 2.03, 3.02, 16 and 38 of the Rules of Civil Procedure, R.R.O. 1990. Reg. 194, as amended; and
- (k) Such further and other grounds as counsel may advise and this Court may permit.

3. **THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE APPLICATION:**

- (a) the Affidavit of Ivan Bogdanovich, sworn July 15, 2024, and the exhibits thereto; and
- (b) such further and documentary evidence as counsel may advise and this Court may permit.

July 17, 2024

**BORDEN LADNER GERVAIS LLP**

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22 Adelaide Street West  
Toronto, ON M5H 4E3  
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Lawyers for the Applicant

COMMUNICATION

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 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**

**DUCA FINANCIAL SERVICES CREDIT UNION LTD. - and -**

**2460467 ONTARIO INC.**

**Applicant**

**Respondent**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
PROCEEDINGS COMMENCED AT OTTAWA**

**NOTICE OF APPLICATION**

**BORDEN LADNER GERVAIS LLP**  
Bay Adelaide Centre, East Tower  
22 Adelaide Street West  
Toronto, ON M5H 4E3  
Tel: (416) 367-6000  
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nhollard@blg.com

Lawyers for the Applicant

# Tab 2

Court File No.:

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R.S.O. 1990, c. C.43, AS AMENDED**

**AFFIDAVIT OF IVAN BOGDANOVICH  
(Sworn July 15, 2024)**

I, **IVAN BOGDANOVICH**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY** as follows:

1. I am Director, Special Assets of the Applicant, DUCA Financial Services Credit Union Ltd. (“**DUCA**”) and as such have knowledge of the matters hereinafter deposed to, or where I do not possess such personal knowledge, I have stated the source of my information and in all such cases do verily believe it to be true.
2. This Affidavit is sworn in support of an application by DUCA to appoint KSV Restructuring Inc. as receiver (in such capacity, the “**Receiver**”), without security, over the assets, properties and undertaking, including certain real property located at 240 Yeomans Street, Belleville, Ontario (the “**Property**”) of 2460467 Ontario Inc. (“**246**” or the “**Debtor**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) and section 101 of the *Courts of Justice Act* (Ontario).

## A. BACKGROUND ON THE DEBTOR

3. 246 is incorporated pursuant to the laws of the Province of Ontario. 246 carries on a business in residential development, including, but not limited to, the development and construction of a condominium project at the Property (“**Yeo Towns**”).
4. The director of 246 is Kamal Patel. Attached hereto as Exhibit “**A**” is a Corporation Profile Report for 246 obtained from the Ontario Ministry of Public and Business Service Delivery on June 5, 2024 (the “**Profile Report**”).
5. According to the Profile Report, 246’s registered office is located at 29 Idle Ridge Court, Kitchener, Ontario, N2A 3W3.

## B. LOAN AND SECURITY DOCUMENTS

### *a. Agreements between 246 and CSMC*

6. Pursuant to a commitment letter dated November 3, 2022 and accepted by 246 on November 7, 2022 (the “**Commitment Letter**”), Cameron Stephens Mortgage Capital Ltd. (“**CSMC**”) extended to 246 the following credit facilities:
  - (a) A 1<sup>st</sup> Mortgage Construction Loan in the amount of \$16,000,000 (the “**Construction Mortgage**”); and
  - (b) Letters of Credit in the amount of \$200,000 (each an “**LOC**”, and together with the Construction Mortgage, the “**Credit Facilities**”).
7. Attached hereto as Exhibit “**B**” is a copy of the Commitment Letter.
8. The purpose of the Construction Mortgage was to provide cost-to-complete construction financing for the buildout of Yeo Towns, a residential development comprising sixty-two stacked townhouses to be constructed on the Property.
9. At paragraph 7 of the Commitment Letter, 246 agreed to a “Financing Program” setting out various components of the budget for Yeo Towns (the “**Project Budget**”). Pursuant to an undertaking dated December 6, 2024 (the “**Cost Overruns Undertaking**”), 246

undertook to fund any and all cost overruns in excess of the Project Budget prior to any further funding from CSMC. 246 further covenanted to pay all realty taxes when due and to keep the Property free of all liens, executions and work orders. Attached hereto as Exhibit “C” is a copy of the Cost Overruns Undertaking.

10. As security for the repayment of all amounts owing by 246 to CSMC, including under and in connection with the Commitment Letter, 246 provided in favour of CSMC, among other things, (i) a general security agreement dated December 6, 2022 (the “**GSA**”); and (ii) the Charge (defined below). Attached hereto as Exhibit “D” is a copy of the GSA.
11. The present and future obligations of 246 to CSMC, together with interest relating to the Commitment Letter were guaranteed by Mr. Patel pursuant to a Guarantee and Postponement of Claim dated December 6, 2022 (the “**Guarantee**”). Attached hereto as Exhibit “E” is a copy of the Guarantee.
12. Additionally, pursuant to a Share Pledge Agreement dated December 5, 2022 (the “**Share Pledge**”), Mr. Patel, as the sole shareholder of 246, pledged all of the capital stock in 246 as security for, among other things, the due repayment of the principal sum of up to \$16,000,000 advanced pursuant to the Construction Mortgage, and all interest accrued thereupon. Attached hereto as Exhibit “F” is a copy of the Share Pledge.

*b. Assignment to DUCA*

13. Pursuant to a mortgage origination and servicing agreement between CSMC and DUCA dated December 9, 2019 (the “**MOSA**”), DUCA appointed CSMC as agent, nominee, and bare trustee to administer, service, and hold all of the right, title, and interest in certain of DUCA’s credit agreements and facilities. CSMC and DUCA agreed that the MOSA would apply to the Commitment Letter and the Credit Facilities thereunder.
14. Loans advanced under the MOSA, including the Credit Facilities, were financed by DUCA through CMSC. Accordingly, DUCA has had a financial interest in the Commitment Letter and Credit Facilities since the Credit Facilities were established.
15. On April 1, 2024, 246 failed to make payment to CSMC on account of interest accrued in



respect of amounts owing under the Credit Facilities.

16. On April 30, 2024, DUCA terminated CSMC's appointment in respect of the Credit Facilities and Commitment Letter. Subsequently, on May 15, 2024, DUCA and CSMC entered into an agreement (the "**Assignment Agreement**") pursuant to which CSMC assigned to DUCA all of its right, title and interest in connection with the Commitment Letter and related agreements (the "**Loan Documents**"), including, among others:
  - (a) the GSA;
  - (b) the Guarantee;
  - (c) the Share Pledge;
  - (d) the Cost Overruns Undertaking; and
  - (e) the Charge (as defined below).
17. Attached hereto as Exhibit "**G**" is a copy of the Assignment Agreement.
18. By letter dated May 15, 2024 (the "**Assignment Notice**"), CSMC provided written notice to 246 and Mr. Patel of the Assignment Agreement and the interests assigned to DUCA thereunder. Attached hereto as Exhibit "**H**" is a copy of the Assignment Notice.

***Registration of the Security***

19. Pursuant to the Commitment Letter, on December 2, 2021, CSMC registered with the Land Registry Office for the Land Titles Division of Hastings (the "**LRO**") Instrument No. HT324845, such instrument being a charge on the Property in favour of CSMC in the amount of \$19,440,000.00 (the "**Charge**"). Attached hereto as Exhibit "**I**" is a copy of the Charge dated January 11, 2023.
20. On May 17, 2024, in accordance with the Assignment Agreement, DUCA registered with the LRO Instrument No. HT347095, such instrument being a transfer of the Charge from CSMC to DUCA (the "**Charge Transfer**"). Attached hereto as Exhibit "**J**" is a copy of the Charge Transfer dated May 17, 2024.

21. Additionally, CMSC made registrations pursuant to the Ontario *Personal Property Security Act* (the “PPSA”) in respect of 246 and Mr. Patel, which PPSA registrations were subsequently transferred from CMSC to DUCA pursuant to the Assignment Agreement. Attached hereto as Exhibits “K” and “L” are copies of the Enquiry Response Certificates in respect of PPSA searches against 246 and Mr. Patel, with file currency dates of June 4, 2024, and June 9, 2024, respectively.

### C. DEFAULTS OF 246 AND DEMAND FOR PAYMENT

22. On May 22, 2024, I received an email from Nick Ainis, CEO of Fusioncorp Developments Inc. (“**Fusioncorp**”), the “construction manager” for Yeo Towns. Mr. Ainis advised that, among other things, the trades working on Yeo Towns had not been paid in five months. Attached hereto and marked as Exhibit “M” is a copy of the email from Mr. Ainis dated May 22, 2024.
23. On May 23, 2024, DUCA instructed its lawyers, Borden Ladner Gervais LLP (“**BLG**”), to issue a formal demand for payment to 246 and serve a Notice of Intention to Enforce Security (“**NITES**”) pursuant to section 244(1) of the BIA in respect of amounts due and owing to DUCA pursuant to the Credit Facilities, inclusive of interest to date, but excluding costs and expenses, future interest, and liability under or in respect of the LOCs (the “**Indebtedness**”). As of May 23, 2024, the balance of the Indebtedness was \$7,229,618.69. Attached hereto and marked as Exhibit “N” is a copy of the demand letter dated May 23, 2024 to 246 (the “**Demand Letter**”), attaching the NITES.
24. In the Demand Letter, DUCA advised 246 that, among other things, it had committed the following Events of Default under the Commitment Letter:
  - (a) On April 1, 2024, 246 had failed to make payment for interest accrued in respect of the Indebtedness;
  - (b) In connection with the incurrence of costs with respect to the construction of Yeo Towns in excess of the Project Budget, 246 failed to fund such excesses in accordance with the Commitment Letter and Cost Overruns Undertaking;

- (c) 246 had failed to pay property tax to the City of Belleville in respect of the Property, and had accrued tax arrears in the amount of \$3,197.88 (“**Property Tax Arrears**”); and
- (d) On April 12, 2024, 1829816 Ontario Inc. o/a Klaver Masonry & Concrete (“**Klaver**”) had registered Instrument No. HT345522 with the LRO, such instrument granting a lien on the Property in the amount of \$20,876 in favour of Klaver (the “**Klaver Lien**”) pursuant to the *Construction Act*, R.S.O. 1990, c.C.30 (the “**Construction Act**”).

Attached hereto as Exhibits “**O**” and “**P**” are copies of the Tax Certificate from the City of Belleville dated April 23, 2024, and the Klaver Lien dated April 12, 2024, respectively.

- 25. Pursuant to the Events of Default, DUCA demanded immediate repayment of the Indebtedness in full. Further, DUCA has advised 246 that it would take such steps as are necessary or appropriate to obtain payment in full.
- 26. A demand letter dated May 23, 2024 was also sent to Mr. Patel in respect of the Indebtedness pursuant to the Guarantee. Attached hereto and marked as Exhibit “**Q**” is a copy of the demand letter dated May 23, 2024 delivered to Mr. Patel.
- 27. As of June 10, 2024, 246 has accrued Property Tax Arrears in the amount of \$6,471.79, with a further instalment in the amount of \$3,493.38 due on June 26, 2024. Attached hereto as Exhibit “**R**” is a copy of the updated Tax Certificate from the City of Belleville dated June 10, 2024.
- 28. As of June 11, 2024, in addition to the Klaver Lien, eight more liens have been registered with the LRO on the Property pursuant to the Construction Act (each a “**Construction Lien**”):
  - (a) Instrument No. HT347155, registered on May 17, 2024, granting a lien on the Property in the amount of \$23,343 in favour of Rona Inc.;
  - (b) Instrument No. HT347215, registered on May 21, 2024, granting a lien on the Property in the amount of \$189,302 in favour of 1829816 Ontario Inc.;

- (c) Instrument No. HT347517, registered on May 28, 2024, granting a lien on the Property in the amount of \$124,365 in favour of Cambridge Drywall Services Ltd.;
- (d) Instrument No. HT347597, registered on May 29, 2024, granting a lien on the Property in the amount of \$541,799 in favour of 995451 Ontario Inc.;
- (e) Instrument No. HT348001, registered on June 4, 2024, granting a lien on the Property in the amount of \$878,720 in favour of Fusioncorp;
- (f) Instrument No. HT348028, registered on June 5, 2024, granting a lien on the Property in the amount of \$255,652 in favour of Bonwest Limited;
- (g) Instrument No. HT348103, registered on June 6, 2024, granting a lien on the Property in the amount of \$26,552 in favour of Toromont Industries Ltd. (“**Toromont**”); and
- (h) Instrument No. HT348293, registered on June 11, 2024, granting a lien on the Property in the amount of \$65,543 in favour of A. Hewitt and Sons Inc.

Attached hereto as Exhibit “S” is a true copy of the Parcel Register for the Property from the LRO dated June 11, 2024.

- 29. As of June 12, 2024, the balance of the Indebtedness is \$7,449,568.58, inclusive of interest to such date, plus further interest, fees, and costs that continue to accrue from and after June 12, 2024. This information was communicated to the Willian Friedman, the lawyer for 246, in an email dated June 17, 2024 from BLG to Mr. Friedman. Attached hereto as Exhibit “T” is a true copy of the BLG email to Mr. Friedman dated June 17, 2024, which attaches the Statement of Indebtedness.
- 30. As of the date of this affidavit, DUCA has not received payment of the Indebtedness from 246 or Mr. Patel.

#### **D. STATUS OF YEO TOWNS CONSTRUCTION**

- 31. 246’s failure to fund cost overruns with respect to Yeo Towns has caused 246 to default in

- its payment obligations owing to suppliers and contractors. DUCA is concerned that, if 246's payment defaults are allowed to continue, DUCA's security may be compromised.
32. On May 30, 2024, Battlefield Equipment Rentals ("**Battlefield**", being a division of Toromont), delivered a notice (the "**Fencing Notice**") to 246 advising that, on June 3, 2024, Battlefield would attend the Property to collect the fencing that Battlefield had rented to 246, unless 246 were to remit payment to Battlefield for its balance due in the amount of \$26,552.16. Battlefield further advised that it would be 246's responsibility to secure the Property with alternate means. Attached hereto as Exhibit "**U**" is a true copy of the Fencing Notice dated May 30, 2024.
  33. Also on May 30, 2024, Mr. Ainis copied me on his email response to Battlefield regarding the Fencing Notice. In his email, Mr. Ainis wrote: "I don't think it is a good idea to leave the site insecure". Attached hereto as Exhibit "**V**" is a true copy of Mr. Ainis's email dated May 30, 2024 (the "**Battlefield Email**").
  34. By letter dated June 12, 2024 from the lawyers for Fusioncorp Developments Inc. ("**Fusioncorp**"), DUCA was provided with a Statement of Claim issued on June 12, 2024 and a Certificate of Action in respect of a lien advanced by Fusioncorp under the Constructions Act. In the Statement of Claim, Fusioncorp is claiming that 246 is in default of payment of the sum of \$878,720.56 and a declaration that Fusioncorp has priority to other claims, including DUCA's claims. Attached hereto as Exhibit "**W**" is a true copy of the letter dated June 12, 2024, as well as the Statement of Claim and Certificate of Action.
  35. By email dated June 24, 2024, BLG delivered a response to Fusioncorp's counsel. Attached hereto as Exhibit "**X**" is a true copy of the BLG email dated June 24, 2024, to counsel for Fusioncorp.
  36. By email dated June 25, 2024, Fusioncorp's counsel responded to BLG confirming that no defense is required from DUCA at this time and requested that they be advised once the receivership is commenced. Attached hereto and marked as Exhibit "**Y**" is a true copy of the email dated June 25, 2024, from Fusioncorp's counsel to BLG.
  37. Further on June 19, 2024, Craig Laver, with the City of Belleville wrote in an email to Mr.

Patel, with a copy to myself and others, as follows:

Good Afternoon All,

I recently met with Scott on site to discuss the issue with the construction debris, and the nuisance noise caused by the air barrier that is flapping in the wind. The construction site is no longer supervised, and construction has halted. I have reviewed the condition of the site with Michelle Wright, By-law Enforcement Officer with the City of Belleville, and the By-Law section will be evaluating the site for compliance and will follow up with the property owner.

I do want to highlight some concerns (other than the by-law/ property standards issued that Michelle will be addressing) that we have due to the projects being on hold for an indeterminate period. The buildings are not currently weather tight, The condition of the air barrier, nominal wood members, engineered wood products, insulation, drywall- particularly the drywall acting as a fire block or fire separation, and in winter months the concrete, may be adversely affected by the elements. Once construction commences, the Architects and Engineers should be completing a site review to confirm the installed materials on the building are in satisfactory condition for construction to proceed. Please also ensure that the site is kept secured with construction fencing.

I also ask that you keep me apprised with the status of construction over the coming weeks/ months.

Attached hereto as Exhibit “Z” is a true copy of Mr. Laver’s email dated June 19, 2024.

38. By email dated June 24, 2024, I responded to Mr. Laver, expressing DUCA’s position that it shares the concerns raised by the City of Belleville and that DUCA intends to bring an application to the Court for the appointment of a receiver. Attached hereto and marked as Exhibit “AA” is a true copy of my email dated June 24, 2024.
39. By letter dated July 3, 2024, DUCA was copied with a letter from Sioui Mitts Law, counsel to Diamond Electrical Contractors Limited (“**Diamond**”) in respect of a further construction lien advanced against the Property in the amount of \$489,726.18, attaching a copy of the registered Construction Lien. Attached hereto and marked as Exhibit “BB” is a true copy of the correspondence from counsel to Diamond dated July 3, 2024.
40. As of the date of this affidavit, construction of Yeo Towns remains incomplete, and it does not appear that any construction activities are being performed on the Property.

**E. REQUEST FOR THE APPOINTMENT OF KSV RESTRUCTURING INC. AS RECEIVER**

41. 246 is in default of its obligations to DUCA and is unable to repay its indebtedness owing to DUCA.
42. Given the circumstances, DUCA seeks to appoint KSV Restructuring Inc. as the receiver of 246 so that the Receiver can review all options on a go-forward basis and return to the Court to seek appropriate direction under the circumstances, with a view to maximizing the realization on the Property for the benefit of all stakeholders involved.
43. The GSA provides DUCA with the right to appoint a receiver, pursuant to Section 11 thereof.
44. DUCA has lost confidence in the management of 246. If the relief sought is not granted, DUCA is of the view that significant value may be irrevocably destroyed. I am very concerned that the Property, as well as the security held by DUCA are at risk, unless a receiver is appointed by the Court.
45. The defaults by 246 include the non-payment of property taxes in a timely manner, the registration of the Construction Liens, and failure to adequately finance construction of Yeo Towns, all of which place DUCA's collateral at risk.
46. In light of the foregoing, DUCA has significant concerns with respect to the stability of 246 if a receiver is not appointed and if a stay of proceedings is not ordered immediately to ensure that the Receiver is provided with an opportunity to secure the Property for the benefit of all stakeholders.
47. In addition to the matters canvassed in this Affidavit, on June 24, 2024, Mr. Patel sent an email to me requesting information with respect to DUCA's concerns, which I found surprising given the status of the Project. By email dated June 26, 2024, I provided Mr. Patel with a detailed listing of a number of the concerns that led DUCA to the decision to pursue an application to the Court for the appointment of a Receiver, as well as confirming to Mr. Patel that DUCA intended to pursue an application to the Court for the appointment

of a Receiver by the Court. Attached hereto and marked as Exhibit “CC” is a copy of Mr. Patel’s email dated June 24, 2024, as well as my email in response dated June 26, 2024.

- 48. KSV Restructuring Inc. is a licensed insolvency trustee.
- 49. KSV Restructuring Inc. has consented to act as Receiver. Attached hereto and marked as Exhibit “DD” is a copy of the consent of KSV Restructuring Inc. to act as Receiver.
- 50. This Affidavit is sworn in support of an Order for the appointment of KSV Restructuring Inc. as Receiver over the Property of the Debtor and for no other or improper purpose.

SWORN BEFORE ME over video conference this )  
 15<sup>th</sup> day of July, 2024, in accordance with Ontario )  
 Regulation 431/20. The affiant was located in Toronto, )  
 in the Province of Ontario, while the commissioner, )  
 Mariela Adriana Gasparini, was located in Vaughan, in )  
 the Province of Ontario. )

\_\_\_\_\_  
 A Commissioner for taking affidavits  
 LSO Licence No.: P14458

\_\_\_\_\_  
**IVAN BOGDANOVICH**



"This is "Exhibit "A" referred to in the Affidavit of  
IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Richard Gosselin", is written over a horizontal line.

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A Commissioner for taking affidavits



## Profile Report

2460467 ONTARIO INC. as of June 05, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	2460467 ONTARIO INC.
Ontario Corporation Number (OCN)	2460467
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	April 01, 2015
Registered or Head Office Address	29 Idle Ridge Court, Kitchener, Ontario, N2A 3W3, 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 KAMAL PATEL  
Address for Service 29 Idle Ridge Court, Kitchener, Ontario, N2A 3W3, Canada  
Resident Canadian Yes  
Date Began April 01, 2015

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)**

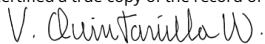
**Name** NICK AINIS  
**Position** Chief Operating Officer  
**Address for Service** 29 Idle Ridge Court, Kitchener, Ontario, N2A 3W3, Canada  
**Date Began** May 07, 2021

**Name** KAMAL PATEL  
**Position** President  
**Address for Service** 29 Idle Ridge Court, Kitchener, Ontario, N2A 3W3, Canada  
**Date Began** April 01, 2015

**Name** KAMAL PATEL  
**Position** Secretary  
**Address for Service** 29 Idle Ridge Court, Kitchener, Ontario, N2A 3W3, Canada  
**Date Began** April 01, 2015

**Name** KAMAL PATEL  
**Position** Treasurer  
**Address for Service** 29 Idle Ridge Court, Kitchener, Ontario, N2A 3W3, Canada  
**Date Began** April 01, 2015

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



Director/Registrar

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**Corporate Name History**

**Name**

2460467 ONTARIO INC.

**Effective Date**

April 01, 2015

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 Business Names

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

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

*V. Quintanilla W.*

Director/Registrar

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

### Expired or Cancelled Business Names

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

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

*V. Quintanilla W.*

Director/Registrar

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

## Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: Kamal PATEL	February 09, 2022
CIA - Notice of Change PAF: KAMAL PATEL - OFFICER	May 10, 2021
Annual Return - 2020 PAF: PATEL KAMAL - DIRECTOR	September 27, 2020
Annual Return - 2019 PAF: PATEL KAMAL - DIRECTOR	December 01, 2019
CIA - Notice of Change PAF: KAMAL PATEL - DIRECTOR	June 07, 2019
CIA - Notice of Change PAF: KAMAL PATEL - DIRECTOR	May 13, 2019
Annual Return - 2018 PAF: PATEL KAMAL - DIRECTOR	October 28, 2018
Annual Return - 2017 PAF: PATEL KAMAL - DIRECTOR	February 11, 2018
Annual Return - 2016 PAF: PATEL KAMAL - DIRECTOR	October 15, 2017
CIA - Initial Return PAF: KAMAL PATEL - DIRECTOR	May 04, 2015
BCA - Articles of Incorporation	April 01, 2015

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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"This is "Exhibit "B" referred to in the Affidavit of  
IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Amanda Payne", is written over a horizontal line.

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A Commissioner for taking affidavits

# CAMERON STEPHENS

## MORTGAGE CAPITAL

November 3, 2022

JayKam Developers Ltd.  
142 Fergus Avenue, Kitchener, ON N2A 2H2  
**Attention:** Kamal (Kam) Patel & Nick Ainis

**Re: Commitment for Mortgage Financing – YEO Towns – 240 Yeomans Street, Belleville, ON**

Cameron Stephens is pleased to advise that it is prepared to offer the following loan facility, subject to the terms and conditions contained herein, including all Schedules attached hereto (collectively, the letter and Schedules are the "Commitment").

- 1. **Borrower** 2460467 Ontario Inc. (the "Borrower")
- 2. **Guarantor(s)** The personal guarantee of Kamal Patel for 100% of the loan amount. (the "Guarantor")

**Note:** The Guarantor is jointly and severally liable with the Borrower for the Commitment Fee.

- 3. **Lender** Cameron Stephens Mortgage Capital Ltd. ("CSMC") (the "Lender")

- 4. **Loan Amount, Structure** Facility 1:  
\$16,000,000 1<sup>st</sup> Mortgage Construction Loan

Facility 2:  
\$200,000 Letters of Credit

(individually, "Facility "1" and Facility "2", respectively;  
All facilities are collectively the "Loan Facility")

- 5. **Purpose of Loan** Facility 1:

To provide 1st mortgage cost-to-complete construction financing for the buildout of 62 stacked townhouses in Belleville, ON. The first advance will be used to repay Existing Debt, fund the first quarterly advance of the Interest Reserve, fund the Commitment Fee, and fund bona fide project costs incurred to date, supported by progress draw reports prepared by the Project Cost Consultant.

Facility 2:

To provide a Standby Letter of Credit Facility.

- 6. **Project and Description** "YEO Towns" being a 2.29-acre site located at 240 Yeomans Street, Belleville, ON. The site is to be improved with a 62-unit stacked townhouse development with 61,726 SF NSA and ~~99~~ parking spaces. The average unit size will be 996 SF and all units are to have two bedrooms and two bathrooms. (the "Project")

93 <sup>DS</sup> 

2460467 Ontario Inc.  
YEO Towns, 240 Yeomans St, Belleville, ON  
November 3, 2022

## 7. Financing Program

Financing Program	Total	Per Unit	P.S.F.	% of Costs
Total Land Costs	\$ 2,306,835	\$ 37,207	\$ 37	10.01%
Development Costs	\$ 957,911	\$ 15,450	\$ 15	4.16%
Construction Costs	\$ 14,307,460	\$ 230,765	\$ 229	62.11%
Construction Management Fee	\$ 725,000	\$ 11,694	\$ 12	3.15%
Escalation Contingency	\$ 410,000	\$ 6,613	\$ 7	1.78%
CSMC Additional Contingency	\$ 250,000	\$ 4,032	\$ 4	1.09%
Selling Costs	\$ 1,377,116	\$ 22,212	\$ 22	5.98%
Soft Costs	\$ 933,884	\$ 15,063	\$ 15	4.05%
Interim Occupancy Revenue	\$ (602,025)	\$ (9,710)	\$ (10)	-2.61%
Interest Costs	\$ 900,000	\$ 14,516	\$ 14	3.91%
Commitment Fee - CSMC	\$ 240,000	\$ 3,871	\$ 4	1.04%
Contingency	\$ 978,818	\$ 15,787	\$ 16	4.25%
Development Management Fee	\$ 250,000	\$ 4,032	\$ 4	1.09%
<b>Use of Funds</b>	<b>\$ 23,034,999</b>	<b>\$ 371,532</b>	<b>\$ 369</b>	<b>100.00%</b>

Sources	Total	Per Unit	P.S.F.	% of Costs
CSMC Construction Loan	\$ 16,000,000	\$ 258,065	\$ 257	69.46%
2nd Mortgage	\$ 575,000	\$ 9,274	\$ 9	2.50%
Purchaser Deposits	\$ 3,868,191	\$ 62,390	\$ 62	16.79%
Deferred Costs	\$ 698,000	\$ 11,258	\$ 11	3.03%
Borrower's Equity	\$ 1,893,808	\$ 30,545	\$ 30	8.22%
<b>Total Source of Funds</b>	<b>\$ 23,034,999</b>	<b>\$ 371,532</b>	<b>\$ 369</b>	<b>100.00%</b>

### Notes:

1. **Deferred Costs** are calculated as follows:

Deferred Costs	Amount
Legal - Closing	\$ 46,500
81% of Sales commissions	\$ 651,500
<b>Total Deferred Costs</b>	<b>\$ 698,000</b>

2. **Borrower's Equity** consists entirely of cash.
3. **Purchaser's Deposits** are based on 61 units of presales and while the Borrower is collecting 20% of deposits, they will only be allowed to use 15% of deposits as part of the Financing Program. (15% of gross revenue based on arm's-length sales, \$25,787,939 per Section 15.  $\$25,787,939 * 15\% = \$3,868,191$ )
4. The Borrower is in the process of arranging the 2nd mortgage. CSMC will allow up to \$750,000 such that the 2nd mortgage can fund associated costs incurred. Financing costs are estimated based on a \$575,000 loan amount with a 24-month term, a 2.00% fee and a 14% interest rate. CSMC will allow the 2nd mortgage to be repaid at any time so long as it is repaid with cash from the Borrower.
5. Interest Reserve is per a Glynn Group Cost Consultant report.
6. \$300M in cash is to be domiciled in an account held by the Lender, which shall be utilized to fund any cost overrun/depletion of contingency. When the Subject Project reaches the occupancy stage, the cash collateral will be released.
7. Development Management Fees are to be paid as equal installments over the term of the loan.

## 8. Interest Rate

### Facility 1:

Interest will accrue at 7.70% / Prime + 2.25% per annum (greater of) (the "**Interest Rate**"). "**Prime**" means the prime rate of interest announced by the Royal Bank of Canada as a reference rate then in effect for determining interest rates on loans in Canada.

Interest on the Loan Facility shall be calculated daily and compounded and payable monthly not in advance based on the number of days that the loan is outstanding.

### Facility 2:

No interest shall accrue on this Facility until the Letters of Credit are drawn upon, in which case such draw amounts shall be converted to direct borrowings under Facility 2 with interest calculated and payable at the same rate as prescribed for Facility 1.

## 9. Closing Date

The closing shall occur no later than 90 days after acceptance of the Commitment/syndication waiver (the "**Closing Date**") unless, prior thereto, the Borrower

2460467 Ontario Inc.  
YEO Towns, 240 Yeomans St, Belleville, ON  
November 3, 2022

and the Lender agree in writing (including by email) that the Closing Date shall be some other date.

If the closing does not take place by the Closing Date and the parties have not agreed in writing to an extension, this Commitment shall terminate at 5:00 p.m. on the Closing Date and the Lender shall have no obligation to make any advance, including the full or initial advance of the Loan Facility after such time and all amounts payable to the Lender under this Commitment shall become immediately due and payable.

**10. Term, Maturity**

The Loan Facility shall be repayable upon demand by the Lender. However, without prejudice to the right of the Lender to demand payment at any time for any reason whatsoever, the Lender acknowledges the Borrower's proposed repayment schedule forecasts the repayment of the Loan Facility, including interest, within **18 months** of the first day of the month following the first advance of funds under the Loan Facility (the "**Maturity Date**"). Subject to neither the Borrower nor the Guarantor having defaulted in any obligations under the Loan Facility or Mortgage during the term described above, at the Lender's option, **two (2) extensions of three (3) months each** may be granted, subject to the payment of Fees (including the Extension Fee).

**11. Commitment Fee**

In consideration for the time, effort and expense incurred by the Lender and its officers and employees in reviewing the financial and other information provided by the Borrower, and in conducting investigations, inspections and other due diligence necessary to prepare and approve the Loan Facility, each of the Borrower and Guarantor jointly and severally agree to pay the lender an evaluation and processing fee of \$240,000 (the "**Commitment Fee**").

The Commitment Fee is deemed fully earned and payable upon the Commitment being executed by the Borrower and Guarantor, whether or not the Loan Facility is advanced, and:

(a) the Borrower and Guarantor acknowledge and agree (i) that the Commitment Fee represents compensation to the Lender for its efforts and expenses, including opportunity costs, associated with the Lender's consideration of the Commitment; (ii) that the Commitment fee is payable ~~regardless of whether the Loan is advanced; and~~ successful completion of the mortgage as evidenced by first financing.

(b) the Borrower and Guarantor acknowledge and agree that if the Borrower fails to close the Loan that the Commitment Fee is fully payable to the Lender <sup>save and except in the event of default by the Lender.</sup>

\$240,000	Total Commitment Fee Due
<u>(\$25,000)</u>	<u>Less payment received through "Good Faith" payment</u>
<b>\$215,000</b>	<b>Commitment Fee balance payable</b>

The Borrower may pay the unpaid balance of the Commitment Fee by 2 instalments, as follows: (i) \$25,000 payable with the return of the signed Commitment, (ii) \$190,000 from the first advance of funds under Facility 1.

Provided, however, that if there is a default by the Borrower under the terms of this Commitment, any unpaid balance of the Commitment Fee shall be paid upon demand.

**12. Payments**

Payments of interest only, payable monthly in arrears from the Interest Reserve Account held by the Lender. Upon full utilization, the Borrower agrees to make payments by way of pre-authorized debits to the Borrower's Project account.

**Note:** Interest Reserve is to be funded on a quarterly basis.

**13. Extension Fee**

Where the Loan Facility is not paid in full by the Maturity Date, the Lender and Borrower may agree upon an extension of time for repayment of the Loan Facility. Any extensions will be in three-month increments. For each extension that is granted by the Lender, an extension fee will be payable, calculated by multiplying the authorized amount of the Loan Facility by 0.25%.

2460467 Ontario Inc.  
YEO Towns, 240 Yeomans St, Belleville, ON  
November 3, 2022

**14. Letter of Credit Fees** 2.75% per annum, payable semi-annually in advance, in addition to a minimum fee of \$250 annually per Letter of Credit, a \$100 administrative charge per amendment, reduction, or cancellation of a Letter of Credit, and a \$350 charge for each Letter of Credit advance, plus the cost of title searches.

**15. Over Holding Fee** If the Loan Facility is not repaid in full, renewed or extended by the Maturity Date, in addition to any other rates, fees and costs to be paid pursuant to this Commitment, the Borrower shall pay to the Lender an over holding fee, calculated daily, not in advance, commencing on the first day after payment of the Loan Facility was due but not paid. The fee is calculated by multiplying 100 basis points by the authorized amount of the Loan Facility and dividing the sum by 365 (the "Over Holding Fee").

The Borrower acknowledges that the requirement to pay the Over Holding Fee is not an extension of the Loan Facility, and the failure to repay the Loan Facility on the Maturity Date, or to obtain a renewal or extension, will be a default by the Borrower under the Commitment and Security, notwithstanding payment of the Over Holding Fee. The Borrower further acknowledges that the Over Holding Fee will be added to the outstanding principal balance of the Loan Facility and that the Security for the Loan also secures the Over Holding Fee.

**16. Other Fees and Expenses** The Borrower shall pay all reasonable legal fees and disbursements in respect of this Commitment, including the preparation, issuance, amendment, renewal or extension of the Security, all reasonable fees and costs relating to appraisals, insurance consultation, environmental reports and consultation, credit reporting and responding to demands of any government or any agency or department thereof, whether or not the documentation is completed or any funds are advanced under this Commitment.

Where the Borrower requests any of the services shown in **Schedule "A"** hereto, or an event occurs as shown therein, the Borrower shall pay the cost shown.

**17. Prepayment** The Borrower may prepay the Loan Facility, subject to the following conditions:

- i. Where the date of payment of the outstanding balance of the Loan Facility is made more than twelve (12) calendar months after the Closing Date, and where the Borrower has met all of its obligations under the Loan Facility and Mortgage, upon receipt of no less than fourteen (14) days' written notice, the outstanding balance of the Loan Facility may be prepaid without prepayment charge.
- ii. Where the date of payment of the outstanding balance of the Loan Facility is made less than twelve (12) calendar months after the Closing Date, such payment shall be subject to a prepayment charge equal to the applicable Minimum Interest Amount. The Minimum Interest Amount means, in respect of any prepayment, a total amount of interest paid to the Lender under the Loan prior to such prepayment of not less than 12 months interest.



**18. Partial Discharges** 100% of Net Closing Proceeds (defined as Sale Price less H.S.T., purchaser deposits received by the lender or utilized in the Project and approved closing costs for legal fees and sales commissions). Following full repayment of Facility 1, 100% Net Closing Proceeds will continue to be collected until such time that the Letters of Credit are fully cash secured.

19. General Terms & Conditions Schedule "E" shall form part of this commitment.  

~~20.~~ **20. Conditions**



**I. Security:**

All indebtedness of the Borrower pursuant to this Commitment will be secured and supported by the documents described below (collectively, the "Security"), each to be in form and substance satisfactory to the Lender and its solicitors, **subject to reasonable changes thereto by borrower's solicitor**  

- 1. Mortgage with a principal amount of \$19,440,000 (1.2x the loan amount for administrative purposes) granting a first fixed charge against the Project.

2460467 Ontario Inc.  
YEO Towns, 240 Yeomans St, Belleville, ON  
November 3, 2022

2. The personal guarantee of Kamal Patel for 100% of the loan amount plus interest and expenses and an assignment and postponement of claims by Guarantor and all shareholders of the Borrower relating to any claims against the Borrower.
3. Joint and several covenants from the Borrower and Guarantor to fund any and all cost overruns in excess of the various components of the Project Budget as set out in the Financing Program as and when such overruns occur and prior to any further funding by the Lender. In addition, the Borrower and Guarantor covenant to continue construction and complete the Project once construction has begun, in accordance with the plans approved by the Lender.
4. Postponement and Permanent Standstill Agreement from the subordinate encumbrancer to be determined relating to a \$750,000 charge secured by the Project in a form and content acceptable to the Lender confirming that they will postpone to any and all advances in respect to the Lender's loan facilities regardless of default. In addition, the said agreement is to confirm that the subordinate encumbrancer agrees to provide free partial discharges in respect to the units in the Project regardless of default. The said postponement shall also confirm that the subordinate encumbrancer will subordinate to all additional advances which may be required to fund any cost overruns over and above the authorized facilities.

**Note:** CSMC will allow a maximum registered second mortgage of \$750,000, however it is understood that \$575,000 of said mortgage will be utilized to balance out the Financing Program and the difference to be utilized to fund further cost overruns if as required.

5. General Security Agreement registered under the Personal Property Security Act Ontario granting a first general assignment of:
  - i. Book Debts, Rents and Leases of the Borrower in respect to the Project.
  - ii. Agreements of Purchase and Sale inclusive of Purchasers' Deposits which are to be injected into the Project to fund costs.
  - iii. All present and after acquired personal property of the Borrower.
  - iv. Construction, supply and consulting contracts related to the Project and specific acknowledged, assignments or acceptable tri-party agreements on those contracts specified by the Lender which may include, but not be limited to, the contracts with the Project architect, engineers, General Contractor and/or Construction Manager, and marketing agents.
  - v. Rights of the Borrower (a) under all building/development permits and the monies paid thereunder, (b) to all plans, specifications and drawings related to the Project.
6. The Lender shall have received an acceptable insurance binder or cover note, to be followed, within 30 days of the issuance of the binder or cover note, with a certified copy of a policy or policies of insurance, satisfactory to the Lender, containing the requirements of Schedule "B" hereto and including evidence of a Comprehensive General Liability Insurance policy for the Project in an amount of not less than \$10,000,000 per occurrence. The Commercial General Liability Policy must reference the project and CSMC is to be added as an additional insured.

Additionally, upon the commencement of construction, the Borrower shall maintain Builder's Risk Insurance, which is satisfactory to the Lender and which incorporates a standard mortgage clause and which names the Lender as first mortgagee and loss payee.

We will require the insurance policy(ies) to be reviewed by an Independent Insurance Consultant, at the Borrower's expense.

7. The Lender's solicitor shall obtain Title Insurance, at the cost of the Borrower, on the Project lands. The Title Insurance policy is to include Extended Super Priority Lien Coverage / Deemed Trust Endorsement, at the cost of the Borrower, on the Project lands.

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- 8. Negative Pledge by Borrower and Guarantor to not repay any shareholder loans, redeem shares, pay out dividends or increase compensation to principals of Borrower or Guarantor until the Loan Facility has been fully repaid.
- 9. Indemnification Agreement in respect to any Letters of Credit issued pursuant to Facility 2. Any draws made under the said Letters of Credit shall be converted to direct borrowings under Facility 1.
- 10. In the event the Lender elects to hold the Borrower's cash on deposit (the "Cash Collateral Account") or term deposits, GICs or the like, from other financial institutions, to secure the Loan Facility generally or specifically the outstanding Letter of Credit exposure, a specific assignment or charge over the cash, term deposit, GIC, as the case may be, will be required.
- 11. Hypothecation and Pledge of all the shares of the Borrower.
- 12. First assignment of all condominium voting rights upon registration of the units in the Project.
- 13. Undertaking from deposit insurer to provide free partial discharges.
- 14. Such other and further security and documentation as ~~may be required~~ <sup>may be reasonably required</sup> by the Lender or its counsel to complete and perfect the Security. (K) <sup>08</sup> 7R

**II. Pre-Funding Deliverables:**

The advance of the Loan Facility, whether by a single advance or multiple advances, is contingent upon compliance and satisfaction with each of the following conditions:

- 1. Confirmation by the Lender's Cost Consultant of satisfactory zoning, receipt of Site Plan Approval and building permit availability to improve the lands as described under the Project.
- 2. All levies, impost fees, local improvement charges, property taxes and other charges affecting the Project due and payable shall have been paid to the date of the first advance of funds unless they are to be funded as part of the first advance.
- 3. The Lender shall have received from an approved appraiser a satisfactory appraisal of the Project confirming a minimum "As-If Complete" project value of \$25,566,268 (Net of HST). Such appraisal report must be accompanied by the Form of Reliance Certificate from the appraiser to the Lender and shall confirm that the Lender and its assigns can rely upon such appraisal for lending purposes.

**Note:** The basis for CSMC's "As-If Complete" project value is as follows:

\$ 26,241,938	Sales Revenue (62 Units / 61,726 SF of NSA)
\$ 180,000	Additional Parking Revenue (9 Stalls)
\$ 493,520	Closing Adjustments (Recoveries)
\$ 310,000	Purchaser Upgrades (Net of Cost)
<u>(\$ 1,659,190)</u>	Less: H.S.T.
<b>\$ 25,566,268</b>	<b>As-If Complete Value</b>

- 4. The Lender and its cost consultant to receive satisfactory confirmation that the Borrower has injected \$1,893,808 of cash equity into the Project, which shall remain invested until such time as the Lender has been fully repaid all principal and interest. Cash equity will be confirmed through a Trial Balance and/or cancelled cheques.
- 5. The Borrower will deposit \$300,000 in cash into a non-bearing interest account held by DUCA Credit Union. If total contingencies drop below 5.00% of costs to complete as determined by the cost consultant, the cash will be utilized to fund cost overruns/depletion of contingency. When the Subject Project reaches the occupancy stage, the cash collateral will be released if it has not been utilized in The Project.

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**Note:** Cash deposited cannot be used to fund cost overruns until after the initial advance of Facility 1.

6. A soils test report (load bearing capacity) by an acceptable professional engineer or such other similar report as is acceptable to the Lender, must be provided, demonstrating to the satisfaction of the Lender and its Cost Consultant that the proposed construction and site improvements of the Project are feasible under existing soil conditions, together with evidence that the construction specifications for the Project provide for construction in compliance with such conditions and with the recommendations, if any, which may be contained in such soils test report. In the case of renovation to an existing structure, the Borrower shall provide evidence satisfactory in form and content to the Lender, from independent engineers, as to the structural integrity of the building and details of any required remediation or upgrading whether for seismic purposes or otherwise. The report must be accompanied by the Form of Reliance Certificate from the consultant to the Lender and shall confirm that the Lender and its assigns can rely upon such report for lending purposes.

**Note:** CSMC will accept the following, subject to Lender review: Geotechnical Engineering Report - JFM Environmental - October 7, 2019. If a reliance letter is not available, CSMC will require an updated report and accompanying reliance letter.

7. The Borrower will obtain at its own expense an environmental audit, from a firm approved by the Lender confirming that in their professional opinion there is no evidence that the site or any structures thereon are contaminated by any environmental hazards and recommending that no further action need be taken or will provide evidence of a remediation plan that will leave the site environmentally acceptable to the relevant Provincial and Federal Agencies and further evidence that said remediation plan is being performed, as budgeted for in the approved Budget and has been formally approved by the Ontario Ministry of the Environment. Such environmental audit must be accompanied by the Form of Reliance Certificate from the consultant to the Lender and shall confirm that the Lender can rely upon such report for lending purposes.

**Note:** CSMC will accept the following, subject to Lender review:

- Delineation Impacted Soil report - A & A Environmental Consultants Inc. - December 16, 2019.
- Phase I Environmental Site Assessment - A & A Environmental Consultants Inc. - May 25, 2020.
- Phase II Environmental Site Assessment - A & A Environmental Consultants Inc. – updated June 16, 2020.

**Note:** If reliance letters are not available, CSMC will require updated environmental reports and accompanying reliance letters.

8. The Borrower shall have provided the Lender with a survey of the Project by an Ontario licensed land surveyor, indicating no encroachments, easements, or rights of way, save those which the Lender may specifically accept and showing the relationship of the lands to public thoroughfares for access purposes.
9. Receipt and satisfactory review of a personal net worth and/or financial statement(s) and CRA Notice of Assessment(s) from the Borrower and each of the Guarantors on CSMC's Standard Form, duly signed and witnessed. In addition, the Lender is to receive satisfactory credit reports for the Borrower and Guarantor, both prior to the initial advance and at any time thereafter, as required by the Lender, until the Loan Facility is fully repaid.

**Note:** CSMC will require Pamata Hospitality Inc. 2021 Financial Statements as a condition of Funding.

10. The Borrower and each additional Covenantor authorize the Lender to make inquiries concerning the character, general reputation, personal characteristics, financial and credit data of the Borrower and each additional Covenantor, including its respective directors, officers, shareholders, and principals, and to verify any



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information provided to the Lender hereunder, all for the purpose of underwriting and servicing the Loan.

11. The Borrower shall have provided evidence in sufficient detail, satisfactory to the Lender and verified by the Lender's Cost Consultant, that the total costs for the Project, including land, hard and soft costs and interest during the construction and the sell-out period shall not exceed \$23,034,999 excluding HST costs as detailed under the Financing Program. This shall include receipt and approval by the Lender and the Cost Consultant, as to both form and content, of a construction management contract and a minimum of 75% fixed price contracts/signed formal construction quotes from all major construction, supply or consulting contractors or a fixed price bonded general contract from a general contractor or contractors approved by the Lender which contract(s) shall be specifically assigned to the Lender as recommended by the Cost Consultant with acknowledgement from the general contractor(s) or shall be the subject of tri-party agreement(s) satisfactory to the Lender.

Without limiting the foregoing, fixed price contracts/signed formal construction quotes are to be in place for the forming concrete work, electrical, plumbing, HVAC, windows and any contract greater than \$500,000.

**Note:** CSMC will allow the contingency to reduce to 5.0% of costs to complete in the Project, as determined by the Cost Consultant before the requirement of additional cash equity, further 2nd mortgage debt above \$575,000 (max \$750,000) or usage of \$300,000 to be held with DUCA Credit Union. Additionally, CSMC will require the project be developed under a CCDC - 5B contract with Fusioncorp Developments Inc.

12. The Borrower and the Project shall be fully registered with a new home warranty provider acceptable to the Lender with all proposed residential units having an assigned registration number, all to the satisfaction of the Lender.

**Note:** Per the Tarion Qualification for Enrolment for the project dated November 23, 2021, the Tarion License will be registered through the borrowing entity, 2460467 Ontario Inc.

13. Receipt and satisfactory review of any cost sharing agreements related to the Subject Project, by the Lender, its cost consultant and legal counsel.
14. The Lender acknowledges that the Borrower will be arranging a second mortgage on the Project in an amount not to exceed \$750,000 and will permit same provided the said mortgagee executes an appropriate priority agreement, acceptable in form and content to the Lender and its legal counsel and all terms and conditions of the second mortgage and related security have been reviewed and approved by the Lender and its legal counsel. Partial discharges of the second mortgage and related security will be required to be delivered to the Lender prior to the first advance of the Loan Facility, with authority to complete and register as necessary, regardless of default thereunder, and without payment to the second chargeholder, until the Lender is fully repaid.

**Note:** CSMC will allow a maximum registered second mortgage of \$750,000, however it is understood that \$575,000 of said mortgage will be utilized to balance out the Financing Program and the difference to be utilized to fund further cost overruns if as required.

15. Receipt and satisfactory review by the Lender and its counsel of all Condominium Disclosure Documents, Parking Agreements, Reciprocal Agreements, sales and rental disclosure statements and standard form Agreements of Purchase and Sale relating to the Project.
16. The Borrower shall have delivered to the Lender for approval and to the Lender's Cost Consultant for its inspection and comment copies of all final signed and sealed plans and specifications upon which the construction costs are based. The Borrower shall also provide to the Lender, at the earliest possible date, for approval by the Lender, copies of site plans, Project floor plans, suite layouts showing furniture layouts to scale and any market survey materials relating to the Project that were not provided prior to the issuance of this Commitment.

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17. The Borrower will not make any changes cumulatively in excess of \$100,000 in the plans and specifications for the Project or the contracts for the construction of the Project, or in the terms of any agreements prejudicially affecting the security of the Lender, without the prior written consent of the Lender.
18. Confirmation by the Lenders Cost Consultant of a minimum of \$25,787,939 in gross sales revenue prior to the first construction advance (indicative of 61-unit sales). Presales are to be firm and arms' length in respect to the units. Each presale shall have a minimum contracted deposit of 15.00%, of which, a deposit representing at least 7.50% of the sale price of each presold unit is to be received prior to the first construction advance and the full contracted deposit received prior to occupancy. The said sale prices to be a minimum of 95% of the list prices approved by the Lender prior to the first advance of funds. The Lender and its Cost Consultant to qualify 50 of these purchasers for mortgage financing or to receive satisfactory confirmation that each of the purchasers has qualified and accepted take out mortgage financing at a financial institution acceptable to the Lender.  
  
**Note:** 50 sales are to be qualified purchasers; defined as providing preapprovals from a Canadian bank or Financial Institution, non-arm's length, not in bulk (2 or more), not corporate or foreign purchasers.
19. Satisfactory review of deposit insurers Commitment Letter.  
  
**Note:** CSMC will accept the Deposit Insurance letter from Westmount Guarantee dated July 4, 2022, subject to Lender review.
20. Receipt and satisfactory review of the Agreement of Purchase and Sale with respect to the original acquisition of the Project lands (and any subsequent amendments or side letters related thereto).
21. Receipt and satisfactory review of a completed Identification Verification and Attestation Form and all applicable documents, as required under Federal Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations.
22. Confirmation by the Lenders Legal Counsel that the Borrower has no active legal suits, namely that the contractual dispute with Khalid Yusuf has been settled.
23. Receipt and satisfactory review by the Lender of the Commitment Letter for subordinate debt.
24. Such other information the Lender may reasonably require.
25. Loan disbursements shall take place only on title to the Project being acceptable to our solicitors and all matters in connection with the Security and other documentation deemed necessary or advisable by our solicitors being complied with by the Borrower and the Guarantors and all Security and other instruments and agreements to evidence and secure the Loan Facility are duly executed, with evidence of registration where applicable.
26. The Lender shall require a satisfactory opinion and report from its solicitors indicating, among other things, the validity, enforceability and priority of all Security and the state of title of the Project.
27. The Lender shall require a satisfactory opinion and report from its solicitors regarding any encumbrances, financial charges or claims registered or to be registered against the Project.
28. The Lender shall require evidence of all corporate authorities together with an opinion of the Borrower's counsel as to usual matters such as corporate authorities, the absence of litigation, the delivery of the Security, and the execution of all Security listed above.

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29. The additional conditions shown in Schedule "D" hereto.

### III. Availability

#### Facility 1

1. All advances to complete the construction of the Project shall be funded on a cost to complete basis supported by satisfactory inspection certificates, and in amounts not less than \$100,000 and not more frequently than once per month. The Interest Reserve Account will be funded on a quarterly basis. The outstanding balance of all advances under the Loan Facility are, at all times, not to exceed \$16,000,000.
2. All requests for advances shall in writing include the following, each in a form and substance satisfactory to, and subject to inspection by the Lender;
  - (i) Details of costs in place and references to the Budget.
  - (ii) Certificate from the Lender's Cost Consultant indicating:
    - a) Cost of work in place;
    - b) That the work to date is in accordance with the plans and specifications previously submitted to the Lender;
    - c) Interest, the amount of holdbacks and cost to complete; and
    - d) Estimated completion date.
  - (iii) Report from the Lender's legal counsel showing clear title.
3. Accumulated advances shall at no time exceed the cost of work in place less Borrower's Cash Equity of \$1,893,808, the 2nd mortgage, deposits utilized in the Project, prior charges, and holdbacks as required under applicable provincial lien legislation. In addition, the cost to complete net of deferred costs and deposits to be received shall at no time exceed the unadvanced portion of funds under the Facility.
4. The Lender reserves the right in its sole discretion, to make progress advances directly to the subtrades and/or suppliers, if the Borrower is in default or if advances are being diverted from the project. For each advance, the Borrower shall sign a Statutory Declaration satisfactory in substance to the Lender's legal counsel confirming that all loan proceeds are being used solely to pay for payables in respect to the Project, which are being financed by the Lender pursuant to the various Loan Facilities provided for in this Letter of Commitment (e.g. third-party hard construction cost payables only), and for no other purposes whatsoever, either in respect to the Project or otherwise. Any use of any such funds for any purpose, either within the Project, or otherwise, except as set out herein, shall constitute a default of this Loan.

### IV. Positive Covenants

1. *To Pay Fees.* The Borrower and the Guarantor jointly and severally agree to pay all Fees required pursuant to this Commitment on the dates required by this Commitment.
2. *Comply with Law.* The Borrower agrees to comply with all applicable federal, provincial and municipal laws, statutes, regulations, rules, by-laws orders, permits, licenses, authorizations, approvals, and all applicable common law or equitable principles, whether now or hereinafter in force pertaining to the Project, the Borrower and the Guarantor.
3. *Title.* The Borrower shall defend title to the Property and the Project for the benefit of the Lender against any action, proceedings, or claims.
4. *Permits.* Where the Loan Facility is intended to finance improvements to the Property, the Borrower has or will obtain prior to the commencement of construction, all permits, agreements, licenses, authorizations, or approvals (collectively, "**Permits**") necessary to permit the lawful construction, occupancy, operation and use of the Property, it shall maintain such Permits in good standing

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and in full force and effect, and shall not terminate, amend or waive any of its rights under any Permits without the Lender's prior written consent; and it is not aware of any proposed changes or any notices or proceedings relating to any Permits, including pending cancellation or termination thereof. The Borrower shall promptly notify the Lender of any changes, notices or proceedings that may arise.

5. *Insurance.* The Borrower will maintain continuous and uninterrupted insurance coverage in accordance with the requirements contained in **Schedule "B"** from the Closing Date until such time as the Lender confirms that the Loan Facility is paid in full and that it releases any interest it has in the Security.
6. *Project Bank Account.* The Borrower must establish a separate bank account at a financial institution acceptable to the Lender through which all advances and disbursements shall be made in respect to the Project.
7. *Ongoing Financial Disclosure and Reporting.* The Borrower and the Guarantor will provide:
  - i. within one-hundred and eighty (180) days of each fiscal year end during the term of the Loan Facility, **accountant prepared** financial statements and CRA Notice of Assessment(s) for the Borrower and each corporate Guarantor;
  - ii. annually, updated financial statements and/or net worth statements for each Guarantor, a statement evidencing that property taxes for the Project are up to date, a certificate or binder evidencing insurance for the Project (or upon any change to insurance coverage being made, immediately following that change), a Client Information Form;
  - iii. such other financial and supporting information as the Lender may request.
8. Sales Reports by the 15<sup>th</sup> of each month in form and content satisfactory to the Lender, including copies of accepted sales agreements. Additions/Deletions and amendments from the previous month are to be highlighted;
9. *HST.* The Borrower and the Guarantor accept full responsibility for remittance and payment of any and all HST due pursuant to the Project, submission of HST credits or claims, and will provide monthly accounting of same to the Lender upon request.
10. *Letters of Credit.* The Borrower agrees that if the Lender is called upon to issue or to cause to be issued Letters of Credit as part of this Loan Facility, then the Borrower will be required to publish the date of substantial completion of the Project in an appropriate trade publication.
11. *Right to Inspect.* The Borrower acknowledges that the Lender may inspect or cause its cost consultant to inspect the Project at any time, at the expense of the Borrower.
12. If at any time during construction the actual costs incurred exceed the costs budgeted and approved by the Lender, the Borrower shall immediately so notify the Lender and if the Lender shall conclude that the aggregate undisbursed balance of the Loan Facility shall be or become insufficient to pay for the completion of construction of the Project and all expenses and charges in connection therewith, the Borrower shall contribute the amount of such excess toward the Project before any further disbursements of the Loan Facility shall be made by the Lender.
13. If a lien is filed against the Project or if the Borrower, a Guarantor or Lender receives notice that one is about to be filed, then, in addition to any other remedies it may have, the Lender shall not be required to make any further advance until such time as the said lien has been discharged.

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14. *Right of Offset and Pre-Authorized Debit.* All appraisal, engineering, inspection, title, survey, legal, insurance review and other customary underwriting, inspection, securing or enforcement expenses of the Lender, shall be paid by the Borrower and may at the Lender's option be deducted from an advance under the Loan Facility. The Borrower hereby irrevocably directs and authorizes the Lender to pay such expenses and costs, together with any outstanding balance of the Commitment Fee, or any other amount due to the Lender, from and out of any advance of funds under this Loan Facility, in the event the same have not been paid at the time thereof.
15. *Indemnification.* The Borrower and the Guarantor shall indemnify and save harmless the Lender, 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 this Commitment and the Security, any letters of credit or letters of guarantee issued, 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 Commitment and the Security. In addition to any liability imposed on the Borrower and any Guarantor under any instrument evidencing or securing the Loan Facility, the Borrower and Guarantor shall be liable for any and all of the Lender's costs, expenses, damages or liabilities, including, without limitation, all legal fees on a solicitor and own client basis, 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 Borrower and the Guarantor set forth in this subparagraph:
  - i. Are separate and distinct obligations from other obligations of the Borrower and the Guarantor;
  - ii. Survive the payment and satisfaction of their other obligations and the discharge of the Security from time to time taken as security therefore;
  - iii. Are not discharged or satisfied by foreclosure of the charges created by any of the Security; and
  - iv. Shall continue in effect after any transfer of the land including, without limitation, transfers pursuant to foreclosure proceedings (whether judicial or non-judicial) or by any transfer in lieu of foreclosure.
16. *Canadian Anti-Money Laundering Legislation.* The Borrower and Guarantor acknowledge that, pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" laws (collectively, including any guidelines or orders thereunder, "AML Legislation", the Lender may be required to obtain, verify and record information regarding the Borrower and Guarantor and their respective directors, authorized signing officers, direct or indirect shareholders or other Persons in control of the Borrower and Guarantor, and the transactions contemplated hereby. The Borrower and Guarantor shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by the Lender, in order to comply with any applicable AML Legislation, whether now or hereafter in existence.

#### V. Negative Covenants

1. *No subsequent financing, liens.* The Borrower will not grant any pledge or otherwise encumber its interest in the Project (or any collateral property, if applicable), and no liens against the Project shall be created, issued, or incurred or permitted to exist without the prior written consent of the Lender in its sole discretion.

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2. *Borrower may not convey its interest.* The Borrower may not sell, transfer, assign, pledge or convey its interest in the Project or part thereof without the express written consent of the Lender.
3. *No Assignment.* The Borrower may not assign this Commitment or any of its rights or interest hereunder, or delegate any obligations to be performed hereunder, without the prior written consent of the Lender. Any attempted assignment or delegation in contravention of this section is null and void and of no force or effect.
4. *Voting Structure.* The voting control of the Borrower shall not change without the prior written consent of the Lender.
5. *Confidentiality.* The Borrower and the Guarantor acknowledge and agree that the terms and conditions recited herein are confidential between themselves and the Lender, its lawyer, cost consultant, insurance consultant and project monitor. The Borrower and the Guarantor agree not to disclose the information contained herein to a third party, other than their lawyer, without the Lender's prior written consent.



**VI. General Terms & Conditions:**

1. *Joint and Several.* The obligations of the Borrower and any Guarantor shall be the joint and several obligations of each such person or corporation comprising the Borrower or Guarantor unless otherwise specifically stated herein.
2. *Sales of Units in the Project.* All purchasers and contracts of purchase and sale shall be satisfactory to the Lender and shall be for prices not less than the minimum prices set out in Schedule "C". The prices shall, unless and until revised by agreement, be set at 95% of the Lender's approved, appraised value of each unit. The Lender must be satisfied that all purchasers and offers to purchase are bona fide and that the purchasers must have the capabilities to fulfill their obligation to close and, where required, that purchasers have firm take-out loan commitments, at fixed rates, for durations sufficient to comply with the Project's timetable for delivery of the completed units.
3. *Assignment/Syndication, Disclosure.* The Commitment and Security or any interest therein may be assigned or syndicated by the Lender, in whole or in part, without the consent of the Borrower or Guarantor. The Borrower and the Guarantor consent to the disclosure by the Lender to any such prospective assignee or participant of all information and documents regarding the Loan Facility, the Project, the Borrower, and the Guarantor within the possession or control of the Lender.
4. *Erect a sign.* The Lender shall have the irrevocable right to erect a sign on the Project, at its own expense, indicating it has provided the financing on the Project during the period for which the financing or any portion thereof remains outstanding. The Lender may also refer to this Project in its advertising at any time after the first advance under the Loan Facility.
5. *Right of First Refusal - Future Funding.* The Lender shall have a right of first refusal to finance or arrange financing for any subsequent phases of development of which the Project forms a part, or any further development to be developed on the lands adjacent thereto and shall be given the first opportunity and a reasonable period of time, after delivery to the Lender of all reasonably requested information, to provide a commitment to fund such further development.
6. *Privacy Legislation and Consent.* The Borrower and the Guarantor hereby (i) authorize the Lender to collect and use Personal Information to assess the ability of the Borrower and Guarantor to meet their financial obligations under the Loan Facility, including obtaining credit and other reports as required; (ii) grant the Lender permission to obtain, disclose, exchange Personal Information on an on-going basis with credit reporting agencies, prospective investors in the Loan Facility and financial institutions, their agents, or service providers, in order to

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determine and verify continuing eligibility for the Loan Facility and continuing ability to meet financial obligations; and (iii) agrees that this use, disclosure and exchange of Personal Information will continue until the date all obligations of the Borrower and Guarantor to the Lender are satisfied in full. **"Personal Information"** is all of the Borrower's or Guarantor's information that was collected by or delivered to the Lender in connection with this Commitment, and any information obtained by the Lender from time to time thereafter. To view our privacy policy, please go to <https://www.cameronstephens.com/privacy-policy-disclaimer>.

7. *Counsel for Lender.* The Lender's lawyer will be:

	<b>Name</b>	<b>Firm</b>	
	<del>Richard Rotshin</del>	<del>Fogler, Rubincoff LLP</del>	Garfinkle Biderman LLP 1 Adelaide St E, Toronto, ON M5C 2V9, Canada
	Avrom Brown	77 King St W Suite 3000, Toronto, ON M5K 1G8 Canada	

8. *Counsel for Borrower.* The Borrower's lawyer will be:

	<b>Name</b>	<b>Firm</b>
	<del>Adam Lebow</del>	Owens Wright LLP
	<u>apigott@owenswright.com</u>	
	<u>Alebow@owenswright.com</u>	<u>416-848-4736 416-484-8668</u>
	Email	Telephone

9. *Cost Consultant.* The Lender's cost consultant will be:

**Company**  
Glynn Group  
1300 Cornwall Rd Unit 104, Oakville, ON L6J 7W5  
(905) 815-0102

10. *No waiver.* No term or requirement of this Commitment may be waived or varied orally or by any course of conduct of the Borrower or anyone acting on its behalf or by any officer, employee or agent of the Lender. Any alteration or amendment to this Commitment must be in writing and signed by a duly authorized officer of the Lender and accepted by the Borrower and Guarantor. The waiver by the Lender of any breach or default by the Borrower of any provisions contained herein shall not be construed as a waiver of any other or subsequent breach or default by the Borrower. In addition, any failure by the Lender to exercise any rights or remedies hereunder or under the Security shall not constitute a waiver thereof.

11. *Governing law.* The Commitment and Loan Facility shall be governed by and construed under the laws of the Province in which the mortgaged lands and the Project are situate.

12. *Severability.* The Borrower and the Guarantor agree that if any one or more of the provisions contained in this Commitment 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 and this Commitment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13. *Time.* Time is of the essence in this Commitment.

14. *No Merger.* The representations, warranties, covenants and obligations herein set out shall not merge or be extinguished by the execution or registration of the Security but shall survive until all obligations under this Commitment and the Security have been duly performed and the Loan Facility, interest thereon and any

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other moneys payable to the Lender are repaid in full. In the event of any inconsistency or conflict between any of the provisions of the Commitment and any provision or provisions of the Security, the Commitment will prevail, and the failure to include any term in the Security that is set out in the Commitment shall not be an inconsistency.

- 15. *Limitation of Liability.* Neither the Lender nor any of its investors nor any of their respective assets shall be subject to any actions, proceedings, losses, damages, liabilities, claims, demands, costs or expenses of any kind or nature made by or on behalf of the Borrower and/or Guarantor arising from or relating to, directly or indirectly, the Loan Facility, including the making or administration of the Loan Facility or any default or other act or omission by the Lender or its investors under or relating to the Loan Facility or any of the Loan Facility documents, and the Borrower and Guarantor hereby agree to indemnify and save the Lender and its investors harmless from and against all such matters.
- 16. *Entire Agreement.* This Commitment, when signed, represents the entire agreement between the parties hereto and supersedes all prior agreements, representations, warranties or understandings between the parties whether written or verbal. Any amendment, variation or alteration of this agreement must be done in writing and be executed by a properly authorized representative of the Lender.
- 17. *Enurement.* This Commitment is binding upon the Parties and shall enure to the benefit of the legal successors and permitted assigns of the Parties.
- 18. *No Entitlement to Interest.* The Borrower shall not be entitled to receive any interest or other investment earnings on any reserve or deposits held by or on behalf of the Lender, whether or not earned or arising from time to time.



**21. ~~20.~~ Representations and Warranties of the Borrower and Guarantor:**

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
- 1. *Generally.* The Borrower and the Guarantors represent and warrant and will execute documentation attesting that there has been no material adverse change in the financial condition or operations of either the Borrower or Guarantor, as reflected in the financial statements used to evaluate the application for credit; no pending adverse claims; no outstanding judgments; no defaults under other agreements relating to the Project; preservation of assets; no undefended material actions, suits or proceedings; payment of all taxes; no consents, approvals or authorizations necessary in connection with documentation; compliance of construction of Project with all laws; that it will substantially complete the Project in accordance with plans and specifications; to obtain all necessary approvals for construction and use of the Project; no other charges against mortgaged lands except permitted encumbrances; all necessary services are available to the Project; no pollutants, dangerous substances, liquid waste, industrial waste, toxic substances, hazardous wastes, hazardous materials, hazardous substances, or contaminants have been or will be manufactured, used, stored, discharged or present on the mortgaged lands, and the mortgaged lands are not currently the subject of remediation or clean-up, there has not been and is no prior, existing, or threatened investigation, action, proceeding, notice, order, conviction, fine, judgment, claim directive or lien of any nature or kind against or affecting the Project relating to environmental laws, and the Borrower shall warrant such other reasonable matters as Lender or its legal counsel may require.
- 2. *Purpose of the Loan Facility.* The Borrower and the Guarantor represent and warrant that the Loan Facility is for the Borrower's benefit, to be used solely to fund the Project purpose indicated in this Commitment.
- 3. *Completeness of information provided.* The Borrower and the Guarantor represent and warrant that all information provided to the Lender with respect to the Project, the Borrower, the Guarantor, and contained in the Security is complete, accurate and true.





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
<sup>DS</sup>  
TR 

4. *Residency Status.* The Borrower represents and warrants that it is not now a non-resident of Canada within the meaning of the Income Tax Act (Canada) and covenants that it will not become a non-resident of Canada at any time prior to the discharge of the Mortgage and the Security.

<sup>DS</sup>  
TR 

22. ~~X~~ **Events of Default:** shall cure within 5 business days of <sup>DS</sup> TR  within 10 business days for Borrower ~~should have right to cure on at least 15 days written notice on monetary and non monetary default(s)~~ 

Without limiting the entitlement of the Lender to demand repayment of the Loan Facility at any time, or any other rights of the Lender under this Commitment that are repayable upon demand, upon the occurrence of any one of the following events (each an “**Event of Default**”), the obligation of the Lender to make any further advances under the Loan Facility shall terminate immediately and the Lender may, by written notice to the Borrower, declare all of the unpaid principal, accrued interest or costs of the unpaid Loan Facility immediately due and payable, whereupon the same shall become due and payable forthwith, and the Lender may exercise any and/or all remedies available to it at law or in equity or as contemplated in this Commitment:

1. The Borrower fails to make any payment of interest or principal or other amount payable to the Lender pursuant to this Commitment, including the Commitment Fee, or the Security when it is due;
2. If there is a default or breach of any covenant, condition or term contained in this Commitment or the Security;
3. If there has been any material discrepancy or inaccuracy in any information, statements, representations or warranties made or furnished to the Lender by or on behalf of the Borrower, or if any of them fail to furnish information required to substantiate the original representations made to the Lender;
4. Any bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for the relief of debtors are instituted by or against the Borrower;
5. All or any portion of the mortgaged lands are expropriated;
6. The mortgaged lands are subject to a restraint order under the *Controlled Drugs and Substances Act* (Canada) or similar order under any law, or the Borrower or any other person uses or has used the mortgaged lands or the Project for any purpose in violation of that act; or
7. There occurs or is reasonably likely to occur, in the ~~sole discretion~~ <sup>reasonable opinion</sup>  <sup>DS</sup> TR  of the Lender, a change that has or could be reasonably expected to have a material adverse effect on: (i) the value or marketability of the Project or the Property (including, without limitation, the physical, environmental, or financial condition of the Property), or (ii) the financial or other condition of any Borrower or Guarantor or their ability to observe and perform any of their respective covenants and obligations hereunder.

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**If the terms and conditions of this Commitment, including all Schedules attached hereto, are acceptable, please so indicate by signing the Acceptance of Mortgage Commitment and returning a complete copy (including all Schedules) to the writer's attention by November 10, 2022.**

If a fully executed copy of the Commitment is not accepted and delivered to the Lender by November 10, 2022, this Commitment shall be null and void.

Please ensure that the Commitment Fee is provided in accordance with Section 11.

Yours very truly,

Cameron Stephens Mortgage Capital Ltd.

DocuSigned by:  
*Stephen Scott Cameron*  
288DD0EFE3434B0

Scott Cameron  
Chairman & CEO

DocuSigned by:  
*Tim Ryder*  
219C8189C9414C7...

Tim Ryder  
Vice President, Underwriting & Inv. Mgmt.

DocuSigned by:  
*Giuliana Mauro*  
4891BA1CF8F8447...

Giuliana Mauro  
Vice President, Funding & Loan Servicing

DocuSigned by:  
*Kevin Marthinsen*  
AD35C4D9DDEE24E4

Kevin Marthinsen  
Senior Director, Mortgage Origination

**Acceptance of Mortgage Commitment**

By signing below, the Borrower and Guarantor acknowledge that they: (i) had sufficient time and opportunity to review, consider and obtain any desired independent legal advice with respect to the terms and conditions of the Commitment, including all Schedules thereto; (b) have read and understands the terms, conditions and obligations of the Commitment; and (c) voluntarily accept the Commitment.

Signed this 7 day of November, 2022.

2460467 Ontario Inc. (in its capacity as **Borrower**)

Per:



Print Name: Kamal Patel  
I have authority to bind the corporation



Kamal Patel  
(in his/her capacity as **Guarantor**)

\_\_\_\_\_  
Witness:

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**Schedule "A" – Additional Fees Payable by the Borrower**

**All fees are exclusive of Sales Taxes.**

Description	Estimated Fee	Comments
Mortgage statement for information or discharge purposes; billing statement	\$50	Per statement.
Title search (per PIN)	Actual cost, without mark-up.	For title searches conducted after the Mortgage is advanced to ensure compliance with terms of the Commitment and Mortgage.
NSF Cheque or failed debit under EFT plan	\$ 100	Per occurrence.
Advance Fee	\$350	At the time of any advance, per advance.
Demand Letter and Bankruptcy and Insolvency Act Notification	The Lender's cost, without mark-up.	Per occurrence.
Final or Partial Discharge of Mortgage	\$550, plus registration costs.	Per discharge document or registered instrument.
Tax Certificates	\$50 administrative fee, plus the cost of the certificate, without mark-up.	Per certificate.
Amendment Fee	\$3,000	Per amendment document. <b>Note: Fees outlined relate to minor "administrative nature" amendments only. Should there be a material loan amendment, fees will be assessed on a case-by-case basis.</b>
Ad hoc services requested by the Borrower	\$150 per hour, plus expenses without mark-up.	Provided at the Lender's discretion following a written request by the Borrower.
Annual Review Fee	\$1,500	Per occurrence, starting September 2023.

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**Schedule "B" - Insurance Requirements**

**HAZARD INSURANCE I**

**PROPERTY UNDER CONSTRUCTION**

It is clearly understood and agreed that the insurance requirements contained herein are a minimum guide and, although they must be adhered to throughout the life of the Mortgage, they in no way represent the Lender's opinion or advice as to the full scope of insurance coverage a prudent Borrower would arrange to adequately protect its interest.

If the Borrower fails to take out or to keep in force or provide the Lender with evidence of such minimum insurance as is required hereunder, then the Lender may, but shall not be obligated to, take out and keep in force such insurance for the benefit of the Lender, at the immediate sole cost and expense of the Borrower.

**A GENERAL CONDITIONS:**

1. All insurance policies shall be in a form and with insurers reasonably acceptable to the Lender. Deductibles, where used, will be allowed only as they may be reasonably acceptable to the Lender.
2. The Mortgagor will provide the Lender with satisfactory evidence that the required insurances are in place.
3. **The Lender retains the right to update and change the requirements at any time during the term of the mortgage agreement.**
4. The Mortgagor shall be a Named Insured on all policies.
5. All losses will be payable to the Lender as First Mortgagee and Loss Payee and the policies will include an Insurance Bureau of Canada Standard Mortgage Clause.

If there is currently a First Mortgage on the property, then the Lender will show as Mortgagee and Loss Payee as their interest may appear, until the insurer has received a release of interest from the prior lender at which time the policies will be endorsed to show the Lender as First Mortgagee and Loss Payee.

6. The policy shall contain a clause that the Insurer will neither terminate nor alter the policy to the prejudice of the Lender except by registered letter to the Lender giving notification of at least thirty (30) days. The Mortgagor will replace any terminated policy providing similar coverage with no cessation in coverage.
7. In no event shall the amount of insurance under Section B or C be less than the full contract price of the project including reasonable soft costs.

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**HAZARD INSURANCE REQUIREMENTS**  
**PAGE 2**  
**CONSTRUCTION PERIOD**

**B - PROPERTY INSURANCE:**

The Mortgagor will insure and keep insured for the full term of the construction period:

1. All-Risk Builder's Risk Form in the full amount of the estimated completed construction cost.
2. To include Flood, Earthquake and Sewer Back Up
3. The policy shall allow for partial or complete occupancy

**C – EQUIPMENT BREAKDOWN INSURANCE (BOILER AND MACHINERY)**

The Mortgagor will also maintain Equipment Breakdown Insurance to cover all building equipment and machinery (and production machinery, if applicable) for explosion, electrical loss or damage and mechanical breakdown. Such coverage shall include testing.

**D – BUSINESS INTERRUPTION INSURANCE:**

The Mortgagor will effect and maintain Business Interruption Insurance on the form known as Delayed Income, (or its equivalent) for loss resulting from those perils covered by the insurance described above in Sections (B) and (C). The period of indemnity will not be less than twelve months. The coverage will provide for not less than 100% of such loss of profits or rent.

**E – LIABILITY:**

The Mortgagor will effect and maintain Public Liability Insurance in an amount of not less than \$10,000,000, per occurrence, on either a Comprehensive General Liability or Commercial General Liability basis. The policy will name the Mortgagee as an Additional Insured (but only in respect to liability arising out of the operations of the Mortgagor).

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### Schedule "C" – Minimum Selling Prices

Lot No	Status	Unit Size (sq.ft.)	Unit Type	Gross Purchase Price	HST	Net Purchase Price	Client Name
1	Sold	990	A1 End	\$ 406,999	\$ 22,755	\$ 384,244	Harpreet Kaur Gill & Harbhajan Singh Gill
2	Sold	830	A2 End	\$ 382,999	\$ 19,937	\$ 363,062	Hemalkumar Nanalal Shah and Utpal Amin
3	Sold	1,096	A3 End	\$ 426,999	\$ 25,198	\$ 401,801	Jilju Varghese
4	Sold	1,010	A4 End	\$ 424,999	\$ 24,874	\$ 400,125	Thomas Abraham (Paradize Properties Inc.)
5	Sold	966	A1 Interior	\$ 401,999	\$ 22,168	\$ 379,831	Shiv Kumar Pandey & Jaya Pandey
6	Sold	806	A2 Interior	\$ 401,999	\$ 22,168	\$ 379,831	Kiritkumar Balu Modi & Vishal Modi
7	Sold	1,069	A3 Interior	\$ 421,999	\$ 24,515	\$ 397,484	Jishang Ajaykumar Tailor, Vedant Ajaykumar Tailor
8	Sold	989	A4 Interior	\$ 419,999	\$ 24,281	\$ 395,718	13818187 Canada Inc. (Chandanpreet Brar, Amanpreet Brar)
9	Sold	966	A1 Interior	\$ 401,999	\$ 22,168	\$ 379,831	Jaskaran Sidhu
10	Sold	806	A2 Interior	\$ 401,999	\$ 22,168	\$ 379,831	Manan Shah
11	Sold	1,069	A3 Interior	\$ 441,999	\$ 24,515	\$ 417,484	Keylin Tatiana Arevalo Haar
12	Sold	989	A4 Interior	\$ 419,999	\$ 24,281	\$ 395,718	Cheroliyil Abdul Rahiman Rasiya and Akbarudeen Sainulabdeen
13	Sold	990	A1 End	\$ 406,999	\$ 22,755	\$ 384,244	Jahnvi Shah, Mehul Shah
14	Sold	830	A2 End	\$ 382,999	\$ 19,937	\$ 363,062	Rameshbhai J Patel
15	Sold	1,096	A3 End	\$ 441,999	\$ 27,624	\$ 414,375	Kaushik Chotalia (2846411 Ontario Inc.)
16	Sold	1,010	A4 End	\$ 424,999	\$ 24,874	\$ 400,125	Muralidhar Namala and Swapna Namala
17	Sold	990	A1 End	\$ 426,999	\$ 25,198	\$ 401,801	Sundeep Kaur Shergill & Sukhwinder Kandhola & Karamjit K. Kandhola & Hardip Kaur Deol
18	Sold	830	A2 End	\$ 421,999	\$ 24,515	\$ 397,484	Sachinkumar Patel (13817474 Canada Inc.)
19	Sold	1,096	A3 End	\$ 426,999	\$ 25,198	\$ 401,801	Pushpinder Singh Brah
20	Sold	1,010	A4 End	\$ 424,999	\$ 24,874	\$ 400,125	Ajaydeep Singh Grewal
21	Sold	966	A1 Interior	\$ 401,999	\$ 22,168	\$ 379,831	Jayminibahen Patel & Samir Patel
22	Sold	806	A2 Interior	\$ 416,999	\$ 23,928	\$ 393,071	Dhvani Darshil Khajanchi & Darshil Hemendrakumar Khajanchi
23	Sold	1,069	A3 Interior	\$ 421,999	\$ 24,515	\$ 397,484	Amarjit K Dhaliwal
24	Sold	989	A4 Interior	\$ 419,999	\$ 24,281	\$ 395,718	Sanjay Kumar Arora
25	Sold	966	A1 Interior	\$ 401,999	\$ 22,168	\$ 379,831	Yogeshkumar Patel
26	Sold	806	A2 Interior	\$ 401,999	\$ 22,168	\$ 379,831	Akshay Kaushik Patel and Manishkumar Patel
27	Sold	1,069	A3 Interior	\$ 421,999	\$ 24,515	\$ 397,484	Ravneet Kaur Grewal
28	Sold	989	A4 Interior	\$ 419,999	\$ 24,281	\$ 395,718	William Asante
29	Sold	966	A1 Interior	\$ 401,999	\$ 22,168	\$ 379,831	Kanwal Kaur Bhatti
30	Sold	806	A2 Interior	\$ 401,999	\$ 22,168	\$ 379,831	Gurman Kaur Malhi
31	Sold	1,069	A3 Interior	\$ 421,999	\$ 24,515	\$ 397,484	Sharan Dhillon and Ramandeep Kaur Sidhu
32	Sold	989	A4 Interior	\$ 419,999	\$ 24,281	\$ 395,718	Ravinder Kaur
33	Sold	1,231	B1 End	\$ 491,999	\$ 35,363	\$ 456,636	Rakeshbhai M Patel
34	Sold	1,311	B2 End	\$ 479,999	\$ 33,772	\$ 446,227	Yadwinder Singh Sandhu & Kamaljeet Bains
35	Sold	1,231	B1 End	\$ 458,999	\$ 30,375	\$ 428,624	Janvi Rajeshbhai Patel
36	Sold	1,311	B2 End	\$ 463,999	\$ 31,183	\$ 432,816	Hetal Patel (13788814 Canada Inc)
37	Sold	966	A1 Interior	\$ 411,999	\$ 23,341	\$ 388,658	Michelle Yan & Janet Elizabeth Ballard
38	Sold	806	A2 Interior	\$ 401,999	\$ 22,168	\$ 379,831	Jagjit Singh Gill and Sharan Dhillon
39	Sold	1,069	A3 Interior	\$ 431,999	\$ 26,007	\$ 405,992	Mahawinder Singh & Paramveer Singh Sidhu
40	Sold	989	A4 Interior	\$ 429,999	\$ 25,683	\$ 404,316	Tracy-ann S Reid & Karen Merriot
41	Sold	966	A1 Interior	\$ 431,999	\$ 26,007	\$ 405,992	Christine Y Lafleur
42	Sold	806	A2 Interior	\$ 411,999	\$ 23,341	\$ 388,658	Shelley Vinayak & Sagar Vinayak
43	Sold	1,069	A3 Interior	\$ 431,999	\$ 26,007	\$ 405,992	Niteshkumar Rameshbhai Natalia & Surajbahen Natalia
44	Sold	989	A4 Interior	\$ 429,999	\$ 25,683	\$ 404,316	Leo Abraham & Seema Abraham
45	Sold	990	A1 End	\$ 416,999	\$ 23,928	\$ 393,071	Rinkal Krishnakant Parekh & Deven Amrutbhai Nai
46	Sold	830	A2 End	\$ 406,999	\$ 22,755	\$ 384,244	Malay Shah
47	Sold	1,096	A3 End	\$ 436,999	\$ 26,815	\$ 410,184	Kanwaldeep Singh Brar & Jasroop Singh Briar
48	Sold	1,010	A4 End	\$ 434,999	\$ 26,492	\$ 408,507	Aby Shaji
49	Sold	990	A1 End	\$ 406,999	\$ 22,755	\$ 384,244	Kajalben Amitbhai Patel and Amitbhai Jethabhai Patel
50	Sold	830	A2 End	\$ 406,999	\$ 22,755	\$ 384,244	Balpreet Kaur Dhillon
51	Sold	1,096	A3 End	\$ 436,999	\$ 26,815	\$ 410,184	Yasotha Sivayoganathan
52	Sold	1,010	A4 End	\$ 434,999	\$ 26,492	\$ 408,507	Paras Grover
53	Sold	966	A1 Interior	\$ 411,999	\$ 23,341	\$ 388,658	Jagjeet Kaur Sandhu
54	Sold	806	A2 Interior	\$ 411,999	\$ 23,341	\$ 388,658	Maulik Kiritkum Bhatt and Megha Maulik Bhatt
55	Sold	1,069	A3 Interior	\$ 431,999	\$ 26,007	\$ 405,992	Shivam Gupta
56	Sold	989	A4 Interior	\$ 429,999	\$ 25,683	\$ 404,316	Lalit Kaushal and Akhil Saili
57	Sold	966	A1 Interior	\$ 411,999	\$ 23,341	\$ 388,658	Kevin Lloyd Robinson
58	Sold	806	A2 Interior	\$ 411,999	\$ 23,341	\$ 388,658	Prasun K Dubey and Seema Singh
59	Sold	1,069	A3 Interior	\$ 431,999	\$ 26,007	\$ 405,992	Leo Omar Kameric
60	Sold	989	A4 Interior	\$ 429,999	\$ 25,683	\$ 404,316	Francisco Paul Anil
61	Sold	1,231	B1 End	\$ 491,999	\$ 35,363	\$ 456,636	Angel Julies Paraniulangara and Julies Varghese Paraniulangara
62	Unsold	1,311	B2 End	\$ 453,999	\$ 29,566	\$ 424,433	Kamal Patel
Total	62	61,726		\$ 26,241,938	\$ 1,544,569	\$ 24,697,369	
Sold	61	60,415		\$ 25,787,939	\$ 1,515,003	\$ 24,272,936	
Unsold	1	1,311		\$ 453,999	\$ 29,566	\$ 424,433	

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**Schedule "D" – Cost Consultant Requirements**

The Lender must be satisfied of the following additional requirements prior to the advance of any funds under the Loan Facility:

**Non-Revolving Construction Loans**

1. Confirmation of Borrower's Equity
2. Review of the purchaser deposit schedule as provided by the Borrower
3. Review of the Borrower's proposed project budget and comment on the adequacy of same. Hard costs are to be supported by trade contracts. In the event trade contracts are not available, costs are to be based on industry standards.
4. Review of all major trade contracts such as:
  - Foundations Formwork;
  - Concrete and drain;
  - Lumber;
  - Carpentry;
  - Brick, Drywall, and;
  - Finishing contractsReview of all contracts to also include:
  - Confirmation that contractual obligations are complete on completion of each unit, and
  - Obtain copies of all major contracts.
5. Review of all change orders in respect of contract work to ensure adequacy of cost(s) and provide any suitable recommendations.
6. Review of the project plans and specifications in the context of budget preparation.
7. Review of soil tests and environmental audits to understand how the analysis and recommendations therein will impact the project construction budget and ascertain that any recommendations therein appear to be incorporated into the plans and specifications.
8. Review the Borrower's construction time schedule in the context of the project plans and specifications, general contract and head contracts with a view to determining that it is realistic.
9. Review all material cost items which are or ought to be included in the project budget with a view to determining that such allowances are reasonable, adequate, and complete.
10. Review insurance certificates to ensure that the sum insured, insured parties, loss payable and period of coverage is appropriate. (This does not include a detailed review of the policies themselves. We are not qualified insurance experts and a proper review should only be undertaken by a specialist insurance consultant).
11. Review such documents and data as is made available to the Lender in the course of reviewing the project budget with a view to ensuring to the fullest reasonable extent the adequacy of such budget, including but not restricted to:
  - Building Permits;
  - Land Purchase Agreement;
  - The Lender's Commitment Agreement;
  - Development and other Municipal and Regional Agreements;
  - Management Agreements; and
  - Consultants' Agreements including Design, Sales, Marketing, Management and Legal.

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12. During any period of construction related site activity or actual construction within the project, submit monthly inspection and cost reports in order for the Lender to process the advance. The monthly report shall incorporate the following:

Funding and advance calculation pursuant to the Letter of Commitment;  
Confirmation of up to date sales and closing schedule provided by the Borrower;  
Confirmation of work-in-place, cost-to-complete and holdback amounts;  
Site inspection including photographs of all units under construction;  
Confirmation from the project consultants and municipal building department that the work has been constructed in accordance with approved plans and specifications, applicable building codes and municipal by-laws and regulations;

13. Review of all cancelled cheques against bank statement and confirmation that same are all project related and are pursuant to current payable listing.

14. Such other services as the Project Monitor may be directed to perform from time to time.

**Note:** The Lender reserves the right to instruct the Project Monitor to provide such a monthly report, at any time and at its sole discretion, regardless of whether the Borrower has made a formal draw request for funds or actually utilized the construction Loan Facility.





## SCHEDULE E

1. "The Chargee shall execute upon request and without payment of any kind, all reasonable plans, documentation and other materials necessary to enable the Owner/ Chargor to develop the lands and will otherwise give such reasonable consents, releases, postponements or assurances as the Owner/Chargor shall require in respect to such development, including but not restricting the generality of the foregoing:
  - (a) the execution of any engineering, financial, development, density agreements site plan, servicing, subdivision and/or condominium agreements, required by any governmental authority or utility service provider having jurisdiction over the lands;
  - (b) the provision of any consent or consents required to be executed in order to have the lands certified under the Certification of Titles Act, or entered under the Land Titles System (as Absolute or Qualified Title) or required to register any Plan of Subdivision or Reference Plan of the lands or any part thereof;
  - (c) the provision of any consent or consents required to be executed in order to have the lands or any part thereof severed, or subdivided;
  - (d) the execution of any postponement of the Charge in favour of all easements required to be granted by the Owner /Chargor for any utility or public purpose; and
  - (e) to grant, if necessary, partial discharges for the purpose of conveying or dedicating any of the said lands for public roads or for widening of existing public roads or for the purpose of conveying or dedicating any of the said lands that are to be conveyed by the Chargor to any governmental authority or utility service provider having jurisdiction over the lands including, without limitation, municipal reserves, parklands, walkways, road widenings and roads, or for any other public purpose.
2. PROVIDED FURTHER that the Chargor shall have the privilege of installing roads, watermains, sewers and other internal or external services or utilities and services in connection with the development of the lands and carry on building operations generally and such acts shall not be deemed to be acts of waste hereunder.
3. PROVIDED FURTHER that the Chargor shall have the privilege of partially demolishing or removing any portion of the building upon the lands and of grading the lands, improving the soil and all other similar acts in order to proceed with the servicing as aforesaid and such acts shall not constitute an act of waste hereunder.

"This is "Exhibit "C" referred to in the Affidavit of  
IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Adrian Gajovic", is written over a horizontal line.

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A Commissioner for taking affidavits

**UNDERTAKING**

**TO:** CAMERON STEPHENS MORTGAGE CAPITAL LTD.

**AND TO:** GARFINKLE BIDERMAN LLP  
its Solicitors

**RE:** CAMERON STEPHENS MORTGAGE CAPITAL LTD. MORTGAGE LOAN TO 2460467  
ONTARIO INC.  
Letter of Commitment dated November 3, 2022, as may be amended

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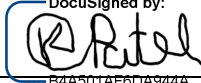
**IN CONSIDERATION** of the advance of funds under the above-noted loan transaction the undersigned hereby undertakes to fund any and all interest and cost overruns in excess of the various components of the Project Budget as set out in the Financing Program as and when such overruns occur and prior to any further funding by the Lender.

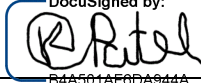
**IN ADDITION**, the undersigned covenants as follows:

1. to continue construction and complete the Project once construction has begun in accordance with the plans approved by the Lender and to also construct the Project using materials and in a manner which is equal to or of higher standards than those established by the applicable Ontario or local Building Codes or the Borrower's warranty provider;
2. to pay all realty taxes when due; and
3. to keep the property free of all liens, executions and work orders.

**DATED** this 6th day of December , 2022.

**2460467 ONTARIO INC.**

DocuSigned by:  
  
Per: \_\_\_\_\_  
Name: Kamal Patel  
Title: President  
I have authority to bind the corporation.

DocuSigned by:  
  
\_\_\_\_\_  
Kamal Patel

"This is "Exhibit "D" referred to in the Affidavit of  
IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely



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A Commissioner for taking affidavits

## GENERAL SECURITY AGREEMENT

### 1. SECURITY INTEREST

- (a) For value received, 2460467 Ontario Inc. (the "Debtor"), hereby grants to Cameron Stephens Mortgage Capital Ltd. (the "Lender"), by way of mortgage, charge, assignment and transfer, a security interest (the "Security Interest") in the undertaking of the Debtor and in all Goods (including all parts, accessories, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, and Securities now owned or hereafter owned or acquired by or on behalf of the Debtor (including such as may be returned to or repossessed by the Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefor (hereinafter collectively called "Collateral"), including without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of the Debtor:
- i. all inventory of whatever kind and wherever situate ("Inventory");
  - ii. all equipment (other than Inventory) of whatever kind including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles;
  - iii. all book accounts and book debts, rents and leases, all Agreements of Purchase and Sale entered into or to be entered into (including any deposits payable to the Debtor pursuant thereto) and generally all accounts, debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by the Debtor ("Debts");
  - iv. all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
  - v. all contractual rights and insurance claims and all goodwill, patents, trademarks, copyrights, and other industrial property, licenses and permits;
  - vi. all contractual rights for the provision of materials, equipment and services to the lands described in Schedule "A" in connection with the construction and/or servicing upon the lands, including any applicable working drawings, plans, specifications, development and/or building approvals and permits in connection with the lands;
  - vii. all monies other than trust monies lawfully belonging to others, Certificates and Interest Bearing Accounts;
  - viii. all real property described in Schedule "A" attached hereto and all property described in any schedule now or hereafter annexed hereto.
- (b) Notwithstanding the generality of the foregoing, the Security Interest created by this Agreement affects only such Collateral associated with the Debtor's business and assets situate in the City of Belleville and more particularly described in Schedule "A" attached hereto (hereinafter called the "Premises").
- (c) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest the Debtor shall stand possessed of such term.
- (d) The terms "Goods", "Chattel Paper", "Documents of Title", "Equipment", "Consumer Goods", "Instruments", "Intangibles", "Securities", "Proceeds", "Inventory", and "Accession" whenever used herein shall be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of Ontario, as amended from time to time (herein referred to as the "P.P.S.A."). Provided always that the term "Goods" when used herein shall not include "consumer goods" of the Debtor as that term is defined in the P.P.S.A. Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof". The terms "Proceeds" whenever used herein and interpreted as above shall by way of example include trade-ins, equipment, cash, bank accounts, notes, chattel paper,

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

2. **INDEBTEDNESS SECURED**

The Security Interest granted hereby secures payment and satisfaction of any and all obligations, indebtedness and liability of the Debtor to the Lender arising out of a Letter of Commitment dated November 3, 2022 and pursuant thereto, a mortgage between the Debtor as Mortgagor and the Lender as Mortgagee charging the lands described in Schedule "A" hereto and securing for principal the sum of \$19,440,000.00 ("Charge") which indebtedness shall be fully satisfied upon payment in full of the said mortgage (hereinafter collectively called the "Indebtedness").

3. **REPRESENTATIONS AND WARRANTIES OF DEBTOR**

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

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

4. **COVENANTS OF THE DEBTOR**

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

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

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

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

5. **USE AND VERIFICATION OF COLLATERAL**

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

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

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

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

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

7. **ASSIGNMENT OF CASH SECURITY**

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



- vi. **"Charge"** means the Charge issued by the Debtor to the Lender in the principal amount of \$19,440,000.00;
  - vii. **"Deposit"** means the sum to be deducted from the advance of funds or otherwise held by the Lender pursuant to the Commitment Letter, together with any and all interest actually earned thereon, to be invested pursuant to this Agreement, as security for the Debtor's Liabilities;
  - viii. **"Interest Bearing Accounts"** means one or more bank accounts now or hereafter established by the Lender in the name of or on behalf of the Debtor in which the Debtor deposits monies on a current basis from time to time at such rate of interest as is established, quoted or announced from time to time by the Lender;
  - ix. **"Letter of Credit"** means the letter or letters of credit now or hereafter issued or arranged by the Lender at the request of or on behalf of the Debtor in favour of parties as contemplated in the Commitment Letter;
  - x. **"Loan Documents"** means all present and future agreements, instruments and other documents, as same may be amended from time to time, made or assigned by the Debtor to the Lender in connection with the issue of the Letter of Credit; and
  - xi. **"Securities"** means all Interest Bearing Accounts and Certificates together with all renewals, replacements and substitutions therefore and all proceeds therefrom.
- (b) As continuing security for the payment of the Debtor's Liabilities, and for the performance, fulfilment and satisfaction of all covenants, obligations and conditions on the part of the Debtor set out herein, the Debtor:
- i. assigns, transfers and pledges the Deposit and the Securities to and in favour of the Lender; and
  - ii. grants a security interest in the Deposit and the Securities to and in favour of the Lender;
- as and by way of a fixed charge.
- (c) The Lender's only responsibility hereunder in regard to the Securities is limited to exercising the same degree of care which it gives valuable property of the Lender or any other customer of the Lender at the office where the Securities are held.
- (d) The Debtor acknowledges and agrees that the Lender is authorized and directed to invest and reinvest the Deposit and any other funds represented by the Securities in one or more Certificates or Interest Bearing Accounts from time to time for such periods as may be requested in writing by the Debtor; provided that none of the Certificates may be reinvested until its respective maturity date; and provided further that if the Lender has not received such written instructions before 1:00 o'clock in the afternoon on any date that the Deposit or any of the Certificates mature, then all of such funds may be invested or reinvested, as the case may be, for any period determined by the Lender from time to time in its absolute discretion, at rates of interest quoted by the Lender for the respective period or periods of any such Interest Bearing Account or Certificate on the date of any such investment or reinvestment.
- (e) All interest earned on the Securities shall accrue to the account of the Debtor and shall be held by the Lender in accordance with and subject to the same terms and conditions set out in this agreement.
- (f) The Lender and every employee or agent thereof, as the irrevocable attorney of the Debtor, may deal with all or any of the Securities and may fill in all blanks in any documents delivered to it and may complete Schedule "C" annexed hereto with the particulars of the Securities and the Lender may delegate its powers and any delegate may subdelegate the same, and any of the powers hereby given may be exercised in the name and on behalf of the successors of the Debtor.

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

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

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

8. **COLLECTION OF DEBTS**

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

9. **DISPOSITION OF MONIES**

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

10. **EVENTS OF DEFAULT**

The happening of any of the following events or conditions shall constitute default hereunder (hereinafter referred to as "default"), subject to the cure periods set out in the Commitment Letter:

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

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

11. **REMEDIES**

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

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

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

## 12. MISCELLANEOUS

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

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

The address of each party is as follows:

Debtor:

2460467 Ontario Inc.  
29 Idle Ridge Court  
Kitchener, ON N2A 3W3

Lender:

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


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

13. **COPY OF AGREEMENT**

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

**IN WITNESS WHEREOF** the Debtor has executed this Security Agreement under the hand of its authorized signing officers as of this 6th day of December, 2022.

**2460467 ONTARIO INC.**

DocuSigned by:  
  
Per: \_\_\_\_\_  
Name: Kamal Patel  
Title: President  
I have authority to bind the corporation.

**SCHEDULE "A"**

PIN No. 40454-0002 (LT) – 240 Yeoman Street

PCL 14-2 SEC 92 (BELLEVILLE); LT 14 PL 92 THURLOW; LT 21 PL 92 THURLOW; PT LT 15 PL 92 THURLOW; PT LT 20 PL 92 THURLOW; PT UNION ST PL 92 THURLOW; PT RAILROAD ST PL 92 THURLOW; PT YEOMANS ST PL 92 THURLOW PT 1, 2 & 3 21R18413; S/T EASEMENT OVER PT 2 21R18413 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; S/T EASEMENT OVER PT 1,2,3 21R22303 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; T/W EASEMENT OVER PTS 1,2,3 21R22307 AS IN HT33628; BELLEVILLE; COUNTY OF HASTINGS; SUBJECT TO AN EASEMENT IN GROSS AS IN HT292181

City of Belleville  
County of Hastings  
Hastings Land Registry (No. 21)

**SCHEDULE "B"**

1. PPSA registrations in favour of Westmount Guarantee Services Inc. with regard to purchaser deposits.



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

"This is "Exhibit "E" referred to in the Affidavit of  
IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Adrian Payne", is written over a horizontal line.

---

A Commissioner for taking affidavits

## **GUARANTEE AND POSTPONEMENT OF CLAIM**

**TO: CAMERON STEPHENS MORTGAGE CAPITAL LTD.**

**WHEREAS** CAMERON STEPHENS MORTGAGE CAPITAL LTD. (hereinafter called the "Lender") has advanced funds or is about to advance funds to **2460467 ONTARIO INC.** (hereinafter called the "Borrower") and in consideration of your intention to advance the said funds to the Borrower, and other good and valuable consideration and the sum of Two Dollars (\$2.00), the receipt and sufficiency of which are hereby acknowledged, the undersigned (hereinafter called the "Guarantor") hereby, declares, covenants and agrees as follows:

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

- (a) "Credit" - means financial accommodation of any kind whatsoever.
- (b) "Indebtedness" - means in its broadest sense all obligations of the Borrower to the Lender, alone or with others heretofore or hereafter incurred, whether voluntarily or involuntarily, whether due or not due, whether absolute, inchoate, contingent, liquidated or unliquidated together with interest on each and every such obligation. Notwithstanding the foregoing, this Guarantee shall relate only to a loan made by the Lender to the Borrower pursuant to a Letter of Commitment dated November 3, 2022 and any amendments thereto, if applicable (the "Letter of Commitment").

2. Without further authorization from or notice to the Guarantor, you may grant Credit and advance funds to the Borrower from time to time, either before or after revocation hereof, and in such manner, upon such terms and for such times as you deem best, and with or without notice to the Guarantor you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Borrower or by any person or persons liable to you of any Indebtedness hereby guaranteed, increase or reduce the rate of interest thereon, release or add one or more guarantors or endorsers, accept additional or substituted security, or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no failure by you to record, complete or otherwise perfect any securities given you by the Borrower or the Guarantor or any person, firm or corporation, no dealing by you with the Borrower or any guarantor or endorser and no change, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the Guarantor's obligations hereunder or any security furnished by the Guarantor or give the Guarantor any recourse against you.

3. The Guarantor, guarantees unconditionally and promises to pay to you or your order each item of Indebtedness hereby guaranteed, interest thereon, and all costs, charges and expenses which may be incurred by you in respect of any Indebtedness of the Borrower hereby guaranteed or in enforcing this Guarantee against the Guarantor and, promises to perform each guaranteed obligation when due.

4. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you, but you shall not be obliged to take any action or exhaust your recourse against the Borrower, any other Guarantor, any other person, firm or corporation, or any securities you may hold at any time nor to value such securities before requiring or being entitled to payment from the Guarantor of all Indebtedness hereby guaranteed. Provided always, this Guarantee shall not be determined or affected or your rights thereunder prejudiced by the discontinuance of this Guarantee as to one or more other Guarantors or by the death or loss or diminution of capacity or cessation of corporate existence, as the case may be, of the Borrower, or by the death or loss or diminution of capacity or cessation of corporate existence, as the case may be, of any other Guarantor.

5. Upon this Guarantee bearing the signature of the Guarantor coming into your hands or the hands of any officer, agent or employee thereof the same shall be deemed to be finally executed and delivered by the Guarantor and shall not be subject to or affected by any promise or condition affecting or limiting the Guarantor's liability except as set forth herein, and no statement, representation, agreement or promise on the part of any officer, employee or agent of the Lender,

unless contained herein, forms any part of this contract or has induced the making thereof or shall be deemed in any way to affect the Guarantor's liability hereunder.

6. No alteration or waiver of this Guarantee or any of its terms, provisions or conditions shall be binding on you unless made in writing over the signature of your duly authorized officers in that regard.

7. Until all Indebtedness hereby guaranteed has been paid in full the Guarantor shall not have any right of subrogation unless expressly given the Guarantor in writing by one of your duly authorized officers in that regard.

8. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or moneys received to any portion of the Indebtedness hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.

9. No change in the name, objects, share capital, business, membership, directorate powers, organization or management of the Borrower shall in any way affect the obligations of the Guarantor, either with respect to transactions occurring before or after any such change, it being understood that where the Borrower is a partnership or corporation this Guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Borrower notwithstanding any change or changes in the name or membership of the Borrower's firm or in the name of the Corporate Borrower, and notwithstanding any reorganization of the Corporate Borrower, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.

10. Where the Borrower is a corporation or partnership or an entity, you shall not be concerned to see or inquire into the powers of the Borrower or its directors, partners or agents acting or purporting to act on its behalf, and Credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the Indebtedness hereby guaranteed even though the borrowing or obtaining of such Credit was irregularly, fraudulently, defectively or informally effected, or in excess of the powers of the Borrower or of the directors, partners or agents thereof. The Guarantor warrants and represents that it is fully authorized by law to execute this Guarantee.

11. The statement in writing of any of your authorized officers from time to time of the Indebtedness of the Borrower to you and covered by this Guarantee shall be received as prima facie evidence as against the Guarantor that such amount is at such time so due and payable to you and is covered hereby.

12. All indebtedness, present and future, of the Borrower to the Guarantor is hereby assigned to you and postponed to the present and future Indebtedness of the Borrower to you and all moneys received from the Borrower or for his account by the Guarantor shall be received in trust for you, and forthwith upon receipt, paid over to you until the Borrower's Indebtedness to you is fully paid and satisfied, all without prejudice to you and without in any way limiting or lessening the liability of the undersigned to you under this Guarantee. If the Borrower is a partnership of which the Guarantor is a member, the Guarantor will not without the prior written consent of one of your duly authorized officers withdraw any capital of the Guarantor invested with the Borrower.

13. Upon the bankruptcy or winding up or other distribution of assets of the Borrower or any surety or guarantor for any Indebtedness of the Borrower to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting the Guarantor's liability to you and until all Indebtedness of the Borrower to you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the Guarantor to you under this Guarantee and to prove and rank for such sums paid by the Guarantor and to receive the full amount of all dividends in respect thereto being hereby assigned and transferred to you. The Guarantor shall not be released from liability if recovery from the Borrower, any other Guarantor or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

14. The Guarantor will file all claims against the Borrower in any bankruptcy or other proceeding in which the filing of claims is required by law upon any Indebtedness of the Borrower to the Guarantor and will assign to you all of the Guarantor's rights thereunder. If the Guarantor does not file any such claim, you, as attorney in fact of the Guarantor, are hereby authorized to do so in the name of the Guarantor or in your discretion to assign the claim to and cause proof of claim to be filed in the name of your nominee. In all such cases, whether in administration, bankruptcy, or otherwise, the person or persons authorized to pay such claim shall pay to you the full amount payable on the claim in the proceeding before making any payment to the Guarantor, and to the full extent necessary for that purpose the Guarantor hereby assigns to you all the Guarantor's right to any payments or distributions to which the Guarantor otherwise would be entitled. If the amount so paid is greater than the guaranteed obligations then outstanding, you will pay the amount of the excess to the party entitled thereto.

15. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the Guarantor shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law and, without restricting the generality of the foregoing, if you hold one or more guarantees executed by the Guarantor relating to Credit extended to the Borrower by you, the amount of the Guarantor's liability imposed by such other guarantee or guarantees shall be added to the amount of the Guarantor's liability imposed by the provisions hereof and the resulting total shall be the amount of the Guarantor's liability.

16. The Guarantor shall pay to you on demand (in addition to all debts and liabilities of the Borrower hereby guaranteed) all costs, charges and expenses (including without limitation, lawyer's fees as between Solicitor and client) incurred by you for the preparation, execution and perfection and enforcement of this Guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each such costs, charges and expenses until payment by the Guarantor hereunder.

17. In case of default you may maintain an action upon this Guarantee whether or not the Borrower is joined therein or separate action is brought against the Borrower or judgement obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the Guarantor or by any number of successive actions until and unless all Indebtedness hereby guaranteed has been paid and each of the Guarantor's obligations hereunder has been fully performed.

18. If any provision of this Guarantee is determined in any proceeding by a Court of Jurisdiction to be invalid or to be wholly or partially unenforceable, that provision shall, for the purposes of such a proceeding, be severed from this Guarantee at the Lender's option and shall be treated as not forming a part hereof and all the remaining provisions of this Guarantee shall remain in full force and shall be unaffected thereby.

19. Any notice or demand which you may wish to give may be served on the Guarantor either personally or on his legal personal representative or in the case of a corporation on an officer of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed.

20. This Guarantee shall be construed in accordance with the laws of the Province of Ontario and in any action thereon the Guarantor shall be estopped from denying the same; any judgement recovered in the Courts of such Province against any Guarantor or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them.

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

22. In the event of your making a demand upon the undersigned or any or all of the undersigned upon this Guarantee each of the undersigned shall be held and bound to you directly as principal

debtor in respect of the payment of the amounts hereby guaranteed and if there be more than one undersigned then liability hereunder shall be joint and several.

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

IN WITNESS WHEREOF the Guarantor has hereto set his hand and seal, this 6th day of December, 2022.

WITNESS:

DocuSigned by:  
Andrew Pigott  
6DZED6677EA745D...  
Name: Andrew Pigott  
as to the signature of Kamal Patel

DocuSigned by:  
Kamal Patel  
B4A501AF0DA944A...  
Kamal Patel

"This is "Exhibit "F" referred to in the Affidavit of  
IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Amanda Payne", is written over a horizontal line.

---

A Commissioner for taking affidavits

**SHARE PLEDGE AGREEMENT**

**THIS AGREEMENT** made as of the        day of        , 2022.

**B E T W E E N:**

**KAMAL PATEL**  
(hereinafter called the "Pledgor")

OF THE FIRST PART;

- and -

**CAMERON STEPHENS MORTGAGE CAPITAL LTD.**  
(hereinafter called the "Lender")

OF THE SECOND PART.

**WHEREAS** the Lender has agreed to lend to 2460467 Ontario Inc. (the "Borrower") and the Borrower has agreed to borrow from the Lender the principal sum of up to \$16,000,000.00 (as secured by a Mortgage in the amount of \$19,440,000.00) pursuant to loan arrangements entered into between the Borrower and the Lender in accordance with a letter of commitment dated November 3, 2022, as amended if applicable (hereinafter referred to as the "Commitment").

**AND WHEREAS** the Pledgor is the only shareholder of the Borrower and has agreed to guarantee the indebtedness and obligations of the Borrower in favour of the Lender and to pledge certain shares held by the Pledgor in the capital stock of the Borrower being a total of 100 common shares thereof representing one hundred (100%) percent of the issued and outstanding shares of the capital stock of the Borrower (the "Pledged Shares"), as security for, inter alia, the due repayment of the Indebtedness, as hereinafter defined, of the Pledgor to the Lender.

**AND WHEREAS** the Pledgor and the Lender have agreed that the Pledged Shares shall be pledged subject to and in accordance with the terms and conditions hereinafter set forth.

**NOW THEREFORE** this Agreement witnesseth that in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties hereto hereby agree as follows:

**ARTICLE 1. – DEFINITIONS**

1.1 For the purposes of this Agreement, the following words and expressions shall have the meaning indicated:

- (a) "Agreement", "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to this share pledge agreement and not to any particular section or other portion hereof, and include any and every schedule or instrument supplemental or ancillary hereto or in implementation hereof;
- (b) "Business Day" means a day other than a Saturday, Sunday or a statutory holiday or any other day upon which the Lender is not open for the transaction



of business throughout normal business hours at its principal office in Toronto, Ontario, Canada;

- (c) "Corporation" means 2460467 Ontario Inc. a corporation incorporated under the laws of the Province of Ontario;
- (d) "Event of Default" means any default of the Borrower pursuant to any provision of the Commitment or any of the security documents relating to the Indebtedness which is not cured after notice;
- (e) "Indebtedness" means the principal sum of up to \$16,000,000.00 (as secured by a Mortgage in the amount of \$19,440,000.00) to be advanced by the Lender under the provisions of the Commitment and all interest accruing due thereon which Indebtedness has been guaranteed by the Pledgor;
- (f) "Pledged Shares" means a total 100 common shares in the capital of the Corporation owned by the Pledgor representing in total one hundred (100%) percent of the issued and outstanding shares of the capital stock of the Corporation to be pledged by the Pledgor in favour of the Lender pursuant to this Agreement.

#### ARTICLE 2. - SECURITY INTEREST

2.1 The Pledgor hereby pledges and grants a security interest in the Pledged Shares and all substitutions therefor and accretions thereto and all income therefrom to the Lender as a general and continuing security for the payment of the Indebtedness (hereinafter referred to as the "Obligations").

2.2 The Pledgor shall deliver the share certificate(s) representing the Pledged Shares to the Lender together with the stock transfer powers attached thereto endorsed in blank for transfer and the Lender shall hold the Pledged Shares in accordance with the terms and conditions in this Agreement. The Pledgor does hereby covenant and agree that, so long as this agreement remains in effect, it will not permit any additional shares of the capital stock of the Corporation to be issued without the prior written consent of the Lender, which consent may be arbitrarily withheld. Subject to the provisions of Section 3.1, upon the occurrence of an Event of Default, the Lender shall be entitled to be entered on the books of the Corporation as registered owner of the Pledged Shares, and the Lender and its nominees are hereby empowered to exercise all rights and powers and to perform all acts of ownership in respect of the Pledged Shares to the same extent as the Pledgor might do and the Pledgor shall forthwith repay all consequent outlay and expense with interest at the rate applicable to the Indebtedness. So long as the Pledgor is not in default hereunder, the Pledgor shall be entitled to receive all distributions paid in respect of the Pledged Shares and shall be entitled to exercise all voting rights in respect of the Pledged Shares.

2.3 The Pledgor shall also deliver to the Lender upon the terms and conditions in this Agreement the following:

- (i) Stock Transfer Power of Attorney in the form set out on Schedule "A";
- (ii) Resignation in the form set out on Schedule "B";
- (iii) Waiver in the form set out on Schedule "C";
- (iv) Authority to Complete in the form set out on Schedule "D";
- (v) Irrevocable Proxy in the form set out on Schedule "E";

in order to effect the transfer of the Pledged Shares to the Lender or to such other purchaser thereof as may be identified from time to time by the Lender upon an Event of Default and realization as provided hereunder.

2.4 The Pledgor does hereby irrevocably appoint any authorized officer of the Lender as its true and lawful attorney, with full powers of substitution, for it and in its name, for all purposes of this Agreement, including without limitation, to endorse and/or transfer the Pledged Shares to the Lender or its nominees. This power of attorney is given pursuant to the Powers of Attorney Act (Ontario).

2.5 The Lender agrees to hold the share certificates and other documents as described in this Article 2 in accordance with the terms hereof.

#### ARTICLE 3. - PLEDGE TERMS

3.1 All income from the Pledged Shares may be held by the Lender as security as provided for in Section 2.1 and/or from time to time applied against any of the Obligations as the Lender deems best, provided that the Lender shall not exercise its rights hereunder except upon the occurrence of an Event of Default.

3.2 The Lender shall be bound to exercise, in the keeping of the Pledged Shares, only the same degree of care as if they were the property of the Lender and as if the Lender were keeping them at the branch of the Lender in which they are held. All claims, present and future, of the Pledgor against any person liable upon or for the payment with respect to any of the Pledged Shares are hereby assigned to the Lender.

#### ARTICLE 4. - TERMINATION OR EVENT OF DEFAULT

4.1 The pledge granted pursuant to this Agreement shall terminate upon repayment in full of the Indebtedness and satisfaction of all of the Obligations.

Upon the repayment in full to the Lender of the Indebtedness and satisfaction of all of the obligations, the Pledgor shall be entitled to require the Lender to deliver over the Pledged Shares to the Pledgor free and clear of any encumbrances or liens and to execute such further and other assurances as may be required to complete properly any necessary reconveyance or transfer to the Pledgor.

4.2 Upon the occurrence of an Event of Default, the Lender may proceed to sell the Pledged Shares of the Corporation at a public or private sale or otherwise realize upon all or any of the Pledged Shares for such price in money or other consideration and upon such terms and conditions as the Lender deems best. In the event the Lender elects to proceed with a sale of the Pledged Shares, the Lender shall apply the proceeds to the following and in the following order of priority;

- (a) reasonable expenses for holding, processing, preparing for disposition and disposing of the Pledged Shares and including, without limiting the generality of the foregoing, any reasonable solicitors fees;
- (b) payment in full of and satisfaction of the Obligations; and
- (c) payment of any surplus to the Pledgor.

ARTICLE 5. - GENERAL

5.1 The security granted herein is in addition to and not in substitution for any other security now or hereafter held by the Lender in relation to the Indebtedness.

5.2 This Agreement and the Pledged Shares shall not operate by way of merger of the Indebtedness or any indebtedness or liability of any other person or persons to the Lender and no judgment recovered by the Lender shall operate by way of merger of or in any way affect the security of the Pledged Shares which is in addition to and not in substitution for any other security now or hereafter held by the Lender.

5.3 The Lender may grant extensions of time or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Pledgor and other parties, sureties, guarantors or securities as the Lender may see fit without prejudice to the liability of the Pledgor hereunder or the Lender 's rights in respect of the Pledged Shares.

5.4 This Agreement shall be construed and enforced in accordance with the laws in effect in the Province of Ontario, Canada. The parties hereto submit to the jurisdiction of the courts in the Province of Ontario and agree to appear in such courts in respect of any matter which may be raised in relation to the interpretation or enforcement of the provisions of this Agreement and agree to be bound by the decision thereof.

5.5 Any demand or notice to be given by any party hereto to any other party shall be in writing and may be given by personal delivery, telex or telecopier or by prepaid registered mail addressed as follows:

- (a) to the Pledgor at:

Kamal Patel  
29 Idle Ridge Court  
Kitchener, Ontario N2A 3W3

(b) to the Lender at:

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

and if given by registered mail shall be deemed to have been received by the party to whom it was addressed on the date falling four (4) business days following the date upon which it is sent by registered mail with postage and cost of registration prepaid, and if personally delivered to an adult person or by telex or telecopier during normal business hours, when so delivered; provided that any of the above-named parties may change the address designated from time to time, by notice in writing to the other parties hereto. In the event of a disruption in postal service, all notices shall be delivered personally.

5.6 This Agreement shall be binding upon and enure to the benefit of and be enforceable by the parties hereto and their respective, executors, administrators, successors and assigns and shall be read with such changes of gender and number required by the context.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

DocuSigned by:  
  
B4A501AE6DA944A

Kamal Patel

**CAMERON STEPHENS MORTGAGE  
CAPITAL LTD.**

Per: 

Name: Giuliana Mauro

Title: VP – Funding and Loan Servicing

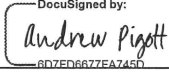
I have authority to bind the corporation.

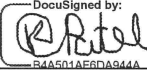
SCHEDULE "A"

STOCK TRANSFER/POWER OF ATTORNEY

FOR VALUE RECEIVED, Kamal Patel, as registered owner, hereby sell, assign and transfer unto **Cameron Stephens Mortgage Capital Ltd.** 100 Common Shares in the capital of 2460467 Ontario Inc. standing in its name on the books of the Corporation represented by Certificate No. 1 herewith, and irrevocably constitute and appoint Cameron Stephens Mortgage Capital Ltd. as its attorney to transfer such stock on the books of the Corporation with full power of substitution in the premises.

EXECUTED this 6th day of December, 2022.

DocuSigned by:  
  
8D7ED6877EA745D  
\_\_\_\_\_  
Witness Andrew Pigott

DocuSigned by:  
  
84A501A5F0A944A  
\_\_\_\_\_  
Kamal Patel

**SCHEDULE "B"**

TO: The Board of Directors of 2460467 Ontario Inc. (the "Corporation")

RE: Resignation as Director

Please accept my resignation as Director and of all offices held in the Corporation by the undersigned, effective \_\_\_\_\_.

DocuSigned by:  
  
94A661AF6DA644A  
KAMAL PATEL

- 8 -

**SCHEDULE "C"**

**2460467 Ontario Inc. (the "Corporation")**

RESOLUTIONS IN WRITING OF THE SHAREHOLDERS OF  
THE CORPORATION PASSED EFFECTIVE AS OF THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_ .

WHEREAS Kamal Patel has provided the Corporation with a notice of his resignation as Director of the Corporation effective \_\_\_\_\_.

AND WHEREAS \_\_\_\_\_ has agreed to act as a director of the Corporation until the next annual meeting of the shareholders of the Corporation;

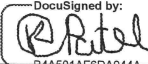
BE IT UNANIMOUSLY RESOLVED THAT:

1. The resignations of Kamal Patel is hereby accepted effective \_\_\_\_\_.
2. Effective \_\_\_\_\_, \_\_\_\_\_ is hereby appointed a Director of the Corporation to fill the vacancy created by the above mentioned resignation.
3. Any director or officer of the Corporation is authorized to take any other action or execute any other document which he considers necessary or advisable to give effect to this resolution.

**WAIVER**

Being the legal and beneficial Shareholder of the Corporation, we hereby:

- 1.1 consent to, conform and adopt the above resolution;
- 1.2 waive notice of any meeting that may or should have been called to consider the above resolution; and
- 1.3 waive any informality or irregularity in the above resolutions or the manner of proceeding.

DocuSigned by:  
  
B4A501AF68A944A...  
KAMAL PATEL

**SCHEDULE "D"**  
**AUTHORITY TO COMPLETE**

TO: Cameron Stephens Mortgage Capital Ltd.

AND TO: GARFINKLE BIDERMAN LLP

Enclosed is the following:

1. Signed Shareholders' Resolution re: Director of 2460467 Ontario Inc.;
2. Resignation of Kamal Patel as director of 2460467 Ontario Inc.

You are hereby irrevocably authorized to complete the Resolution and Resignation described above and to deal with them at some future date as fully, to the same extent and with the same effect as the undersigned might or could, under any applicable laws or regulations governing the rights and powers of shareholders and directors of an Ontario corporation. It is understood that this authority is exercisable by Cameron Stephens Mortgage Capital Ltd. only from and after the occurrence and during the continuance of an Event of Default (as defined in a Share Pledge Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2022).

DATED this 6<sup>th</sup> day of December, 2022

DocuSigned by:  
  
94A501AF6DA944A  
\_\_\_\_\_  
**KAMAL PATEL**



- 10 -

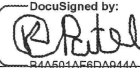
**SCHEDULE "E"**

**IRREVOCABLE PROXY**

The undersigned agrees to and hereby grants to Cameron Stephens Mortgage Capital Ltd. an irrevocable proxy to vote, execute and deliver written consents or otherwise act with respect to, all shares in the capital (the "Shares") of 2460467 Ontario Inc. now owned or hereafter acquired by the undersigned as fully, to the same extent and with the same effect as the undersigned might or could do under any applicable laws or regulations governing the rights and powers of shareholders of an Ontario corporation. The undersigned hereby affirms that this proxy is given pursuant to a Share Pledge Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2022 made by it in favour of Cameron Stephens Mortgage Capital Ltd. (as amended, supplemented, restated, replaced or otherwise modified from time to time, the "Agreement") and as such is coupled with an interest and is irrevocable. It is further understood by the undersigned that this proxy is exercisable by Cameron Stephens Mortgage Capital Ltd. only from and after the occurrence of and during the continuance of an Event of Default (as defined in the Agreement) and ending only on the termination of the Agreement as provided therein.

THIS PROXY SHALL REMAIN IN FULL FORCE AND EFFECT AND BE ENFORCEABLE AGAINST ANY DONEE, TRANSFEREE OR ASSIGNEE OF THE SHARES, AS PROVIDED HEREIN.

Dated as of this 6<sup>th</sup> day of December, 2022

DocuSigned by:  


**KAMAL PATEL**

"This is "Exhibit "G" referred to in the Affidavit of  
IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Amanda Payne".

---

A Commissioner for taking affidavits

**ASSIGNMENT AGREEMENT** made as of May 15, 2024

B E T W E E N:

**CAMERON STEPHENS MORTGAGE CAPITAL LTD.**  
(the “**Administrator**”)

- and -

**DUCA FINANCIAL SERVICES CREDIT UNION LTD.**  
(the “**Lender**”)

RECITALS:

A. The Administrator and the Lender are parties to a mortgage origination and servicing agreement dated as of December 9, 2019 (as amended, restated, amended and restated, supplemented, replaced and otherwise modified from time to time, the “**MOSA**”) pursuant to which the Lender appointed the Administrator as agent, nominee and bare trustee to administer, service and hold all of the right, title and interest in the DUCA Mortgage Loans (as defined in the MOSA) and Mortgage Documents (defined in the MOSA) related thereto in trust for the Lender upon and subject to the terms of the MOSA.

B. The Administrator is a party to a commitment letter dated as of November 3, 2022 by the Administrator and accepted on November 7, 2022 by 2460467 Ontario Inc., as borrower (the “**Borrower**”) and Kamal Patel, as guarantor (the “**Guarantor**”, and together with the Borrower, the “**Obligors**”) (as amended, restated, amended and restated, supplemented, replaced and otherwise modified from time to time, the “**Commitment Letter**”).

C. Pursuant to a guarantee and postponement of claim dated December 6, 2022 (as amended, restated, amended and restated, supplemented, replaced and otherwise modified from time to time, the “**Guarantee**”), the Guarantor has, *inter alia*, unconditionally guaranteed payment on demand of all obligations of the Borrower under or in connection with the Commitment Letter.

D. The appointment of the Administrator as “Administrator” under and pursuant to the MOSA as it relates to the Loan Facility (as defined in the Commitment Letter) and the loans provided to the Borrower pursuant to the Commitment Letter (the “**Assigned Facility**”) was terminated effective as of April 30, 2024 (the “**Termination Date**”).

E. Pursuant to subsection 20(VI)(3) of the Commitment Letter, the Commitment Letter and the Security (which includes, without limitation, the Guarantee) may be assigned, in whole or in part, by the Administrator without the consent of the Obligors.

F. The Administrator wishes to assign and transfer to the Lender all of the right, title and interest of the Administrator in, to and under the Assigned Facility and all of its rights arising under or in connection with the Commitment Letter, the Security and all other agreements, documents and instruments delivered in favour of the Administrator pursuant to or in connection

with any of the foregoing, including, without limitation, the documents listed in Schedule A hereto (collectively, the “**Loan Documents**”), and the Lender wishes to accept such assignment.

G. Unless otherwise indicated, capitalized terms used in this Agreement and not otherwise defined herein have the meanings defined in the Commitment Letter.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound by this Agreement, the parties hereto hereby agree as follows:

### 1. **Confirmation of Termination**

The Administrator confirms its termination, effective as of the Termination Date, of its appointment as “Administrator” under and pursuant to the MOSA (the “**Termination**”) as it relates to the Assigned Facility. The Administrator confirms its waiver of notice in respect of the Termination under the MOSA.

### 2. **Release**

The Administrator hereby:

- (a) acknowledges and agrees that all fees and other amounts owing to it by the Lender under or in connection with the MOSA as it relates to the Assigned Facility have been fully paid;
- (b) irrevocably releases and forever discharges and acquits the Lender from any and all further obligations, duties and liabilities arising under, pursuant to or in connection with the MOSA as it relates to the Assigned Facility from and after the Termination Date, including, without limitation, the payment of fees or other charges thereunder; and
- (c) irrevocably releases and forever discharges the Lender and its successors, assigns, affiliates, officers, directors, shareholders, employees and agents (collectively, the “**Released Parties**”) from any and all claims, debts, demands, costs, expenses, liabilities, damages, judgements, suits, actions and causes of action of any nature or kind which the Administrator now has or may hereafter have against any of the Released Parties by reason of, relating to, arising out of, or in any way connected to the MOSA as it relates to the Assigned Facility or the termination thereof.

### 3. **Assignment to Lender**

Pursuant to subsection 20(VI)(3) of the Commitment Letter, the Administrator hereby absolutely, unconditionally and irrevocably assigns, transfers, grants and conveys unto the Lender, and the Lender hereby assumes from the Administrator the following (collectively, the “**Assigned Interests**”):

- (a) all of the present and future right, title, benefit and interest of the Administrator in, to and under the Loan Facility and all other indebtedness, liabilities and obligations owing by the Obligors to the Administrator pursuant to the Loan Documents;
- (b) all of the present and future right, title, benefit and interest of the Administrator in, to and under the Commitment Letter, the Security and the other Loan Documents;
- (c) all of the present and future right, title, benefit and interest of the Administrator in and to all of the personal property and real property of whatsoever nature or kind encumbered or charged in favour of the Administrator under and in connection with the Loan Documents (collectively, the “**Collateral**”); and
- (d) to the extent permitted to be assigned under applicable laws, all claims, suits, causes of action and any other right of the Administrator against any person, whether known or unknown, arising under or in connection with the Loan Facility or any of the Loan Documents, any other documents or instruments delivered pursuant thereto or in connection therewith, or the transactions governed thereby or in any way based on or related to any of the foregoing.

#### **4. Effect of Assignment and Assumption**

Upon the assignment and assumption of the Assigned Interests in accordance with the terms of this Agreement (the “**Assignment**”):

- (a) the Lender shall be vested with all of the rights, powers, privileges and duties of the Administrator under and in connection with the Commitment Letter, the Security and all other Loan Documents; and
- (b) without limiting the termination of the Administrator as “Administrator” under the MOSA on the Termination Date, the Administrator shall be deemed to have relinquished all of its rights, powers, privileges and remedies under or in connection with the Assigned Interests, and shall have no right, title, benefit or interest in or to the Assigned Interests.

The parties confirm that the Assignment does not result in a novation of the Assigned Interests.

#### **5. Transfer of Interest in Collateral, etc.**

The Administrator shall promptly:

- (a) deliver to the Administrator original Loan Documents and Collateral held by it, including, without limitation, the Pledged Collateral (as defined in Schedule A hereto);

- (b) if requested by the Lender, execute and deliver all assignments, transfers, notices and other agreements as may be necessary to record, register, file or publish the Assignment in all applicable places where each lien, charge, mortgage, hypothec, pledge, security interest or any other encumbrance of any kind (collectively, the “**Liens**” and each a “**Lien**”) of the Administrator has been recorded, registered, filed or published; and
- (c) execute and deliver all documents and take all such other actions requested by the Lender to facilitate the transfer to the Lender of the Assigned Interests.

## **6. Return of Payments**

If the Administrator receives any principal, interest or other amount owing to the Lender under the Commitment Letter or any other Loan Document, the Administrator shall hold the same in trust for the Lender and promptly forward, without setoff or counterclaim, such payment to the Lender.

## **7. Further Assurances**

The Administrator shall, at the request of the Lender, do such further acts and execute and deliver such further documents, agreements and instruments as may reasonably be necessary for giving full effect to the Assignment as contemplated herein and for further assuring the provisions of this Agreement. The Administrator shall, forthwith upon receipt, deliver to the Lender copies of any documents, notices or other communications it receives from any of the Obligor or any other person relating to the Assigned Interests.

## **8. Representations and Warranties of the Administrator**

The Administrator hereby represents and warrants to the Lender that:

- (a) the Administrator is the legal and beneficial owner of the Assigned Interests;
- (b) attached hereto as Schedule C is a true statement of all indebtedness, liabilities and obligations owing by the Obligor pursuant to the Loan Documents;
- (c) prior to the effectiveness of the Assignment, the Administrator has not assigned, transferred or agreed to assign or transfer any of its right, title, benefit and interest in the Assigned Interests or any part thereof to any person whatsoever and has taken no other action under or in connection with the Loan Facility or the Loan Documents that the Lender has not consented to in writing;
- (d) the Administrator has not granted any Lien or encumbered the Collateral to or in favour of any person whatsoever;
- (e) none of the obligations of the Obligor under the Loan Documents has been waived, postponed, compromised, settled or released; and

- (f) the Administrator has full power and authority, and has taken all action necessary, to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

## **9. Severability**

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

## **10. Entire Agreement**

This Agreement states the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, written or verbal, between the parties hereto with respect to the subject matter hereof. No provision of this Agreement may be amended, modified or waived except in writing signed by a duly authorized representative of each of the parties hereto.

## **11. Counterparts**

This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute one and the same instrument. This Agreement may be delivered electronically, and any signature contained hereon by electronic transmission shall be deemed to be equivalent to an original signature for all purposes.

## **12. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.


## **13. Enurement**

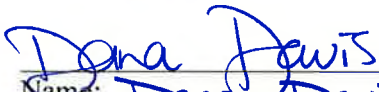
This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

*[signature pages follow]*

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first set forth above.

**CAMERON STEPHENS MORTGAGE  
CAPITAL LTD.**

By:   
Name: John David  
Title: Senior Vice President

By:   
Name: Dana Davis  
Title: Sr. Director

**DUCA FINANCIAL SERVICES CREDIT  
UNION LTD.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:




**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first set forth above.

**CAMERON STEPHENS MORTGAGE  
CAPITAL LTD.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**DUCA FINANCIAL SERVICES CREDIT  
UNION LTD.**

IB By:   
Name: Imran H Khan  
Title: VP Commercial Credit

By: \_\_\_\_\_  
Name:  
Title:

## SCHEDULE A

### LOAN DOCUMENTS

1. Commitment Letter
2. Guarantee and Postponement of Claim dated December 6, 2022 by the Guarantor in favour of the Administrator;
3. Instrument No. HT324845 being a Charge/Mortgage dated January 11, 2023 and registered in the Land Registry Office for the Land Titles Division of Hastings (No. 21) (the “**Land Titles Office**”) on January 11, 2023 by the Borrower in favour of the Administrator in the principal amount of \$19,440,000 (the “**Charge**”) in respect of the real property described in the Charge, municipally known as 240 Yeomans Street, Belleville, Ontario and legally described as PCL 14-2 SEC 92 (BELLEVILLE); LT 14 PL 92 THURLOW; LT 21 PL 92 THURLOW; PT LT 15 PL 92 THURLOW; PT LT 20 PL 92 THURLOW; PT UNION ST PL 92 THURLOW; PT RAILROAD ST PL 92 THURLOW; PT YEOMANS ST PL 92 THURLOW PT 1, 2 & 3 21R18413; S/T EASEMENT OVER PT 2 21R18413 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; S/T EASEMENT OVER PT 1,2,3 21R22303 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; T/W EASEMENT OVER PTS 1,2,3 21R22307 AS IN HT33628; BELLEVILLE; COUNTY OF HASTINGS; SUBJECT TO AN EASEMENT IN GROSS AS IN HT292181 being all of PIN 40454-0002 LT (the “**Real Property**”);
4. General Security Agreement dated December 6, 2022 by the Borrower in favour of the Administrator;
5. Share Pledge Agreement dated December 5, 2022 by the Guarantor in favour of the Administrator and schedules thereto;
6. Share Certificate No. 1 representing 100 common shares in the capital of the Borrower and related Stock Transfer Power of Attorney executed by the Guarantor in respect of the shares of the Borrower held by the Guarantor (the “**Pledged Collateral**”);
7. Assignment of Construction and Servicing Contracts dated December 6, 2022 by the Borrower in favour of the Administrator;
8. Undertaking to fund cost overruns and continue construction and complete the Project (as defined in the Commitment Letter) dated December 6, 2022 by the Borrower and the Guarantor in favour of the Administrator;
9. Postponement and Standstill Agreement dated January 11, 2023 between the Administrator, the Borrower and 1154605 Ontario Inc.;
10. Negative Pledge to not repay shareholder loans, redeem shares, pay out dividends or increase compensation to principals of the Borrower or Guarantors until full repayment of

- the Loan Facility (as defined in the Commitment Letter) dated December 6, 2022 by the Borrower and the Guarantor in favour of the Administrator;
11. Indemnity dated December 6, 2022 by the Borrower in favour of the Administrator in respect of Letters of Credit;
  12. Priority Agreement dated January 11, 2023 between Westmount Guarantee Services Inc. and the Administrator;
  13. Undertaking not to change voting control of the Borrower dated December 6, 2022 by the Borrower and the Guarantor in favour of the Administrator;
  14. Commercial Loan Policy (Canada) issued by Chicago Title Insurance Company as Policy No. CL-1244462-8D92D dated December 7, 2022 showing the Administrator as the insured in the policy amount of \$19,440,000.00;
  15. Acknowledgment of Standard Charge Terms No. 201125 dated December 6, 2022 between the Borrower and the Administrator;
  16. Acknowledgement and Direction dated December 6, 2022 by Borrower with respect to the Charge;
  17. Statutory Declaration (Third Party Verification) dated December 6, 2022 by Kamal Patel, as president of the Borrower, with respect to registered and beneficial ownership of the Real Property;
  18. Statutory Declaration (Down Payment Verification) dated December 6, 2022 by Kamal Patel, as president of the Borrower, with respect to original purchase of the Real Property;
  19. Acknowledgement dated December 15, 2022 from Denouden Inc. in favour of the Administrator with respect to Shared Stormwater Management Facility Agreement registered on title to the Real Property as Instrument No. HT240045;
  20. Representations and Warranties dated as of December 6, 2022 by the Borrower in favour of the Administrator;
  21. Acknowledgement dated December 6, 2022 by the Borrower in favour of the Administrator with respect to non-merger of Commitment Letter;
  22. Authorization dated December 6, 2022 by the Borrower and the Guarantor in favour of the Administrator with respect to completion of documents;
  23. Undertaking to provide Acknowledgement of Assignment from Lake Scugog Lumber Inc. dated December 14, 2022 by the Borrower in favour of the Administrator;
  24. Acknowledgements of Assignment of Construction and Servicing Contracts; and

25. all other documents, agreements, instruments, confirmations, certificates and reports of whatsoever nature or kind previously delivered by or on behalf of each Obligor in favour of the Administrator under or in connection with the Commitment Letter or any other Loan Document.

**SCHEDULE B**  
**REGISTRATIONS**

1. PPSA financing statement registered on November 24, 2022 as registration no. 20221124 1702 1462 3930 (reference file no. 788761116) against the Borrower in favour of the Administrator;
2. PPSA financing statement registered on November 24, 2022 as registration no. 20221124 1702 1462 3929 (reference file no. 788761107) against the Guarantor in favour of the Administrator; and
3. Instrument No. HT324845 being a Charge/Mortgage dated January 11, 2023 and registered in the Land Registry Office for the Land Titles Division of Hastings (No. 21) on January 11, 2023 by the Borrower in favour of CS in the principal amount of \$19,440,000 in respect of the real property described in the Charge, municipally known as 240 Yeomans Street, Belleville, Ontario and legally described as PCL 14-2 SEC 92 (BELLEVILLE); LT 14 PL 92 THURLOW; LT 21 PL 92 THURLOW; PT LT 15 PL 92 THURLOW; PT LT 20 PL 92 THURLOW; PT UNION ST PL 92 THURLOW; PT RAILROAD ST PL 92 THURLOW; PT YEOMANS ST PL 92 THURLOW PT 1, 2 & 3 21R18413; S/T EASEMENT OVER PT 2 21R18413 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; S/T EASEMENT OVER PT 1,2,3 21R22303 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; T/W EASEMENT OVER PTS 1,2,3 21R22307 AS IN HT33628; BELLEVILLE; COUNTY OF HASTINGS; SUBJECT TO AN EASEMENT IN GROSS AS IN HT292181 being all of PIN 40454-0002 LT.

**SCHEDULE C**  
**STATEMENT OF INDEBTEDNESS**

**CAMERON  
STEPHENS**

MORTGAGE CAPITAL

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

DUCA Financial Services Credit Union Ltd.

5255 Yonge Street  
Toronto, ON, M2N 6P4  
Attn: : Ivan Bogdanovich

Issue Date: May 14, 2024

**MORTGAGE STATEMENT FOR INFORMATION PURPOSES**  
AS AT May 15, 2024

<u>Mortgage No.</u> 3957		<u>Maturity Date:</u> August 1, 2024
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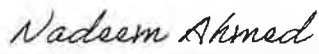
<u>Name:</u>  YEO Towns	  Rate: 9.45% Interest Per diem: \$1,863.33
-------------------------------	--

<b>Facility 1:</b>	
Principal Balance as at May 15, 2024	\$ 7,084,655.00
Trust Balance	-\$ 4,126.51
Accrued Interest to May 15, 2024	\$ 26,086.61
Unpaid Interest	\$ 112,330.68
<b>Facility 2:</b>	
Principal Balance as at May 15, 2024	\$ 183,556.12
LC Fee	\$ 2,523.90
Mortgage Statement Fees	\$ 100.00
<b>TOTAL AMOUNT OUTSTANDING</b>	<b>\$ 7,405,125.80</b>

PLEASE NOTE:

- (1) This statement is for Information purposes only and should not be used for Discharge or Assumption purposes.
- (2) This statement will need to be revised if any further transactions occur on or after Issue Date: May 15, 2024

Per:   
Jonas Weerasinghe  
Junior Analyst - Underwriting & Portfolio Management

Per:   
Nadeem Ahmed  
Director - Underwriting & Portfolio Management

"This is "Exhibit "H" referred to in the Affidavit of  
IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Adriana G...".

---

A Commissioner for taking affidavits



May 15, 2024

**DELIVERED BY COURIER & REGISTERED MAIL**

2460467 Ontario Inc.  
29 Idle Ridge Court  
Kitchener, Ontario  
N2A 3W3  
Attention: Kamal Patel and Nick Ainis

Kamal Patel  
29 Idle Ridge Court  
Kitchener, Ontario  
N2A 3W3

Dear Sirs/Mesdames:

**Re: Assignment of Debt, Commitment Letter, etc.**

We refer to the Commitment Letter dated as of November 3, 2022 (the “**Commitment Letter**”) from Cameron Stephens Mortgage Capital Ltd. (“**CS**”), as administrator and trustee pursuant to a mortgage origination and servicing agreement dated as of December 9, 2019 between CS and DUCA Financial Services Credit Union Ltd. (“**DUCA**”), and accepted by 2460467 Ontario Inc. (the “**Borrower**”) and Kamal Patel (the “**Guarantor**”, and together with the Borrower, the “**Obligors**”). We also refer to the guarantee and postponement of claim dated December 6, 2022 (the “**Guarantee**”) by the Guarantor in favour of CS. Capitalized terms used in this letter and not otherwise defined herein shall have the meanings ascribed to them in the Commitment Letter.

CS (the “**Administrator**”) and DUCA (the “**Lender**”) entered into an Assignment Agreement dated as of May 15, 2024 (the “**Assignment Agreement**”), pursuant to which, among other things, the Administrator has absolutely, unconditionally and irrevocably assigned, transferred, granted and conveyed to the Lender, and the Lender has assumed from the Administrator, the following (collectively, the “**Assigned Interests**”):

- (a) all of the present and future right, title, benefit and interest of the Administrator in, to and under the Loan Facility and all other indebtedness, liabilities and obligations owing by the Obligors to the Administrator pursuant to the Commitment Letter, the Security (which includes, without limitation, the Guarantee), and all other agreements, documents and instruments delivered in favour of the Administrator pursuant to or in connection with any of the foregoing (collectively, the “**Loan Documents**”);
- (b) all of the present and future right, title, benefit and interest of the Administrator in, to and under the Commitment Letter, the Security and the other Loan Documents;

- (c) all of the present and future right, title, benefit and interest of the Administrator in and to all of the personal property and real property of whatsoever nature or kind encumbered or charged in favour of the Administrator under and in connection with the Loan Documents; and
- (d) to the extent permitted to be assigned under applicable laws, all claims, suits, causes of action and any other right of the Administrator against any person, whether known or unknown, arising under or in connection with the Loan Facility or any of the Loan Documents, any other documents or instruments delivered pursuant thereto or in connection therewith, or the transactions governed thereby or in any way based on or related to any of the foregoing.

This letter is to provide you with notice of the foregoing assignment by the Administrator of the Assigned Interests to the Lender as contemplated by the Assignment Agreement, effective as of the date of the Assignment Agreement, and to direct you to make or cause to be made all payments pursuant to or in connection with the Commitment Letter and the other Loan Documents (including payments of principal, interest, fees, costs, expenses and other amounts, whether such amounts accrued prior to, on or subsequent to the date hereof) on or after the date hereof to the Lender. The Lender's wire transfer instructions are set out in Schedule A hereto.

From and after the date hereof, unless and until further notified by the Lender, all notices and other communications to be given to the Lender under or in connection with the Commitment Letter or the other Loan Documents shall be given to the Lender at the following address:

**DUCA Financial Services Credit Union Ltd.**  
5255 Yonge Street  
Toronto, ON M2N 6P4

Attention: Ivan Bogdanovich  
Email: [ibogdanovich@duca.com](mailto:ibogdanovich@duca.com)

*[signature page follows]*

Should you have any questions regarding the foregoing, please contact the Lender as above.

Yours truly,

**CAMERON STEPHENS MORTGAGE  
CAPITAL LTD.**

Per:



\_\_\_\_\_  
Name: John David  
Title: Senior Vice President.

cc: DUCA Financial Services Credit Union Ltd.

**SCHEDULE A**

**DUCA Wire Transfer Instructions**

**INSTRUCTIONS: To prevent rejection of wire transfer due to incorrect or incomplete information, please read the following:**

**For DUCA Member:**

1. Complete the section called "Beneficiary Customer." Indicate name, current address, and the DUCA account number where funds will be wired.
2. **Important:** Member information must match DUCA's records. If DUCA does not have your most current information, i.e., due to address or name change, you must provide DUCA with updated information **before** sending this form to your Sender. Inaccurate or inconsistent personal information may cause the wire transfer to fail.
3. Once complete, send this form to the Sender.

**For Sender and sending Financial Institution:**

1. Enter wire details **exactly** as shown below.
2. **All required sending customer information** (not found on this form) **must** be included within the wire transfer details .
3. **Important:** Some instructions differ depending on originating countries. Use the information applicable to the originating country.

CAD - Sent from Canada	CAD - Sent from International (Including US)
<p><b>Correspondent/Intermediary Bank</b></p> <p><b>Pay Direct To:</b></p> <ul style="list-style-type: none"> <li>• SWIFT BIC: CUCXCATTVAN</li> <li>• Name: Central 1 Credit Union</li> <li>• Address: 1441 Creekside Drive, Vancouver, BC, Canada</li> </ul>	<p><b>Beneficiary Bank</b> (SWIFT Field 57)</p> <p><b>Pay Direct To:</b></p> <ul style="list-style-type: none"> <li>• SWIFT BIC: CUCXCATTVAN</li> <li>• Name: Central 1 Credit Union</li> <li>• Address: 1441 Creekside Drive, Vancouver, BC, Canada</li> </ul>
<p><b>Beneficiary Bank</b> (SWIFT Field 57)</p> <ul style="list-style-type: none"> <li>• Route and Transit: 828 21962</li> <li>• Name: DUCA Financial Services CU Ltd</li> <li>• Address: 5255 Yonge St, 4th Floor, Willowdale, ON, M2N 6P4</li> </ul>	<p><b>Beneficiary Customer</b> (SWIFT Field 59)</p> <ul style="list-style-type: none"> <li>• Member Account Number: <input type="text" value="828 21962"/> <i>(add 12 digit destination Account Number)</i></li> <li>• Member Name: <input type="text"/> <i>(Legal first and last, as it appears within DUCA records)</i></li> <li>• Member Address: <input type="text"/> <i>(street, unit if applicable, city, province, country, postal code)</i></li> </ul>
<p><b>Beneficiary Customer</b> (SWIFT Field 59)</p> <ul style="list-style-type: none"> <li>• Member Account Number: <input type="text"/> <i>(12 digit destination Account Number)</i></li> <li>• Member Name: <input type="text"/> <i>(Legal first and last, as it appears within DUCA records)</i></li> <li>• Member Address: <input type="text"/> <i>(street, unit if applicable, city, province, country, postal code)</i></li> </ul>	<p><b>Payment Details</b> (Remittance Information - SWIFT Field 70)</p> <ul style="list-style-type: none"> <li>• DUCA Financial Services CU Ltd</li> <li>• 5255 Yonge St, 4th Floor, Willowdale, ON, M2N 6P4</li> </ul>

"This is "Exhibit "T" referred to in the Affidavit of  
IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Richard Payne", is written over a horizontal line.

---

A Commissioner for taking affidavits

**Properties**

*PIN* 40454 - 0002 LT *Interest/Estate* Fee Simple

*Description* PCL 14-2 SEC 92 (BELLEVILLE); LT 14 PL 92 THURLOW; LT 21 PL 92 THURLOW; PT LT 15 PL 92 THURLOW; PT LT 20 PL 92 THURLOW; PT UNION ST PL 92 THURLOW; PT RAILROAD ST PL 92 THURLOW; PT YEOMANS ST PL 92 THURLOW PT 1, 2 & 3 21R18413; S/T EASEMENT OVER PT 2 21R18413 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; S/T EASEMENT OVER PT 1,2,3 21R22303 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; T/W EASEMENT OVER PTS 1,2,3 21R22307 AS IN HT33628; BELLEVILLE; COUNTY OF HASTINGS; SUBJECT TO AN EASEMENT IN GROSS AS IN HT292181

*Address* 240 YEOMAN STREET  
BELLEVILLE

**Chargor(s)**

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

*Name* 2460467 ONTARIO INC.  
*Address for Service* 29 Idle Ridge Court  
Kitchener, ON N2A 3W3

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

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

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

*Name* CAMERON STEPHENS MORTGAGE CAPITAL LTD.  
*Address for Service* 320 Bay Street, Suite 1700  
Toronto, ON M5H 4A6

**Statements**

Schedule: See Schedules

**Provisions**

*Principal* \$19,440,000.00 *Currency* CDN

*Calculation Period* monthly, not in advance

*Balance Due Date* ON DEMAND

*Interest Rate* see Schedule

*Payments*

*Interest Adjustment Date*

*Payment Date* interest only, on the 1st day of each month

*First Payment Date*

*Last Payment Date*

*Standard Charge Terms* 201125

*Insurance Amount* Full insurable value

*Guarantor*

**Signed By**

Avrom Warren Brown 1 Adelaide Street E., Suite 801 acting for Signed 2023 01 11  
Toronto  
M5C 2V9 Chargor(s)

Tel 416-869-1234

Fax 416-869-0547

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

**Submitted By**

GARFINKLE, BIDERMAN LLP 1 Adelaide Street E., Suite 801 2023 01 11  
Toronto  
M5C 2V9

Tel 416-869-1234

Fax 416-869-0547

**Fees/Taxes/Payment**

Statutory Registration Fee	\$69.00
Total Paid	\$69.00

**File Number**

Chargee Client File Number : 6243-693



## ADDITIONAL PROVISIONS

### 1. Letter of Commitment

Any reference in this Charge to the Commitment, Commitment Letter or Letter of Commitment shall mean the Commitment Letter referable to this transaction dated November 3, 2022 (and any amendments thereto, if applicable).

This Charge shall secure any and all amounts owing by the Chargor to the Chargee pursuant to the Letter of Commitment.

All provisions of the Letter of Commitment are hereby incorporated into this Charge.

Any default by the Borrower with regard to any provision of the Letter of Commitment shall constitute a default under this Charge.

### 2. Due on Demand

The amount owing under this Charge shall be repayable on demand.

In the event interest is not paid as and when due, the Chargee may in its sole discretion advance monies on account of principal to the Chargor to be applied to interest owing, or capitalize the amount of interest owing (which capitalization shall not be an advance of funds) but in no event shall any such advance or capitalization by the Chargee obligate the Chargee to make any further advances or capitalizations to be applied to interest or otherwise.

### 3. Interest Rate

The mortgage shall bear interest at the greater rate of: (i) 7.70% per annum, compounded and payable monthly, not in advance, and (ii) Prime plus 2.25% per annum, adjusted daily and compounded and payable monthly, not in advance.

“Prime” means the prime rate of interest announced by the Royal Bank of Canada as a reference rate then in effect for determining interest rates on loans in Canada.

Interest at the aforesaid rates on the amounts advanced from time to time shall be payable on the first day of each and every month.

### 4. Default

In addition to any other Default Clauses set out in this Charge, or in the Standard Charge Terms referred to herein, the monies hereby secured, together with interest thereon as aforesaid, shall become payable and the security hereby constituted shall become enforceable immediately, subject to the cure periods set out in the Commitment, upon demand by the Chargee or the occurrence or happening of any of the following events ("Event(s) of Default"):

- (a) the Chargor makes default in the payment of the principal, interest or other monies hereby secured or any principal or interest payment and other monies owed by it to the Chargee whether secured by this Charge or not;
- (b) the Chargor makes material default in the observance or performance of any written covenant or undertaking heretofore or hereafter given by it to the Chargee, whether contained herein or not and pertaining to the assets or the financial condition of the Chargor and such default has not been cured within fifteen (15) days of written notice thereof being delivered to the Chargor;
- (c) if any statement, information (oral or written) or representation heretofore or hereafter made or given by or on behalf of the Chargor to the Chargee and pertaining to the assets or the financial condition of the Chargor, and whether contained herein or not is false, inaccurate and/or misleading in any material respect;
- (d) an order is made or an effective resolution passed for the winding-up, liquidation, amalgamation or reorganization of the Chargor, or a petition is filed for the winding up of the Chargor;
- (e) the Chargor becomes insolvent or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency; or the Chargor makes a

bulk sale of its assets; or a bankruptcy petition or receiving order is filed or presented against the Chargor;

- (f) any proceedings with respect to the Chargor are commenced under the Companies' Creditors Arrangement Act;
- (g) any execution, sequestration, extent or any other process of any Court becomes enforceable against the Chargor or a distress or analogous process is levied upon the property and assets of the Chargor or any part thereof, which in the opinion of the Chargee is a substantial part, and remains unsatisfied for such period as would permit such property to be sold thereunder, less two (2) business days, provided that such process is not in good faith disputed and, in that event, if the Chargor shall desire to contest such process it shall give security to the Chargee which, in the absolute discretion of the Chargee, shall be deemed sufficient to pay in full the amount claimed in the event it shall be held to be a valid claim;
- (h) the Chargor ceases or threatens to cease to carry on its business or the Chargor commits or threatens to commit any act of bankruptcy or insolvency;
- (i) the property hereby mortgaged and charged or any part thereof, other than sales of lots or units containing fully completed single family dwellings to bona fide purchasers for value, prior approved in writing by the Chargee, are sold by the Chargor or if there is a change in the present effective voting control of the Chargor or a change in the beneficial ownership of the Chargor or the assets or any one of them;
- (j) the monies secured hereby, together with interest thereon shall not be repaid to the Chargee on demand;
- (k) the Chargor makes any default with regard to any provision of the Commitment Letter.

5. Chargee May Remedy Default

If the Chargor should fail to perform any covenant or agreement of the Chargor hereunder, the Chargee may itself perform or cause to be performed such covenant or agreement and all expenses incurred or payments made by the Chargee in so doing, together with interest thereon at the rate set forth herein, shall be added to the indebtedness secured herein and shall be paid by the Chargor and be secured by this Charge together with all other indebtedness secured thereby, provided however that the foregoing shall not in any way be interpreted as an obligation of the Chargee.

6. Construction Liens

Provided also that upon the registration of any construction lien against title to the charged property which is not discharged within a period of ten (10) days from the registration thereof, all monies hereby secured shall, at the option of the Chargee, forthwith become due and payable.

The Chargee may at its option, withhold from any advances for which the Chargor may have qualified, such holdbacks as the Chargee in its sole discretion, considers advisable to protect its position under the provisions of the Construction Act, 1990, so as to secure its priority over any construction liens, until the Chargee is fully satisfied that all construction lien periods have expired and that there are no preserved or perfected liens outstanding. Nothing in this clause shall be construed to make the Chargee an "owner" or "payer" as defined under the Construction Act, 1990, nor shall there be, or be deemed to be, any obligation by the Chargee to retain any holdback which may be required by the said legislation. Any holdback which may be required to be made by the owner or payer shall remain solely the Chargor's obligation. The Chargor hereby covenants and agrees to comply in all respects with the provisions of the Construction Act, 1990.

7. Construction Loan

Provided that the Chargor and Chargee agree that if this is a construction loan, the following conditions shall apply:

- (a) the Chargor further covenants that all installation of services and construction on the lands hereby secured shall be carried out by reputable contractors with sufficient experience in a project of this nature and size, which contractors must be approved by the Chargee and which approval shall not be unreasonably withheld.

- (b) that the installation of services and the construction of dwellings on the said lands, once having been commenced, shall be continued in a good and workmanlike manner, with all due diligence and in substantial accordance with the plans and specifications delivered to the Chargee and to the satisfaction of the Municipality and all governmental and regulatory authorities having jurisdiction.
- (c) provided that should the servicing and construction on the said lands cease for any reason whatsoever (strike, material shortages, weather and conditions or circumstances beyond the control of the Chargor excepted), for a period of fifteen (15) consecutive days unless explained to the satisfaction of the Chargee acting reasonably (Saturdays, Sundays and Statutory holidays excepted), then the monies hereby secured, at the option of the Chargee shall immediately become due and payable. In the event that construction does cease, then the Chargee shall have the right, at its sole option, to assume complete control of the servicing and construction of the project on the said lands in such manner and on such terms as it deems advisable. The cost of completion of servicing and construction of the project by the Chargee and all expenses incidental thereto shall be added to the principal amount of the Charge, together with a management fee of fifteen percent (15%) of the costs of the construction completed by the Chargee. All costs and expenses, as well as the said management fee shall bear interest at the rate as herein provided for and shall form part of the principal secured hereunder and the Chargee shall have the same rights and remedies with respect to collection of same as it would have with respect to collection of principal and interest hereunder or at law.
- (d) at the option of the Chargee, at all times there shall be a holdback of ten percent (10%) with respect to work already completed.
- (e) all advances which are made from time to time hereunder shall be based on Certificate of the Chargee's agents prepared at the expense of the Chargor, which Certificates shall without limitation certify the value of the work completed and the estimated costs of any uncompleted work and such Certificates shall further certify that such completed construction and/or servicing to the date of such Certificate shall be in accordance with the approved plans and specifications for the said construction and further, in a good and workmanlike manner and in accordance with the permits issued for such servicing and construction and in accordance with all municipal and other governmental requirements of any authority having jurisdiction pertaining to such servicing and construction and there shall be no outstanding work orders or other requirements pertaining to servicing and construction on the said lands. Such Certificates with respect to any values shall not include materials on the site which are not incorporated into the buildings or the services.

8. Environmental

- (a) The following terms have the following meanings in this Section:
  - (i) "Applicable Environmental Laws" means all federal, provincial, municipal and other laws, statutes, regulations, by-laws and codes and all international treaties and agreements, now or hereafter in existence, intended to protect the environment or relating to Hazardous Material (as hereinafter defined), including without limitation the *Environmental Protection Act (Ontario)*, as amended from time to time (the "EPA"), and the *Canadian Environmental Protection Act*, as amended from time to time (the "CEPA"); and
  - (ii) "Hazardous Material" means, collectively, any contaminant (as defined in the EPA), toxic substance (as defined in the CEPA), dangerous goods (as defined in the *Transportation of Dangerous Goods Act (Canada)*, as amended from time to time) or pollutant or any other substance which when released to the natural environment is likely to cause, at some immediate or future time, material harm or degradation to the natural environment or material risk to human health.
- (b) The Chargor hereby represents and warrants that:

- (i) neither the Chargor nor, to its knowledge, after due enquiry, any other person, firm or corporation (including without limitation any tenant or previous tenant or occupant of the Lands or any part thereof) has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the lands;
  - (ii) the business and assets of the Chargor are in compliance with all Applicable Environmental Laws;
  - (iii) no control order, stop order, minister's order, preventative order or other enforcement action has been threatened or issued or is pending by any governmental agency in respect of the Lands and Applicable Environmental Laws; and
  - (iv) the Chargor has not received notice nor has any knowledge of any action or proceeding, threatened or pending, relating to the existence in, or under the Lands or on the property adjoining the Lands of, or the spilling, discharge or emission on or from the Lands or any such adjoining property of, any Hazardous Material.
- (c) The Chargor covenants that:
- (i) the Chargor will not cause or knowingly permit to occur, a discharge, spillage, uncontrolled loss, seepage or filtration of any Hazardous Material at, upon, under, into or within the Lands or any contiguous real estate or any body or water on or flowing through or contiguous to the Lands;
  - (ii) the Chargor shall, and shall cause any person permitted by the Chargor to use or occupy the Lands or any part thereof, to continue to operate its business and assets located on the Lands in compliance with the Applicable Environmental Laws and shall permit the Chargee to review and copy any records of the Chargor insofar as they relate to the Lands at any time and from time to time to ensure such compliance;
  - (iii) the Chargor will not be involved in operations at or in the Lands which could lead to the imposition on the Chargor of liability under the Applicable Environmental Laws or the issuance of any order under the Applicable Environmental Laws to stop discharging, shut down, clean-up or decommission or the creation of a lien on the Lands under any of the Applicable Environmental Laws;
  - (iv) the Chargor will not knowingly permit any tenant or occupant of the Lands to engage in any activity that could lead to the imposition of liability on such tenant or occupant or the Chargor of liability under the Applicable Environmental Laws or the issuance of any order under the Applicable Environmental Laws to stop discharging, shut down, clean-up or decommission or the creation of a lien on the Lands under any Applicable Environmental Laws;
  - (v) the Chargor shall strictly comply with the requirements of the Applicable Environmental Laws (including, but not limited to obtaining any permits, licenses or similar authorizations to construct, occupy, operate or use the Lands or any fixtures or equipment located thereon by reason of the Applicable Environmental Laws) and shall notify the Chargee promptly in the event of any spill or location of Hazardous Material upon the Lands, and shall promptly forward to the Chargee copies of all orders, notices, permits, applications or other communications and reports in connection with any spill or other matters relating to the Applicable Environmental Laws, as they may affect the Lands;
  - (vi) the Chargor shall remove any Hazardous Material (or if removal is prohibited by law, to take whichever action is required by law) promptly upon discovery at its sole expense;

- (vii) the Chargor will not install on the Lands, nor knowingly permit to be installed on the Lands, asbestos or any substance containing asbestos deemed hazardous by any Applicable Environmental Law; and
  - (viii) the Chargor will at its own expense carry out such investigations and tests as the Chargee may reasonably require from time to time in connection with environmental matters.
- (d) The Chargor hereby indemnifies and holds harmless the Chargee, its officers, directors, employees, agents, shareholders and any receiver or receiver and manager appointed by or on the application of the Chargee (the "**Indemnified Persons**") from and against and shall reimburse the Chargee for any and all losses, liabilities, claims, damages, costs and expenses, including legal fees and disbursements, suffered, incurred by or assessed against any of the Indemnified Persons whether as holder of the within Charge, as mortgagee in possession, as successor in interest to the Chargor as owner of the Lands by virtue of foreclosure or acceptance of a deed in lieu of foreclosure or otherwise:
- (i) under or on account of the Applicable Environmental Laws, including the assertion of any lien thereunder;
  - (ii) for, with respect to, or as a result of, the presence on or under, or the discharge, emission, spill or disposal from, the Lands or into or upon any land, the atmosphere, or any watercourse, body or water or wetland, of any Hazardous Material where a source of the Hazardous Material is the Lands including, without limitation:
    - a. the costs of defending and/or counterclaiming or claiming over against third parties in respect of any action or matter; and
    - b. any costs, liability or damage arising out of a settlement of any action entered into by the Chargee;
  - (iii) in complying with or otherwise in connection with any order, consent, decree, settlement, judgment or verdict arising from the deposit, storage, disposal, burial, dumping, injecting, spilling, leaking, or other placement or release in, on or from the Lands of any Hazardous Material (including without limitation any order under the Applicable Environmental Laws to clean-up, decommission or pay for any clean-up or decommissioning), whether or not such deposit, storage, disposal, burial, dumping, injecting, spilling, leaking or other placement or release in, on or from the Lands of any Hazardous Material:
    - a. resulted by, through or under the Chargor; or
    - b. occurred with the Chargor's knowledge and consent; or
    - c. occurred before or after the date of this Charge, whether with or without the Chargor's knowledge.
- The provisions of this paragraph shall survive foreclosure of this Charge and satisfaction and release of this Charge and satisfaction and repayment of the amount secured hereunder. Any amounts for which the Chargor shall become liable to the Chargee under this paragraph shall, if paid by the Indemnified Person, bear interest from the date of payment at the interest rate stipulated herein and together with such interest shall be secured hereunder.
- (e) In the event of any spill of Hazardous Material affecting the Lands, whether or not the same originated or emanates from the Lands, or if the Chargor fails to comply with any of the requirements of the Applicable Environmental Laws, the Chargee may at its election, but without the obligation so to do, give such notices and cause such work to be performed at the Lands and take any and all

other actions as the Chargee shall deem necessary or advisable in order to remedy said spill or Hazardous Material or cure said failure of compliance and any amounts paid as a result thereof, together with interest thereon at the interest rate stipulated herein from the date of payment by the Chargee shall be immediately due and payable by the Chargor to the Chargee and until paid shall be added to and become a part of the amount secured hereunder.

9. Letters of Credit

The parties hereto acknowledge and agree that this Charge shall also secure payment by the Chargor to the Chargee of all amounts advanced by the Chargee pursuant to or by way of issuance of any letters of credit, renewals thereof, substitutions therefor and accretions thereto or pursuant to similar instruments issued at the Chargor's request or on its behalf and issued by the Chargee or on behalf of or at the request of or upon the credit of the Chargee and the total amount of such letters of credit shall be deemed to have been advanced and fully secured by this Charge from the date of the issuance of such letters of credit, regardless of when or whether such letters of credit are called upon by the holder(s) thereof. In the event of the enforcement or exercise by the Chargee of any of the remedies or rights provided for in this Charge, the Chargee shall be entitled to retain and shall not be liable to pay or account to the Chargor or any other party in respect of the full amount of any outstanding letters of credit from the proceeds of such enforcement or exercise until such time as the letters of credit have expired, have been cancelled and have been surrendered to the Lender or the issuer(s) thereof.

10. Miscellaneous

The Chargor agrees as follows:

- (a) to maintain the project in good repair and in a state of good operating efficiency;
- (b) to pay taxes, utilities and other operating and maintenance costs and provide evidence thereof to the Chargee;
- (c) to perform all governmental requirements and obligations as required;
- (d) to deliver to the Chargee all reasonable financial information deemed necessary by the Chargee, when requested;
- (e) to comply with all covenants and reporting requirements set out in the Commitment Letter;
- (f) to provide or comply with such other covenants and terms as the Chargee may reasonably require.

11. Amendments to Standard Charge Terms

The Standard Charge Terms No. 201125 referred to in this document were filed by Cameron Stephens Financial Corporation, and for purposes of this document, any reference in the said Standard Charge Terms to Cameron Stephens Financial Corporation should be deemed to be replaced by the name of the Chargee.

12. Prepayment Provisions

Provided that this Charge is not in default, the Chargor shall have the right to prepay the amount outstanding in accordance with the provisions of the Letter of Commitment.

13. Restriction on Transfer

In the event of the Chargor selling, transferring or conveying title or its rights to a purchaser, transferee or grantee not approved by the Chargee or in the event of a change in the legal or beneficial ownership of the Property, the Borrower or the Chargor, not approved in writing by the Chargee, then, at the sole option of the Chargee, all monies secured, together with all accrued and unpaid interest thereon and any other amounts due under this Charge shall become due and payable. This restriction shall not prevent the sale of dwelling units to bona fide home Purchasers.

14. Assignment of Condominium Voting Rights

In the event that the property or any part thereof is or becomes a unit within a Condominium Corporation, the Chargee shall have all rights to vote on all matters relating to the

said Condominium Corporation, in the place of and on behalf of the Chargor, and the Chargor hereby assigns unto the Chargee all such voting rights.

In the event that the property or any part thereof is or becomes a Common Element Condominium Corporation, the Chargee shall have all rights to vote on all matters relating to the said Common Element Condominium Corporation in the place of and on behalf of the Chargor, to the extent that the Chargor would have such rights, and the Chargor hereby assigns unto to the Chargee all such voting rights.

15. Subsequent Financing

No financing subsequent to the Chargee's facilities shall be permitted, without the prior written consent of the Chargee.

16. Partial Discharges

The Chargor shall be entitled to partial discharges as set out in the Letter of Commitment upon payment of the partial discharge amounts set out therein, the Chargee's discharge fees as set out therein and upon payment of the Chargee's Solicitor's usual discharge fees.

17. Voting Control

The Chargor agrees that voting control of the Chargor or of any beneficial owner shall not change during the currency of this loan without the prior written consent of the Chargee.

18. Over Holding Fee

In the event that this Charge is not repaid in full, renewed or extended by the Maturity Date (as defined in the Letter of Commitment) in addition to any other rates, fees and costs to be paid pursuant to the Letter of Commitment, the Chargor shall pay to the Chargee an over holding fee, calculated daily, not in advance, commencing on the first day after the day that payment of the Loan (as defined in the Letter of Commitment) was due by not paid. The fee is calculated by multiplying 100 basis points by the authorized amount of the Loan and dividing the sum by 365 (the "Over Holding Fee").

"This is "Exhibit "J" referred to in the Affidavit of  
IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Adriana Gosselin", is written over a horizontal line.

---

A Commissioner for taking affidavits



**Properties**

**PIN** 40454 - 0002 LT  
**Description** PCL 14-2 SEC 92 (BELLEVILLE); LT 14 PL 92 THURLOW; LT 21 PL 92 THURLOW; PT LT 15 PL 92 THURLOW; PT LT 20 PL 92 THURLOW; PT UNION ST PL 92 THURLOW; PT RAILROAD ST PL 92 THURLOW; PT YEOMANS ST PL 92 THURLOW PT 1, 2 & 3 21R18413; S/T EASEMENT OVER PT 2 21R18413 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; S/T EASEMENT OVER PT 1,2,3 21R22303 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; T/W EASEMENT OVER PTS 1,2,3 21R22307 AS IN HT33628; BELLEVILLE; COUNTY OF HASTINGS; SUBJECT TO AN EASEMENT IN GROSS AS IN HT292181  
**Address** 240 YEOMANS STREET  
 BELLEVILLE

**Source Instruments**

Registration No.	Date	Type of Instrument
HT324845	2023 01 11	Charge/Mortgage

**Transferor(s)**

This transfer of charge affects all lands that the charge is against which are outstanding.

**Name** CAMERON STEPHENS MORTGAGE CAPITAL LTD.  
**Address for Service** 320 Bay Street, Suite 1700  
 Toronto, ON M5H 4A6

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

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

**Transferee(s)****Capacity****Share**

**Name** DUCA FINANCIAL SERVICES CREDIT UNION LTD.  
**Address for Service** 5255 Yonge Street, 4th Floor  
 Toronto, ON M2N 6P4

**Statements**

The chargee transfers the selected charge for \$2.00

**Signed By**

Stella Krutkiewicz	22 Adelaide Street West Toronto M5H 4E3	acting for Transferor(s)	Signed	2024 05 17
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Tel 416-367-6000

Fax 416-367-6749

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

Stella Krutkiewicz	22 Adelaide Street West Toronto M5H 4E3	acting for Transferee(s)	Signed	2024 05 17
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Tel 416-367-6000

Fax 416-367-6749

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

**Submitted By**

Borden Ladner Gervais LLP	22 Adelaide Street West Toronto M5H 4E3			2024 05 17
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Tel 416-367-6000

Fax 416-367-6749

**Fees/Taxes/Payment**

**Statutory Registration Fee** \$69.95

**Total Paid** \$69.95

**File Number**

Transferor Client File Number : 015375-007

"This is "Exhibit "K" referred to in the Affidavit of  
IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Adrian Payne", is written over a horizontal line.

---

A Commissioner for taking affidavits

# Enquiry Result

File Currency: 04JUN 2024

Show All Pages

All Pages

**Note: All pages have been returned.**

Type of Search	Business Debtor								
Search Conducted On	2460467 ONTARIO INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	779084694	1	4	1	15	16DEC 2036			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
779084694		001	6		20211216 1103 1590 9907	P PPSA	15		
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	2460467 ONTARIO INC.								
	Address			City	Province	Postal Code			
	C/O JAYKAM DEVELOPERS LIMITED			KITCHENER	ON	N2A 3W3			
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	AVIVA INSURANCE COMPANY OF CANADA								
	Address			City	Province	Postal Code			
	C/O WESTMOUNT GUARANTEE SERVICES INC.,			MARKHAM	ON	L3R 5K3			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				
Motor Vehicle Description	Year	Make		Model		V.I.N.			
General Collateral Description	General Collateral Description								
	SECURITY INTEREST IN PURCHASERS' DEPOSIT MONIES, TOGETHER WITH ANY INTEREST EARNED OR ACCRUED THEREON, AND EXCESS CLOSING PROCEEDS (AS SUCH TERM IS DEFINED IN THE DTA AS DEFINED HEREIN), TOGETHER WITH ANY								

Registering Agent	Registering Agent			
	OWENS WRIGHT LLP (KS)			
	Address	City	Province	Postal Code
	20 HOLLY STREET, SUITE 300	TORONTO	ON	M4S 3B1

CONTINUED

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	2460467 ONTARIO INC.								
<b>File Currency</b>	04JUN 2024								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	779084694	1	4	2	15	16DEC 2036			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
779084694		002	6		20211216 1103 1590 9907				
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	29 IDLE RIDGE COURT								
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	600 COCHRANE DRIVE, SUITE 205								
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
	INTEREST EARNED OR ACCRUED THEREON, ALL IN RESPECT OF A PROPOSED								
	CONDOMINIUM PROJECT KNOWN AS "YEOTOWNS" TO BE BUILT ON THE LANDS AND								
	PREMISES LEGALLY DESCRIBED AS PCL 14-2 SEC 92 (BELLEVILLE), LT 14 PL								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		

CONTINUED

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	2460467 ONTARIO INC.								
<b>File Currency</b>	04JUN 2024								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	779084694	1	4	3	15	16DEC 2036			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
779084694		003	6		20211216 1103 1590 9907				
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	LIBERTY MUTUAL INSURANCE COMPANY								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	C/O WESTMOUNT GUARANTEE SERVICES INC.,				MARKHAM	ON	L3R 5K3		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
	92 THURLOW, LT 21 PL 92 THURLOW, PT LT 15 PL 92 THURLOW, PT LT 20 PL								
	92 THURLOW, PT UNION ST PL 92 THURLOW, PT RAILROAD ST PL 92 THURLOW, PT YEOMANS ST PL 92 THURLOW PT 1, 2 & 3 21R18413, S/T EASEMENT OVER								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		

CONTINUED

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	2460467 ONTARIO INC.								
<b>File Currency</b>	04JUN 2024								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	779084694	1	4	4	15	16DEC 2036			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
779084694		004	6		20211216 1103 1590 9907				
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	600 COCHRANE DRIVE, SUITE 205								
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
	PT 2 21R18413 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413								
	AS IN HT33628, S/T EASEMENT OVER PT 1,2,3 21R22303 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628, T/W EASEMENT								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		

CONTINUED



<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	2460467 ONTARIO INC.								
<b>File Currency</b>	04JUN 2024								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	779084694	1	4	5	15	16DEC 2036			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
779084694		005	6		20211216 1103 1590 9907				
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	WESTMOUNT GUARANTEE SERVICES INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	600 COCHRANE DRIVE, SUITE 205				MARKHAM	ON	L3R 5K3		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
	OVER PTS 1,2,3 21R22307 AS IN HT33628, BELLEVILLE, COUNTY OF								
	HASTINGS, SUBJECT TO AN EASEMENT IN GROSS AS IN HT292181, BEING ALL								
	OF PIN 40454-0002 (LT), PURSUANT TO A DEPOSIT TRUST AGREEMENT BETWEEN								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	2460467 ONTARIO INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	779084694	1	4	6	15	16DEC 2036			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
779084694		006	6		20211216 1103 1590 9907				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	THE SECURED PARTY AND THE DEBTOR NAMED HEREIN AND THE ESCROW AGENT NAMED THEREIN, AS THE SAME MAY BE AMENDED FROM TIME TO TIME (THE "DTA")								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

END OF FAMILY

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	2460467 ONTARIO INC.								
<b>File Currency</b>	04JUN 2024								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	785201256	2	4	7	15	25JUL 2037			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
785201256		001	5		20220725 1649 1590 3236	P PPSA	15		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	2460467 ONTARIO INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	C/O JAYKAM DEVELOPERS LIMITED				KITCHENER	ON	N2A 3W3		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	AVIVA INSURANCE COMPANY OF CANADA								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	C/O WESTMOUNT GUARANTEE SERVICES INC.				MARKHAM	ON	L3R 5K3		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X	X			
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
	ALL THE DEBTORS' RIGHT, TITLE AND INTEREST IN AND TO THE LANDS								
	LEGALLY DESCRIBED AS PCL 14-2 SEC 92 (BELLEVILLE), LT 14 PL 92								
	THURLOW, LT 21 PL 92 THURLOW, PT LT 15 PL 92 THURLOW, PT LT 20 PL 92								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	OWENS WRIGHT LLP (KS)								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	20 HOLLY STREET, SUITE 300				TORONTO	ON	M4S 3B1		

CONTINUED

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	2460467 ONTARIO INC.								
<b>File Currency</b>	04JUN 2024								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	785201256	2	4	8	15	25JUL 2037			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
785201256		002	5		20220725 1649 1590 3236				
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	29 IDLE RIDGE COURT								
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	600 COCHRANE DRIVE, SUITE 205								
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
	THURLOW, PT UNION ST PL 92 THURLOW, PT RAILROAD ST PL 92 THURLOW, PT								
	YEOMANS ST PL 92 THURLOW PT 1, 2 & 3 21R18413, S/T EASEMENT OVER PT 2								
	21R18413 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	2460467 ONTARIO INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	785201256	2	4	9	15	25JUL 2037			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
785201256		003	5		20220725 1649 1590 3236				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	LIBERTY MUTUAL INSURANCE COMPANY								
	Address				City	Province	Postal Code		
	C/O WESTMOUNT GUARANTEE SERVICES INC.				MARKHAM	ON	L3R 5K3		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	IN HT33628, S/T EASEMENT OVER PT 1,2,3 21R22303 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628, T/W EASEMENT OVER PTS 1,2,3 21R22307 AS IN HT33628, BELLEVILLE, COUNTY OF HASTINGS,								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	2460467 ONTARIO INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	785201256	2	4	10	15	25JUL 2037			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
785201256		004	5		20220725 1649 1590 3236				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
	600 COCHRANE DRIVE, SUITE 205								
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	SUBJECT TO AN EASEMENT IN GROSS AS IN HT292181 ?BEING ALL OF PIN								
	40454-0002 (LT)? (THE "LANDS") AND ALL OF THE DEBTORS' RIGHT, TITLE								
	AND INTEREST IN A PROPOSED CONDOMINIUM PROJECT KNOWN "YEOTOWNS" TO BE								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	2460467 ONTARIO INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	785201256	2	4	11	15	25JUL 2037			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
785201256		005	5		20220725 1649 1590 3236				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	WESTMOUNT GUARANTEE SERVICES INC.								
	Address				City	Province	Postal Code		
	600 COCHRANE DRIVE, SUITE 205				MARKHAM	ON	L3R 5K3		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	BUILT ON THE LANDS INCLUDING WITHOUT LIMITATION ALL PRESENT AND								
	FUTURE PERSONAL PROPERTY LOCATED THEREAT, ARISING THEREFROM OR USED								
	IN CONNECTION THEREWITH.								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

END OF FAMILY

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	2460467 ONTARIO INC.								
<b>File Currency</b>	04JUN 2024								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	788761116	3	4	12	15	24NOV 2027			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
788761116		01	001		20221124 1702 1462 3930	P PPSA	5		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	2460467 ONTARIO INC.					002460467			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	29 IDLE RIDGE COURT				KITCHENER	ON	N2A3W3		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	CAMERON STEPHENS MORTGAGE CAPITAL LTD.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	320 BAY STREET, SUITE 1700				TORONTO	ON	M5H4A6		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X				
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
	GENERAL SECURITY AGREEMENT, ASSIGNMENT OF CONTRACTS AND AGREEMENTS								
	AND ASSIGNMENT OF CASH COLLATERAL RELATING TO THAT PROPERTY								
	MUNICIPALLY KNOWN AS 240 YEOMAN STREET, BELLEVILLE, ONTARIO								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	GARFINKLE, BIDERMAN LLP (AWB/CJC - 6243-693)								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	1 ADELAIDE ST. EAST, SUITE 801				TORONTO	ON	M5C2V9		

CONTINUED



Type of Search	Business Debtor								
Search Conducted On	2460467 ONTARIO INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page					of Pages
	788761116	3	4	13					15
<b>FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT</b>									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		001	1		20240517 1040 1590 3037				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	788761116		X	A AMNDMNT					
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	2460467 ONTARIO INC.								
Other Change	Other Change								
Reason / Description	Reason / Description								
	TO AMEND THE COLLATERAL CLASSIFICATION TO INCLUDE MOTOR VEHICLE								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	Address				City	Province	Postal Code		
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	BORDEN LADNER GERVAIS LLP (C. CHIEN)								

	Address	City	Province	Postal Code
	22 ADELAIDE STREET WEST	TORONTO	ON	M5H 4E3

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	2460467 ONTARIO INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page					of Pages
	788761116	3	4	14					15
<b>FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT</b>									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		001	1		20240517 1041 1590 3039				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	788761116			D ASSGNMT					
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	2460467 ONTARIO INC.								
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	Address				City	Province	Postal Code		
Assignor Name	Assignor Name								
	CAMERON STEPHENS MORTGAGE CAPITAL LTD.								
Secured Party	Secured party, lien claimant, assignee								
	DUCA FINANCIAL SERVICES CREDIT UNION LTD.								
	Address				City	Province	Postal Code		
	5255 YONGE STREET				TORONTO	ON	M2N 6P4		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	BORDEN LADNER GERVAIS LLP (C. CHIEN)								

	Address	City	Province	Postal Code
	22 ADELAIDE STREET WEST	TORONTO	ON	M5H 4E3

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	2460467 ONTARIO INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	789703416	4	4	15	15	03JAN 2026			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
789703416		001	1		20230103 1539 1590 5329	P PPSA	3		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	2460467 ONTARIO INC.								
	Address				City	Province	Postal Code		
	29 IDLE RIDGE COURT				KITCHENER	ON	N2A 3W3		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	1154605 ONTARIO INC.								
	Address				City	Province	Postal Code		
	38 TIMBERMILL CRESCENT				MARKHAM	ON	L3P 6W8		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	GENERAL SECURITY AGREEMENT								
Registering Agent	Registering Agent								
	FRIEDMAN LAW PROFESSIONAL CORPORATION								
	Address				City	Province	Postal Code		
	800-150 FERRAND DRIVE				TORONTO	ON	M3C 3E5		

LAST PAGE

**Note: All pages have been returned.**

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"This is "Exhibit "L" referred to in the Affidavit of  
IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Amanda Gosselin", is written above a horizontal line.

---

A Commissioner for taking affidavits

# Enquiry Result

File Currency: 09JUN 2024

Show All Pages

All Pages



**Note: All pages have been returned.**

Type of Search	Individual Non-Specific								
Search Conducted On	KAMAL;PATEL								
File Currency	09JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	788761107	1	12	1	26	24NOV 2027			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
788761107		01	001		20221124 1702 1462 3929	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
	29JUN1967	KAMAL			PATEL				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
	29 IDLE RIDGE COURT			KITCHENER	ON	N2A3W3			
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	CAMERON STEPHENS MORTGAGE CAPITAL LTD.								
	Address			City	Province	Postal Code			
	320 BAY STREET, SUITE 1700			TORONTO	ON	M5H4A6			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				
Motor Vehicle Description	Year	Make		Model		V.I.N.			
General Collateral Description	General Collateral Description								
	SUBORDINATION AND ASSIGNMENT RE 2460467 ONTARIO INC. DEBT AND PLEDGE								
	OF SHARES OF 2460467 ONTARIO INC.								



Registering Agent	Registering Agent			
	GARFINKLE, BIDERMAN LLP (AWB/CJC - 6243-693)			
Address	City	Province	Postal Code	
1 ADELAIDE ST. EAST, SUITE 801	TORONTO	ON	M5C2V9	

CONTINUED

Type of Search	Individual Non-Specific								
Search Conducted On	KAMAL;PATEL								
File Currency	09JUN 2024								
	File Number	Family	of Families	Page					of Pages
	788761107	1	12	2					26
<b>FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT</b>									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		001	1		20240517 1044 1590 3044				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	788761107			D ASSGNMT					
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	KAMAL				PATEL				
	Business Debtor Name								
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	Address				City	Province	Postal Code		
Assignor Name	Assignor Name								
	CAMERON STEPHENS MORTGAGE CAPITAL LTD.								
Secured Party	Secured party, lien claimant, assignee								
	DUCA FINANCIAL SERVICES CREDIT UNION LTD.								
	Address				City	Province	Postal Code		
	5255 YONGE STREET				TORONTO	ON	M2N 6P4		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	BORDEN LADNER GERVAIS LLP (C. CHIEN)								

	Address	City	Province	Postal Code
	22 ADELAIDE STREET WEST	TORONTO	ON	M5H 4E3

CONTINUED

Type of Search	Individual Non-Specific								
Search Conducted On	KAMAL;PATEL								
File Currency	09JUN 2024								
	File Number	Family	of Families	Page					of Pages
	788761107	1	12	3					26
<b>FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT</b>									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		001	2		20240517 1046 1590 3048				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	788761107		X	A AMNDMNT					
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	KAMAL				PATEL				
	Business Debtor Name								
Other Change	Other Change								
Reason / Description	Reason / Description								
	TO ADD ADDITIONAL DEBTOR NAMES								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	29JUN1967	KAMALKUMAR			G	PATEL			
	Business Debtor Name							Ontario Corporation Number	
	Address				City		Province	Postal Code	
	29 IDLE RIDGE COURT				KTCHENER		ON	N2A 3W3	
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City		Province	Postal Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model			V.I.N.	
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	BORDEN LADNER GERVAIS LLP (C. CHIEN)								

	Address	City	Province	Postal Code
	22 ADELAIDE STREET WEST	TORONTO	ON	M5H 4E3

CONTINUED

Type of Search	Individual Non-Specific									
Search Conducted On	KAMAL;PATEL									
File Currency	09JUN 2024									
	File Number	Family	of Families	Page						of Pages
	788761107	1	12	4						26
<b>FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT</b>										
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number				Registered Under	
		002	2		20240517 1046 1590 3048					
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required			Renewal Years	Correct Period		
	788761107									
Reference Debtor/ Transferor	First Given Name			Initial	Surname					
	Business Debtor Name									
Other Change	Other Change									
Reason / Description	Reason / Description									
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname				
	29JUN1967	KAMAL			G	PATEL				
	Business Debtor Name								Ontario Corporation Number	
	Address				City		Province	Postal Code		
	29 IDLE RIDGE COURT				KTCHENER		ON	N2A 3W3		
Assignor Name	Assignor Name									
Secured Party	Secured party, lien claimant, assignee									
	Address				City		Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
Motor Vehicle Description	Year	Make			Model			V.I.N.		
General Collateral Description	General Collateral Description									
Registering Agent	Registering Agent or Secured Party/ Lien Claimant									

	Address	City	Province	Postal Code

END OF FAMILY

<b>Type of Search</b>	Individual Non-Specific								
<b>Search Conducted On</b>	KAMAL;PATEL								
<b>File Currency</b>	09JUN 2024								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	775432476	2	12	5	26	16AUG 2031			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
775432476		001	5		20210816 0950 1590 0690	P PPSA	10		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	1639993 ONTARIO LTD.					1639993			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	258 EDGEWATER CRESCENT, SUITE 8				KITCHENER	ON	N2A 4M2		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	JAYKAM DEVELOPERS LIMITED					2730613			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	29 IDLE RIDGE COURT				KITCHENER	ON	N2A 3W3		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	CMLS FINANCIAL LTD.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	SUITE 2110 - 1066 WEST HASTINGS STREET				VANCOUVER	BC	V6E 3X2		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
				X	X				
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
	ASSIGNMENT AND POSTPONEMENT OF CLAIMS WITH RESPECT TO THE OBLIGATIONS								
	OF 1776411 ONTARIO LTD. AND 1333 WEBER STREET KITCHENER LP TO THE								
	SECURED PARTY								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	SCHNEIDER RUGGIERO SPENCER MILBURN LLP (42896 DM/SZ)								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	1000-120 ADELAIDE STREET WEST				TORONTO	ON	M5H 3V1		

CONTINUED



Type of Search	Individual Non-Specific								
Search Conducted On	KAMAL;PATEL								
File Currency	09JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	775432476	2	12	6	26	16AUG 2031			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
775432476		002	5		20210816 0950 1590 0690				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	01MAY1963	WERNER				LEUSCHNER			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
	258 EDGEWATER CRESCENT, SUITE 8			KITCHENER	ON	N2A 4M2			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	29JUN1967	KAMAL				PATEL			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
	29 IDLE RIDGE COURT			KITCHENER	ON	N2A 3W3			
Secured Party	Secured Party / Lien Claimant								
	COMPUTERSHARE TRUST COMPANY OF CANADA								
	Address			City	Province	Postal Code			
	100 UNIVERSITY AVENUE, 8TH FLOOR, SOUTH			TORONTO	ON	M5J 2Y1			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

Type of Search	Individual Non-Specific								
Search Conducted On	KAMAL;PATEL								
File Currency	09JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	775432476	2	12	7	26	16AUG 2031			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
775432476		003	5		20210816 0950 1590 0690				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	Address			City	Province	Postal Code			
	TOWER								
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

Type of Search	Individual Non-Specific								
Search Conducted On	KAMAL;PATEL								
File Currency	09JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	775432476	2	12	8	26	16AUG 2031			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
775432476		004	5		20210816 0950 1590 0690				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	GENESIS MORTGAGE INVESTMENT CORP.								
	Address			City	Province	Postal Code			
	#805-8400 WEST ROAD			RICHMOND	BC	V6X 0S7			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

Type of Search	Individual Non-Specific								
Search Conducted On	KAMAL;PATEL								
File Currency	09JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	775432476	2	12	9	26	16AUG 2031			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
775432476		005	5		20210816 0950 1590 0690				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	Address			City	Province	Postal Code			
	NORTH TOWER, INTERNATIONAL TRADE CENTRE								
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

END OF FAMILY

Type of Search	Individual Non-Specific								
Search Conducted On	KAMAL;PATEL								
File Currency	09JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	792681444	3	12	10	26	25APR 2030			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
792681444		001	1		20230425 1807 1590 0561	P PPSA	7		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	29JUN1967	KAMALKUMAR				PATEL			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
	29 IDLE RIDGE COURT			KITCHENER	ON	N2A 3W3			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	29JUN1967	KAMAL				PATEL			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
	29 IDLE RIDGE COURT			KITCHENER	ON	N2A 3W3			
Secured Party	Secured Party / Lien Claimant								
	CORFINANCIAL CORP.								
	Address			City	Province	Postal Code			
	5000 YONGE STREET, SUITE 1901			NORTH YORK	ON	M2N 7E9			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	WEIRFOULDS LLP (D. THOMSON)								
	Address			City	Province	Postal Code			
	66 WELLINGTON STREET WEST, SUITE 4100			TORONTO	ON	M5K 1B7			

END OF FAMILY

Type of Search	Individual Non-Specific								
Search Conducted On	KAMAL;PATEL								
File Currency	09JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	794772288	4	12	11	26	28JUN 2027			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
794772288		001	1		20230628 1406 9234 8690	P PPSA	4		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	29JUN1967	KAMAL				PATEL			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
	29 IDLE RIDGE COURT				KITCHENER	ON	N2A 3W3		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	VECTOR FINANCIAL SERVICES LIMITED								
	Address				City	Province	Postal Code		
	245 EGLINTON AVENUE EAST, SUITE 400				TORONTO	ON	M4P 3B7		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	ALL INDEBTEDNESS, (INCLUDING ALL MONIES AND OTHER PROCEEDS REPRESENTED THEREBY OR REALIZED THEREFROM) BOTH PRESENT AND FUTURE, OF 2526055 ONTARIO INC. TO THE DEBTOR.								
Registering Agent	Registering Agent								
	CASSELS BROCK & BLACKWELL LLP (JFREEMAN #49004-151)								
	Address				City	Province	Postal Code		
	3200-40 TEMPERANCE ST.				TORONTO	ON	M5H 0B4		

END OF FAMILY

<b>Type of Search</b>	Individual Non-Specific								
<b>Search Conducted On</b>	KAMAL;PATEL								
<b>File Currency</b>	09JUN 2024								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	794824803	5	12	12	26	29JUN 2026			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
794824803		001	2		20230629 1647 1590 9955	P PPSA	3		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
	29JUN1967	KAMAL				PATEL			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	29 IDLE RIDGE COURT				KITCHENER	ON	N2A 3W3		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
	29JUN1967	KAMALKUMAR			G	PATEL			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	29 IDLE RIDGE COURT				KITCHENER	ON	N2A 3W3		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	ICICI BANK CANADA								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	150 FERRAND DRIVE, SUITE 1200				TORONTO	ON	M3C 3E5		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
				X	X				
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
	ASSIGNMENT AND POSTPONEMENT BY THE DEBTOR TO THE SECURED PARTY OF ALL								
	OF THE PRESENT AND FUTURE DEBTS AND LIABILITIES OF 2338486 ONTARIO								
	LIMITED TO THE DEBTOR PURSUANT TO A GUARANTEE AGREEMENT GRANTED BY								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	BLANEY MCMURTRY LLP (J.M. WARREN)								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	1500-2 QUEEN STREET EAST, MARITIME LIFE				TORONTO	ON	M5C 3G5		

CONTINUED

Type of Search	Individual Non-Specific								
Search Conducted On	KAMAL;PATEL								
File Currency	09JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	794824803	5	12	13	26	29JUN 2026			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
794824803		002	2		20230629 1647 1590 9955				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	THE DEBTOR TO THE SECURED PARTY IN CONNECTION WITH A LOAN BY THE SECURED PARTY TO 2338486 ONTARIO LIMITED.								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

END OF FAMILY



Type of Search	Individual Non-Specific								
Search Conducted On	KAMAL;PATEL								
File Currency	09JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	771562026	6	12	14	26	15APR 2027			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
771562026		001	1		20210415 0923 1901 4642	P PPSA	06		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	2467491 ONTARIO INC								
	Address				City	Province	Postal Code		
	29 IDLE RIDGE COURT				KITCHENER	ON	N2A 3W3		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	29JUN1967	KAMAL			K	PATEL			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
	29 IDLE RIDGE COURT				KITCHENER	ON	N2A 3W3		
Secured Party	Secured Party / Lien Claimant								
	NISSAN CANADA INC.								
	Address				City	Province	Postal Code		
	5290 ORBITOR DRIVE				MISSISSAUGA	ON	L4W 4Z5		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
	X				X	X	58283	01APR2026	
Motor Vehicle Description	Year	Make			Model	V.I.N.			
	2020	INFINITI			QX60	5N1DL0MM0LC534104			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	ESC CORPORATE SERVICES LTD.								
	Address				City	Province	Postal Code		
	201-1325 POLSON DRIVE				VERNON	BC	V1T 8H2		

END OF FAMILY

Type of Search	Individual Non-Specific								
Search Conducted On	KAMAL;PATEL								
File Currency	09JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	777329028	7	12	15	26	15OCT 2025			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
777329028		001	2		20211015 0838 1532 8788	P PPSA	04		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	24MAY1974	KAMAL			K	PATEL			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
	57 YATESBURY RD				WILLOWDALE	ON	M2H 1G1		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	18FEB1970	HEMDEEP				PATEL			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
	702-300 BALLIOL				TORONTO	ON	M4S 3G6		
Secured Party	Secured Party / Lien Claimant								
	VW CREDIT CANADA INC.								
	Address				City	Province	Postal Code		
	4865 MARC-BLAIN ST., SUITE 300				ST-LAURENT	QC	H4R 3B2		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
	X				X	X	44912.35	13OCT2025	
Motor Vehicle Description	Year	Make			Model	V.I.N.			
	2022	AUDI			Q3 KOMFORT	WA1AECF33N1019811			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	D + H LIMITED PARTNERSHIP								
	Address				City	Province	Postal Code		
	2 ROBERT SPECK PARKWAY, 15TH FLOOR				MISSISSAUGA	ON	L4Z 1H8		

CONTINUED

Type of Search	Individual Non-Specific								
Search Conducted On	KAMAL;PATEL								
File Currency	09JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	777329028	7	12	16	26	15OCT 2025			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
777329028		002	2		20211015 0838 1532 8788				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	24MAY1974	KAMAL				PATEL			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
	57 YATESBURY RD				WILLOWDALE	ON	M2H 1G1		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

END OF FAMILY

Type of Search	Individual Non-Specific								
Search Conducted On	KAMAL;PATEL								
File Currency	09JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	777798693	8	12	17	26	01NOV 2025			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
777798693		001	1		20211101 0903 1532 0537	P PPSA	4		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	24MAY1974	KAMAL			K	PATEL			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
	57 YATESBURY RD				NORTH YORK	ON	M2H 1G1		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	24MAY1974	KAMAL				PATEL			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
	57 YATESBURY RD				NORTH YORK	ON	M2H 1G1		
Secured Party	Secured Party / Lien Claimant								
	VW CREDIT CANADA INC.								
	Address				City	Province	Postal Code		
	4865 MARC-BLAIN ST., SUITE 300				ST-LAURENT	QC	H4R 3B2		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
	X				X	X	57928	28OCT2025	
Motor Vehicle Description	Year	Make			Model	V.I.N.			
	2021	AUDI			Q5 SPORTBACK PROGRE	WA14AAFY9M2129814			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	D + H LIMITED PARTNERSHIP								
	Address				City	Province	Postal Code		
	2 ROBERT SPECK PARKWAY, 15TH FLOOR				MISSISSAUGA	ON	L4Z 1H8		

END OF FAMILY

<b>Type of Search</b>	Individual Non-Specific								
<b>Search Conducted On</b>	KAMAL;PATEL								
<b>File Currency</b>	09JUN 2024								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	788361048	9	12	18	26	10NOV 2024			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
788361048		001	3		20221110 1024 5064 9350	P PPSA	02		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	CREATIVE CADWORKS INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	28 - 30 GREAT GULF DR.				CONCORD	ON	L4K 0K7		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
	18FEB1970	HEMDEEP				PATEL			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	328 GLENGARRY AVE				NORTH YORK	ON	M5M 1E6		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	VAULT CREDIT CORPORATION								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	41 SCARSDALE ROAD, SUITE 5				TORONTO	ON	M3B 2R2		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
			X		X				
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
	EQUIPMENT DESCRIBED IN AGREEMENT NUMBER 276775, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	ESC CORPORATE SERVICES LTD.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	445 KING STREET WEST, SUITE 400				TORONTO	ON	M5V 1K4		

CONTINUED

Type of Search	Individual Non-Specific								
Search Conducted On	KAMAL;PATEL								
File Currency	09JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	788361048	9	12	19	26	10NOV 2024			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
788361048		002	3		20221110 1024 5064 9350				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	18FEB1970	HEMDEEP				PATEL			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
	28 - 30 GREAT GULF DR.				CONCORD	ON	L4K 0K7		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	24MAY1974	KAMAL			K	PATEL			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
	57 YATESBURY RD				WILLOWDALE	ON	M2H 1G1		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

Type of Search	Individual Non-Specific								
Search Conducted On	KAMAL;PATEL								
File Currency	09JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	788361048	9	12	20	26	10NOV 2024			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
788361048		003	3		20221110 1024 5064 9350				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	24MAY1974	KAMAL				PATEL			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
	57 YATESBURY RD				WILLOWDALE	ON	M2H 1G1		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

END OF FAMILY

<b>Type of Search</b>	Individual Non-Specific								
<b>Search Conducted On</b>	KAMAL;PATEL								
<b>File Currency</b>	09JUN 2024								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	778066128	10	12	21	26	09NOV 2025			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
778066128		001	3		20211109 0935 1532 8023	P PPSA	04		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
	18SEP1976	KALPESHKUMAR			M	PATEL			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	133 BURCHER RD				AJAX	ON	L1S 2R3		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
	02JUN1984	KAJAL			J	PATEL			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	133 BURCHER RD				AJAX	ON	L1S 2R3		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	CANADIAN IMPERIAL BANK OF COMMERCE								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	305 MILNER AVE, 5TH FLOOR				SCARBOROUGH	ON	M1B3V4		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
	X					X	23065.25	02NOV2025	
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
	2018	TOYOTA			COROL	2T1BURHE4JC093453			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
	THE FULL DEBTOR NAME IS - KAJAL JOY PATEL								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	D + H LIMITED PARTNERSHIP								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	2 ROBERT SPECK PARKWAY, 15TH FLOOR				MISSISSAUGA	ON	L4Z 1H8		

CONTINUED



Type of Search	Individual Non-Specific								
Search Conducted On	KAMAL;PATEL								
File Currency	09JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	778066128	10	12	22	26	09NOV 2025			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
778066128		002	3		20211109 0935 1532 8023				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	18SEP1976	KALPESHKUMAR				PATEL			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
	133 BURCHER RD				AJAX	ON	L1S 2R3		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	02JUN1984	K				PATEL			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
	133 BURCHER RD				AJAX	ON	L1S 2R3		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

Type of Search	Individual Non-Specific						
Search Conducted On	KAMAL;PATEL						
File Currency	09JUN 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	778066128	10	12	23	26	09NOV 2025	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
778066128		003	3		20211109 0935 1532 8023		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
	02JUN1984	KAMAL		PATEL

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	Address	City	Province	Postal Code
	133 BURCHER RD	AJAX	ON	L1S 2R3

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
	02JUN1984	KAJAL		PATEL

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	Address	City	Province	Postal Code
	133 BURCHER RD	AJAX	ON	L1S 2R3

Secured Party	Secured Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

END OF FAMILY

<b>Type of Search</b>	Individual Non-Specific								
<b>Search Conducted On</b>	KAMAL;PATEL								
<b>File Currency</b>	09JUN 2024								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	753120117	11	12	24	26	08JUL 2026			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
753120117		001	1		20190708 1509 1219 6298	P PPSA	07		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
	05OCT1996	KAMAL			N	PATEL			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	1011-909 CLONSILLA AVENUE				PETERBOROUGH	ON	K9J 8H2		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	THE BANK OF NOVA SCOTIA								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	10 WRIGHT BOULEVARD				STRATFORD	ON	N5A 7X9		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
			X		X	X	30374		
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
	2019	MAZDA			MAZDA3	JM1BPA3L3K1118539			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
	OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE								
	AND THE PROCEEDS OF THOSE VEHICLES								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	D+H LIMITED PARTNERSHIP (BNS)								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	2 ROBERT SPECK PARKWAY, 15TH FL				MISSISSAUGA	ON	L4Z 1H8		

END OF FAMILY

Type of Search	Individual Non-Specific						
Search Conducted On	KAMAL;PATEL						
File Currency	09JUN 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	794899242	12	12	25	26	04JUL 2026	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
794899242		001	2		20230704 0925 1532 9657	P PPSA	03

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
	28AUG1997	KAMAL		PATEL

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	Address	City	Province	Postal Code
	221 BENDING WAY	NEPEAN	ON	K2J6P2

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
	28AUG1997	K		PATEL

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	Address	City	Province	Postal Code
	221 BENDING WAY	NEPEAN	ON	K2J6P2

Secured Party	Secured Party / Lien Claimant			
	HONDA CANADA FINANCE INC.			
	Address	City	Province	Postal Code
	180 HONDA BLVD	MARKHAM	ON	L6C0H9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
	X					X	23729.00	28JUN2026	

Motor Vehicle Description	Year	Make	Model	V.I.N.
	2023	HONDA	CVIC	2HGFE2F36PH109921

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	D + H LIMITED PARTNERSHIP			
	Address	City	Province	Postal Code
	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8

CONTINUED

Type of Search	Individual Non-Specific								
Search Conducted On	KAMAL;PATEL								
File Currency	09JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	794899242	12	12	26	26	04JUL 2026			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
794899242		002	2		20230704 0925 1532 9657				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
	28AUG1997	KAMAL		B	PATEL				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
	221 BENDING WAY			NEPEAN	ON	K2J6P2			
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
	02DEC1978	SONALBEN		J	PATEL				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
	G2 - 95 FRONT AVE W			BROCKVILLE	ON	K6V4J8			
Secured Party	Secured Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

LAST PAGE

**Note: All pages have been returned.**

[BACK TO TOP](#)



All Pages



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"This is "Exhibit "M" referred to in the Affidavit of  
IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Michael Payne", is written over a horizontal line.

---

A Commissioner for taking affidavits

**From:** Nick Ainis <[nick@fusioncorp.ca](mailto:nick@fusioncorp.ca)>

**Sent:** Wednesday, May 22, 2024 9:27 AM

**To:** Andrew Pigott <[apigott@owenswright.com](mailto:apigott@owenswright.com)>; Ivan Bogdanovich <[ibogdanovich@duca.com](mailto:ibogdanovich@duca.com)>; kamal patel <[hojokitchener@yahoo.com](mailto:hojokitchener@yahoo.com)>

**Subject:** Re: Yeo towns - Belleville project

Hello Ivan

As you know Fusioncorp has been working as the construction manager for this project and we understand through other third parties that cameron stephens has assigned the loan back to duca

For the record, Fusioncorp has not been formally notified of any assignment and for the last 5 months, our trades and ourselves have not been paid as you are fully aware

Furthermore, we had managed to keep trades working on site for quite a while in good faith and managed to keep the liens in check AND we continue to pay our site super to maintain the site and secure the premises. I believe one of the trades has put a lien on the project

We have not suspended our work and services for the project, nor have we terminated our contract although it is our right to do so; as a courtesy to Kamal and also knowing his good intentions that he is in the final stages of bringing this loan back in good standing

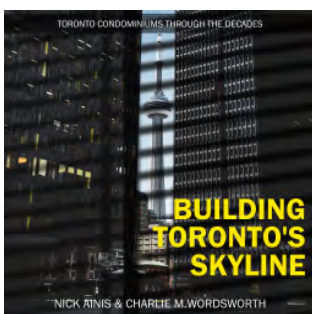
We request a meeting with the parties so that we understand duca's intentions here and especially our Taron registration is tied into this project

We can avert further issues with this project through proper communications and a plan to put this project back on track and we request this meeting take place sooner rather than later

Nick Ainis, Founder & CEO  
B. Tech. Arch. Sci. P.M.T.  
Fusioncorp Developments Inc.  
Cell: 416-917-0242  
[www.fusioncorp.ca](http://www.fusioncorp.ca)



 [Book time to meet with me](#)



[Buy My Book!](#)



"This is "Exhibit "N" referred to in the Affidavit of  
IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Amanda Payne".

---

A Commissioner for taking affidavits

Roger Jaipargas  
T 416.367.6266  
F 416.367.6749  
rjaipargas@blg.com

Borden Ladner Gervais LLP  
Bay Adelaide Centre, East Tower  
22 Adelaide Street West  
Toronto, ON, Canada M5H 4E3  
T 416.367.6000  
F 416.367.6749  
blg.com

May 23, 2024

**DELIVERED BY COURIER AND REGISTERED MAIL**

**PRIVATE & CONFIDENTIAL**

2460467 Ontario Inc.  
29 Idle Ridge Court  
Kitchener, ON N2A 3W3

Attention: Kamal Patel and Nick Ainis

Dear Sirs/Mesdames:

**Re: Indebtedness of 2460467 Ontario Inc. to DUCA Financial Services Credit Union Ltd. (the “Lender” or “DUCA”)**

We are the lawyers for the Lender in connection with the above-captioned matter.

We refer to a Commitment Letter dated as of November 3, 2022 (the “**Commitment Letter**”) from Cameron Stephens Mortgage Capital Ltd. (“**CS**”) (as administrator and trustee pursuant to a mortgage origination and servicing agreement dated as of December 9, 2019 between CS and DUCA), and accepted by 2460467 Ontario Inc. (the “**Borrower**”) and Kamal Patel (the “**Guarantor**”). Capitalized terms used in this letter and not otherwise defined herein shall have the meanings ascribed to them in the Commitment Letter.

Reference is also made to an assignment agreement dated as of May 15, 2024 (the “**Assignment Agreement**”) between CS, as assignor, and DUCA, as assignee, pursuant to which the Loan Facility, the Security and the rights related thereto have been assigned by CS to DUCA (the “**Assignment**”). Notice of the Assignment Agreement and the Assignment was provided to you on 17, 2024.

Reference is also made to (i) a Charge/Mortgage dated January 11, 2023 from the Borrower in the principal amount of \$19,440,000 (the “**Charge**”) in respect of the real property described in the Charge, municipally known as 240 Yeoman Street, Belleville, Ontario (the “**Property**”) and registered in the Land Registry Office for the Land Titles Division of Hastings (No. 21) (the “**Land Titles Office**”) on January 11, 2023 as Instrument No. HT324845, and (ii) a General Security Agreement dated December 6, 2022 from the Borrower, in favour of CS, which have been assigned to the Lender pursuant to the Assignment Agreement and the Assignment.

The indebtedness, liabilities and obligations of the Borrower to the Lender pursuant to the Commitment Letter are payable by the Borrower upon demand by the Lender at any time for any

reason whatsoever, including, without limitation, upon the occurrence of a default or an Event of Default under the Commitment Letter or the Security.

We hereby notify you that the Borrower has committed a number of defaults and Events of Default under the Commitment Letter and the Security. As at the date of this letter, those defaults and Events of Default continue, including, without limitation, the following:

1. the failure of the Borrower to pay interest when due on April 1, 2024, resulting in an Event of Default for the failure to make a payment of interest pursuant to the Commitment Letter when due;
2. in connection with the incurrence of costs with respect to the construction of the Project in excess of the costs budgeted and approved by the Lender, the failure of the Borrower to fund such excesses in accordance with the terms of the Commitment Letter and the undertaking dated as of December 6, 2022 executed by the Borrower and the Guarantor, resulting in Events of Default for breaches of covenants contained in the Commitment Letter and the Security;
3. the Borrower permitting the registration of a construction lien on title to the Property in the Land Titles Office (as Instrument No. HT345522) on April 12, 2024 in favour of 1829816 Ontario Inc. o/a Klaver Masonry & Concrete, in the principal amount of \$20,876, resulting in an Event of Default for a breach of covenant contained in the Commitment Letter and the Security; and
4. the Borrower has failed to pay at least \$6,393.82 in property taxes when due, resulting in an Event of Default for a breach of covenant contained in the Security.

The above-noted defaults and Events of Default under or in connection with the Commitment Letter and the Security have occurred and are continuing. All obligations under the Commitment Letter and the Security are immediately due and repayable. Pursuant to the Commitment Letter and the Security, we hereby declare, on behalf of the Lender, that all of the obligations of the Borrower to the Lender have become immediately due and payable.

As of May 23, 2024, the Borrower is indebted or otherwise liable to the Lender in the amount of CAD\$7,229,618.69, inclusive of interest to May 23, 2024, but excluding (i) any costs and expenses (including, without limitation, legal fees, disbursements and expenses) incurred to date and that will be incurred after the date hereof, (ii) additional interest from and after May 23, 2024 to which the Lender is entitled under the Commitment Letter and the Security, and (iii) liability under or in respect of Letters of Credit issued under Facility 2 (the “**Indebtedness**”). The Indebtedness is secured by the Security.

The Lender hereby demands the immediate repayment of the Indebtedness in full by the Borrower. Payment of the Indebtedness in full is to be made forthwith to the Lender. If payment in full is not made forthwith, the Lender intends to take such steps as are necessary or appropriate to obtain payment thereof, including, without limitation, the enforcement of the Security held by the Lender and the commencement of legal proceedings for the recovery of the Indebtedness. In this regard, we enclose a Notice of Intention to Enforce Security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**Notice**”), and a waiver and consent to

the immediate enforcement of the Security. If you agree to the Lender proceeding to enforce on the Security prior to the expiry of the 10-day notice period set out in the Notice, please sign and return the waiver and consent attached thereto.

Yours very truly,

A handwritten signature in blue ink, appearing to read "Roger Jaipargas".

Roger Jaipargas

Attachments

cc: Kamal Patel (by courier, registered mail and email with attachments)  
Ivan Bogdanovich, DUCA Financial Services Credit Union Ltd. (by email with attachments)

**NOTICE OF INTENTION TO ENFORCE SECURITY**  
(Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))

TO: **2460467 ONTARIO INC.** (the “insolvent person”)<sup>1</sup>  
29 Idle Ridge Court  
Kitchener, Ontario  
N2A 3W3

**TAKE NOTICE THAT:**

1. DUCA Financial Services Credit Union Ltd., as Lender, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All of the present and future assets, property and undertaking of the insolvent person.

2. The security that is to be enforced is in the form of the following (collectively, the “Security”):
  - (a) General Security Agreement dated December 6, 2022;
  - (b) Charge/Mortgage dated January 11, 2023 in respect of a real property located at 240 Yeoman Street, Belleville, Ontario;
  - (c) Assignment of Construction and Servicing Contracts dated December 6, 2022; and
  - (d) such further and other security as may be held by DUCA Financial Services Credit Union Ltd., as Lender.
3. The total amount of indebtedness secured by the Security as of May 23, 2024 is the sum of CAD\$7,229,618.69, plus interest, costs and expenses to the date of payment and liability under or in respect of letters of credit.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period after this Notice is sent, unless the insolvent person consents to an earlier enforcement by executing the waiver and consent attached hereto and returning an executed copy to the undersigned.

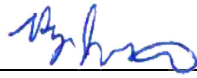
*[signature page follows]*

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<sup>1</sup> The term “insolvent person” is inserted in this form merely to comply with Form 86 and Rule 124 of the *Bankruptcy and Insolvency Act* (Canada).

**DATED** at Toronto, Ontario this 23rd day of May, 2024.

**DUCA FINANCIAL SERVICES CREDIT  
UNION LTD. as Lender, by its lawyers, Borden  
Ladner Gervais LLP**

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

**TO: DUCA FINANCIAL SERVICES CREDIT UNION LTD. as Lender**

**2460467 ONTARIO INC.** hereby acknowledges receipt of the Notice of Intention to Enforce Security dated May 23, 2024 delivered by DUCA Financial Services Credit Union Ltd., as Lender, pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) and hereby waives the time period provided therein and consents to the immediate enforcement of the security.

**DATED** at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2024.

**2460467 ONTARIO INC.**

Per:

\_\_\_\_\_  
Name:

Title:

I am authorized to bind the company.

"This is "Exhibit "O" referred to in the Affidavit of  
IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Michael J. ...", is written over a horizontal line.

---

A Commissioner for taking affidavits



**CERTIFICATE OF TREASURER  
CITY OF BELLEVILLE**



**Certificate No.: 24984  
Date : April 23, 2024**

**Lawyer:** BORDEN LADNER GERVAIS LLP  
2800-22 ADELAIDE ST W  
  
TORONTO ON M5H 4E3

**Roll: 1208 050 15000105.0000  
Property:** PLAN 92 LOTS 14, 21 & PT LOT 15, 20,  
PT UNION, YEOMANS & RAILWAY ST  
RP 21R18413 PARTS 1, 2, & 3

**Location:** 240 YEOMANS ST  
**Owner:** 2460467 ONTARIO INC

**Requested by:** Xue Yan

**STATEMENT OF ARREARS OF TAXES (MUNICIPAL ACT S.O. 2001, c.25 s.352)**

YEAR	TAXES LEVIED	TAXES OUTSTANDING	INTEREST OUTSTANDING	TOTAL
2021 & Prior.:		0.00	0.00	0.00
2022:	12065.54	0.00	0.00	0.00
2023:	12463.83	0.00	0.00	0.00
<b>Total</b>		0.00	0.00	0.00

**CURRENT TAX CERTIFICATE (MUNICIPAL ACT S.O. 2001, c.25 s.352)**


INSTALLMENT	EFFECTIVE	TAXES LEVIED	TAXES OUTSTANDING	TAXES PAST DUE
Feb 27, 2024 I		3116.92	3116.92	3116.92
Apr 26, 2024 I		3115.00	3115.00	
<b>Penalty</b>			77.96	77.96
<b>Credit</b>				0.00
<b>Misc. Charges</b>			3.00	3.00
<b>Total</b>		6231.92	6312.88	3197.88

**TOTAL PAST DUE 3197.88**

**NO AREA CHARGES AND OTHER ADJUSTMENT CHARGES**

**NO LOCAL IMPROVEMENTS**

**I hereby certify that the above statements respectively show all arrears of taxes returned to this office and due and owing against the above lands.**

  
\_\_\_\_\_  
**Manager of Taxation  
Andrea Steenburgh**

**Notes :** NOTE: ANY PAST DUE BALANCE CARRIED PAST THE LAST DAY OF THE MONTH (APRIL 30, 2024) WILL INCUR INTEREST AT 1.25 PERCENT.

This Tax Certificate has been prepared in accordance with provisions of Section 352 of the Municipal Act, 2001, S.O. 2001, c. 25. The total taxes may include additions to the Tax Collector's Roll as authorized by Provincial Legislation. Information contained reflects only those payments and charges added to the Tax Collector's Roll up to the date of certification. Information provided is based on funds received to date being honoured by financial institutions.

Interest and penalty charges are reflected to the date of signature.

Certification is subject to additional levy or adjustment pursuant to the Assessment Act, R.S.O. 1990 C A.31.

"This is "Exhibit "P" referred to in the Affidavit of  
IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Adriana G. [unclear]", is written over a horizontal line.

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A Commissioner for taking affidavits

**Properties**

**PIN** 40454 - 0002 LT  
**Description** PCL 14-2 SEC 92 (BELLEVILLE); LT 14 PL 92 THURLOW; LT 21 PL 92 THURLOW; PT LT 15 PL 92 THURLOW; PT LT 20 PL 92 THURLOW; PT UNION ST PL 92 THURLOW; PT RAILROAD ST PL 92 THURLOW; PT YEOMANS ST PL 92 THURLOW PT 1, 2 & 3 21R18413; S/T EASEMENT OVER PT 2 21R18413 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; S/T EASEMENT OVER PT 1,2,3 21R22303 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; T/W EASEMENT OVER PTS 1,2,3 21R22307 AS IN HT33628; BELLEVILLE; COUNTY OF HASTINGS; SUBJECT TO AN EASEMENT IN GROSS AS IN HT292181  
**Address** 240 YEOMANS STREET  
 BELLEVILLE

**Consideration**

**Consideration** \$20,876.06

**Claimant(s)**

**Name** 1829816 ONTARIO INC.  
**Address for Service** 58 Richmond Park Drive  
 Napanee, Ontario  
 K7R 3M4

I am the lien claimant and the facts stated in the claim for lien are true.

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

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

**Statements**

Name and Address of Owner 2460467 Ontario Inc., 2066 Avenue Road, Toronto, Ontario, M5M 4A6 Name and address of person to whom lien claimant supplied services or materials 2460467 Ontario Inc. 2066 Avenue Road, Toronto, Ontario, M5M 4A6 Time within which services or materials were supplied from 2022/11/07 to 2024/03/28 Short description of services or materials that have been supplied form and pour footings and foundation walls with rebar, and concrete framework Contract price or subcontract price 1,003,212.32 + HST Amount claimed as owing in respect of services or materials that have been supplied \$20,876.06

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

**Signed By**

Julie Forbes 27 Princess St, Suite 300 acting for Signed 2024 04 12  
 Kingston Applicant(s)  
 K7L 1A3

Tel 613-544-0211

Fax 613-542-9814

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

**Submitted By**

CUNNINGHAM, SWAN, CARTY, LITTLE & BONHAM 27 Princess St, Suite 300 2024 04 12  
 LLP Kingston  
 K7L 1A3

Tel 613-544-0211

Fax 613-542-9814

**Fees/Taxes/Payment**

**Statutory Registration Fee** \$69.95

**Total Paid** \$69.95

**File Number**

**Claimant Client File Number :** 38417-2

"This is "Exhibit "Q" referred to in the Affidavit of  
IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Amanda Payne".

---

A Commissioner for taking affidavits

Roger Jaipargas  
T 416.367.6266  
F 416.367.6749  
rjaipargas@blg.com

Borden Ladner Gervais LLP  
Bay Adelaide Centre, East Tower  
22 Adelaide Street West  
Toronto, ON, Canada M5H 4E3  
T 416.367.6000  
F 416.367.6749  
blg.com

May 23, 2024

**DELIVERED BY COURIER AND REGISTERED MAIL**

**PRIVATE & CONFIDENTIAL**

Mr. Kamal Patel  
29 Idle Ridge Court  
Kitchener, ON N2A 3W3

Dear Sir:

**Re: Guarantee in respect of the Indebtedness of 2460467 Ontario Inc. to DUCA Financial Services Credit Union Ltd. (the “Lender” or “DUCA”)**

We are the lawyers for the Lender in connection with the above-captioned matter.

We refer to a Commitment Letter dated as of November 3, 2022 (the “**Commitment Letter**”) from Cameron Stephens Mortgage Capital Ltd. (“**CS**”) (as administrator and trustee pursuant to a mortgage origination and servicing agreement dated as of December 9, 2019 between CS and DUCA), and accepted by 2460467 Ontario Inc. (the “**Borrower**”) and Kamal Patel (the “**Guarantor**”). Capitalized terms used in this letter and not otherwise defined herein shall have the meanings ascribed to them in the Commitment Letter.

Reference is also made to an assignment agreement dated as of May 15, 2024 (the “**Assignment Agreement**”) between CS, as assignor, and DUCA, as assignee, pursuant to which the Loan Facility, the Security and the rights related thereto have been assigned by CS to DUCA (the “**Assignment**”). Notice of the Assignment Agreement and the Assignment was provided to you on May 17, 2024.

We also refer to your Guarantee and Postponement of Claim dated as of December 6, 2022 (the “**Guarantee**”) in respect of the Borrower’s obligations to the Lender, which has been assigned to the Lender pursuant to the Assignment Agreement and the Assignment. Pursuant to the Guarantee, you have guaranteed payment on demand of all present and future debts and liabilities owing by the Borrower to the Lender pursuant to the Commitment Letter (the “**Indebtedness**”), together with interest thereon from the date of demand and all costs, charges and expenses incurred by the Lender in respect of the Indebtedness or in enforcing the Guarantee.

As of May 23, 2024, you are indebted or otherwise liable to the Lender in the amount of CAD\$7,229,618.69, inclusive of interest to May 23, 2024, but excluding (i) any costs and expenses (including, without limitation, legal fees, disbursements and expenses) incurred to date and that will be incurred after the date hereof, (ii) additional interest from and after May 23, 2024 to which

the Lender is entitled under the Guarantee, and (iii) liability under or in respect of Letters of Credit issued under Facility 2 (the “**Guaranteed Indebtedness**”).

The Lender hereby demands the immediate repayment of the Guaranteed Indebtedness in full by the Guarantor. Payment of the Guaranteed Indebtedness in full is to be made forthwith to the Lender. If payment in full is not made forthwith, the Lender intends to take such steps as are necessary or appropriate to obtain payment thereof. In this regard, we enclose a Notice of Intention to Enforce Security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**Notice**”), and a waiver and consent to the immediate enforcement of the Security. If you agree to the Lender proceeding to enforce on the Security prior to the expiry of the 10-day notice period set out in the Notice, please sign and return the waiver and consent attached thereto.

Yours very truly,



Roger Jaipargas

Attachments

cc: Ivan Bogdanovich, DUCA Financial Services Credit Union Ltd. (by email with attachments)

**NOTICE OF INTENTION TO ENFORCE SECURITY**  
**(Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))**

TO: Kamal Patel (the “insolvent person”)<sup>1</sup>  
29 Idle Ridge Court  
Kitchener, Ontario  
N2A 3W3

**TAKE NOTICE THAT:**

1. DUCA Financial Services Credit Union Ltd., as Lender, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

100 common shares in the capital of 2460467 Ontario Inc. held by the insolvent person, representing one hundred percent (100%) of the issued and outstanding shares of the capital stock of 2460467 Ontario Inc.
2. The security that is to be enforced is in the form of the following (collectively, the “Security”):
  - (a) Share Pledge Agreement dated December 5, 2022; and
  - (b) such further and other security as may be held by DUCA Financial Services Credit Union Ltd., as Lender.
3. The total amount of indebtedness secured by the Security as of May 23, 2024 is the sum of CAD\$7,229,618.69, plus interest, costs and expenses to the date of payment and liability under or in respect of letters of credit.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period after this Notice is sent, unless the insolvent person consents to an earlier enforcement by executing the waiver and consent attached hereto and returning an executed copy to the undersigned.


*[signature page follows]*

---

<sup>1</sup> The term "insolvent person" is inserted in this form merely to comply with Form 86 and Rule 124 of the *Bankruptcy and Insolvency Act* (Canada).

**DATED** at Toronto, Ontario this 23rd day of May, 2024.

**DUCA FINANCIAL SERVICES CREDIT  
UNION LTD. as Lender, by its lawyers, Borden  
Ladner Gervais LLP**

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

Roger Jaipargas



**TO: DUCA FINANCIAL SERVICES CREDIT UNION LTD. as Lender**

I hereby acknowledge receipt of the Notice of Intention to Enforce Security dated May 23, 2024 delivered by DUCA Financial Services Credit Union Ltd., as Lender, pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) and hereby waive the time period provided therein and consents to the immediate enforcement of the security.

**DATED** at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Kamal Patel

"This is "Exhibit "R" referred to in the Affidavit of  
IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Adriano Pappalardo", is written over a horizontal line.

---

A Commissioner for taking affidavits

**CERTIFICATE OF TREASURER  
CITY OF BELLEVILLE**



**Certificate No.: 24984  
Date : June 10, 2024**

**Lawyer:** BORDEN LADNER GERVAIS LLP  
2800-22 ADELAIDE ST W  
  
TORONTO ON M5H 4E3

**Roll: 1208 050 15000105.0000  
Property:** PLAN 92 LOTS 14, 21 & PT LOT 15, 20,  
PT UNION, YEOMANS & RAILWAY ST  
RP 21R18413 PARTS 1, 2, & 3

**Location:** 240 YEOMANS ST  
**Owner:** 2460467 ONTARIO INC

**Requested by:** Xue Yan

**STATEMENT OF ARREARS OF TAXES (MUNICIPAL ACT S.O. 2001, c.25 s.352)**

YEAR	TAXES LEVIED	TAXES OUTSTANDING	INTEREST OUTSTANDING	TOTAL
<b>2021 &amp; Prior.:</b>		0.00	0.00	0.00
<b>2022:</b>	12065.54	0.00	0.00	0.00
<b>2023:</b>	12463.83	0.00	0.00	0.00
<b>Total</b>		0.00	0.00	0.00

**CURRENT TAX CERTIFICATE (MUNICIPAL ACT S.O. 2001, c.25 s.352)**

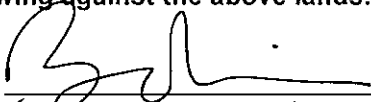
INSTALLMENT	EFFECTIVE	TAXES LEVIED	TAXES OUTSTANDING	TAXES PAST DUE
Feb 27, 2024	I	3116.92	3116.92	3116.92
Apr 26, 2024	I	3115.00	3115.00	3115.00
Jun 26, 2024	F	3493.38	3493.38	
Sep 26, 2024	F	3492.00	3492.00	
<b>Penalty</b>			233.87	233.87
<b>Credit</b>				0.00
<b>Misc. Charges</b>			6.00	6.00
<b>Total</b>		13217.30	13457.17	6471.79

**TOTAL PAST DUE 6471.79**

**NO AREA CHARGES AND OTHER ADJUSTMENT CHARGES**

**NO LOCAL IMPROVEMENTS**

I hereby certify that the above statements respectively show all arrears of taxes returned to this office and due and owing against the above lands.

  
**Manager of Taxation**  
**Andrea Steenburgh**

**Notes :** NOTE: ANY PAST DUE BALANCE CARRIED PAST THE LAST DAY OF THE MONTH (JUNE 30, 2024) WILL INCUR INTEREST AT 1.25 PERCENT.

This Tax Certificate has been prepared in accordance with provisions of Section 352 of the Municipal Act, 2001, S.O. 2001, c. 25. The total taxes may include additions to the Tax Collector's Roll as authorized by Provincial Legislation. Information contained reflects only those payments and charges added to the Tax Collector's Roll up to the date of certification. Information provided is based on funds received to date being honoured by financial institutions. Interest and penalty charges are reflected to the date of signature. Certification is subject to additional levy or adjustment pursuant to the Assessment Act, R.S.O. 1990 C.A.31.

"This is "Exhibit "S" referred to in the Affidavit of  
IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Adriana Gypis", is written above a horizontal line.

---

A Commissioner for taking affidavits

LAND  
REGISTRY  
OFFICE #21

40454-0002 (LT)

PAGE 1 OF 5  
PREPARED FOR Emila001  
ON 2024/06/11 AT 13:53:09

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

**PROPERTY DESCRIPTION:** PCL 14-2 SEC 92 (BELLEVILLE); LT 14 PL 92 THURLOW; LT 21 PL 92 THURLOW; PT LT 15 PL 92 THURLOW; PT LT 20 PL 92 THURLOW; PT UNION ST PL 92 THURLOW; PT RAILROAD ST PL 92 THURLOW; PT YEOMANS ST PL 92 THURLOW PT 1, 2 & 3 21R18413; S/T EASEMENT OVER PT 2 21R18413 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; S/T EASEMENT OVER PT 1,2,3 21R22303 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; T/W EASEMENT OVER PTS 1,2,3 21R22307 AS IN HT33628; BELLEVILLE; COUNTY OF HASTINGS; SUBJECT TO AN EASEMENT IN GROSS AS IN HT292181

**PROPERTY REMARKS:**

**ESTATE/QUALIFIER:**  
FEE SIMPLE  
ABSOLUTE

**RECENTLY:**  
FIRST CONVERSION FROM BOOK

**PIN CREATION DATE:**  
2004/12/20

**OWNERS' NAMES**  
2460467 ONTARIO INC.

**CAPACITY SHARE**  
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2004/12/17 **						
LT39270	1997/11/19	CHARGE		*** COMPLETELY DELETED ***	BUSINESS DEVELOPMENT BANK OF CANADA	
LT39271	1997/11/19	NO ASSGN RENT GEN		*** COMPLETELY DELETED ***		
REMARKS: LT39270						
21R18413	1998/02/16	PLAN REFERENCE				C
LT39765	1998/02/24	TRANSFER		*** COMPLETELY DELETED ***	DENOUDEN INC.	
LT39798	1998/03/02	NOTICE AGREEMENT			THE CORPORATION OF THE CITY OF BELLEVILLE	C
HT7001	2005/09/23	NOTICE		THE CORPORATION OF THE CITY OF BELLEVILLE		C
HT16689	2006/05/12	CHARGE		*** COMPLETELY DELETED *** DENOUDEN INC.	BANK OF MONTREAL	
HT17602	2006/06/02	DISCH OF CHARGE		*** COMPLETELY DELETED *** BUSINESS DEVELOPMENT BANK OF CANADA		
REMARKS: RE: LT39270						
21R22303	2007/06/12	PLAN REFERENCE				C
HT33628	2007/06/19	TRANSFER		*** COMPLETELY DELETED *** DENOUDEN INC.	DONDEB INC.	
REMARKS: PLANNING ACT CONSENT						
HT33629	2007/06/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
REMARKS: RE: HT16689						

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
HT33630	2007/06/19	CHARGE		*** COMPLETELY DELETED *** DONDEB INC.	ONTARIO WEALTH MANAGEMENT CORPORATION	
HT103415	2011/04/15	NO CHNG ADDR INST		*** DELETED AGAINST THIS PROPERTY *** ONTARIO WEALTH MANAGEMENT CORPORATION		
	REMARKS: HT33630					
HT116369	2011/12/14	CHARGE		*** COMPLETELY DELETED *** DONDEB INC.	RANKEL, FRED	
HT116409	2011/12/14	NOTICE		*** COMPLETELY DELETED *** ELLIOTT, HOWARD ELLIOTT, DONNA	RANKEL, FRED	
	REMARKS: POSTPONES INTEREST UNDER 11-0000714 WRIT TO HT116369					
HT116424	2011/12/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** ONTARIO WEALTH MANAGEMENT CORPORATION		
	REMARKS: HT33630.					
HT131771	2012/10/29	APL COURT ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	A. FARBER & PARTNERS INC.	
HT149765	2013/12/04	APL VESTING ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	ALFRED PETER ENTERPRISES INC.	
HT202563	2017/01/25	TRANSFER	\$593,000	ALFRED PETER ENTERPRISES INC.	2460467 ONTARIO INC.	C
	REMARKS: PLANNING ACT STATEMENTS.					
HT202564	2017/01/25	CHARGE		*** COMPLETELY DELETED *** 2460467 ONTARIO INC.	ALFRED PETER ENTERPRISES INC.	
HT240045	2018/12/21	NOTICE		2460467 ONTARIO INC.	DENOUDEN INC.	C
	REMARKS: HT33628					
HT244334	2019/04/09	NOTICE	\$2	THE CORPORATION OF THE CITY OF BELLEVILLE		C
	REMARKS: SITE PLAN AGREEMENT					
HT261969	2020/02/21	CHARGE		*** COMPLETELY DELETED *** 2460467 ONTARIO INC.	2257764 ONTARIO INC.	
HT274905	2020/10/26	CHARGE		*** COMPLETELY DELETED *** 2460467 ONTARIO INC.	FRANCESCHI, PATRIZIA	
HT274906	2020/10/26	NO ASSGN RENT GEN		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		REMARKS: HT274905		2460467 ONTARIO INC.	FRANCESCHI, PATRIZIA	
HT274907	2020/10/26	POSTPONEMENT		*** COMPLETELY DELETED *** 2257764 ONTARIO INC.	FRANCESCHI, PATRIZIA	
		REMARKS: HT261969 TO HT274905				
HT274993	2020/10/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** ALFRED PETER ENTERPRISES INC.		
		REMARKS: HT202564.				
HT282017	2021/02/24	NOTICE		*** COMPLETELY DELETED *** 2257764 ONTARIO INC.	2460467 ONTARIO INC.	
		REMARKS: TO BE DELETED UPON THE DELETION OF HT261969				
HT292181	2021/07/21	TRANSFER EASEMENT	\$2	2460467 ONTARIO INC.	ENBRIDGE GAS INC.	C
HT298096	2021/10/13	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2257764 ONTARIO INC.		
		REMARKS: HT261969.				
HT299049	2021/10/28	CHARGE		*** COMPLETELY DELETED *** 2460467 ONTARIO INC.	FRANCESCHI, PATRIZIA	
HT299050	2021/10/28	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2460467 ONTARIO INC.	FRANCESCHI, PATRIZIA	
		REMARKS: HT299049				
HT299051	2021/10/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** FRANCESCHI, PATRIZIA		
		REMARKS: HT274905.				
HT301720	2021/12/03	CHARGE		*** COMPLETELY DELETED *** 2460467 ONTARIO INC.	LUCA, ELIZABETH	
HT305409	2022/02/08	NO CHNG ADDR OWNER		2460467 ONTARIO INC.		C
HT305410	2022/02/08	NO CHNG ADDR INST		2460467 ONTARIO INC.		C
		REMARKS: HT202563.				
HT305411	2022/02/08	NO CHNG ADDR INST		2460467 ONTARIO INC.		C
		REMARKS: HT240045.				

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
HT324125	2022/12/20	CHARGE	\$7,000,000	2460467 ONTARIO INC.	WESTMOUNT GUARANTEE SERVICES INC.	C
HT324512	2023/01/03	CHARGE	\$575,000	2460467 ONTARIO INC.	1154605 ONTARIO INC.	C
HT324513	2023/01/03	NO ASSGN RENT GEN		2460467 ONTARIO INC.	1154605 ONTARIO INC.	C
		REMARKS: HT324512				
HT324845	2023/01/11	CHARGE	\$19,440,000	2460467 ONTARIO INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
HT324846	2023/01/11	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
		REMARKS: HT324125 TO HT324845				
HT324847	2023/01/11	POSTPONEMENT		1154605 ONTARIO INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
		REMARKS: HT324512 TO HT324845				
HT325033	2023/01/13	DISCH OF CHARGE		*** COMPLETELY DELETED *** FRANCESCHI, PATRIZIA		
		REMARKS: HT299049.				
HT325034	2023/01/13	DISCH OF CHARGE		*** COMPLETELY DELETED *** LUCA, ELIZABETH		
		REMARKS: HT301720.				
HT345522	2024/04/12	CONSTRUCTION LIEN	\$20,876	1829816 ONTARIO INC.		C
HT347095	2024/05/17	TRANSFER OF CHARGE		CAMERON STEPHENS MORTGAGE CAPITAL LTD.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
		REMARKS: HT324845.				
HT347155	2024/05/17	CONSTRUCTION LIEN	\$23,343	RONA INC.		C
HT347215	2024/05/21	CONSTRUCTION LIEN	\$189,302	1829816 ONTARIO INC.		C
		REMARKS: LIEN				
HT347517	2024/05/28	CONSTRUCTION LIEN	\$124,365	CAMBRIDGE DRYWALL SERVICES LTD.		C
HT347597	2024/05/29	CONSTRUCTION LIEN	\$541,799	995451 ONTARIO INC.		C
HT348001	2024/06/04	CONSTRUCTION LIEN	\$878,720	FUSIONCORP DEVELOPMENTS INC.		C
HT348028	2024/06/05	CONSTRUCTION LIEN	\$255,652	BONWEST LIMITED		C
HT348103	2024/06/06	CONSTRUCTION LIEN	\$26,552	TOROMONT INDUSTRIES LTD.		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



LAND  
 REGISTRY  
 OFFICE #21

40454-0002 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
HT348293	2024/06/11	CONSTRUCTION LIEN	\$65,543	A. HEWITT AND SONS INC.		

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

"This is "Exhibit "T" referred to in the Affidavit of  
IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Amanda Gosselin", is written over a horizontal line.

---

A Commissioner for taking affidavits

**From:** Jaipargas, Roger <RJaipargas@blg.com>  
**Sent:** Monday, June 17, 2024 2:17 PM  
**To:** William Friedman <wf@friedmans.ca>  
**Cc:** Hollard, Nick <NHollard@blg.com>  
**Subject:** RE: Without prejudice - Yeo Towns, Belleville Project  
**Importance:** High

Hi Bill,

Further to our exchange of emails below, attached is a Statement of Indebtedness, as requested.

Bill, you have not provided a response to my questions set out below. Do you have instructions to accept service of our receivership application? Also, will you or someone from your office attend at the 9:30AM, or case conference with me, when I look to convene same, to seek the direction of the Court to bring this application on the Commercial List? I have seen some emails from Mr. Ali and Mr. Patel of last week. Would you kindly tell them that we have been and will continue to engage with you, as counsel to Yeo Towns. Your client should be under no illusion, in that DUCA has lost confidence in your client and their ability to complete the project.

May I please hear from you on the matters set out below by 5PM on June 18<sup>th</sup>. Thank you.

Roger



**Roger Jaipargas**

T 416.367.6266 | [RJaipargas@blg.com](mailto:RJaipargas@blg.com)

Bay Adelaide Centre, East Tower, 22 Adelaide St. W, Toronto, ON, Canada M5H 4E3

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**BLG** | Canada's Law Firm

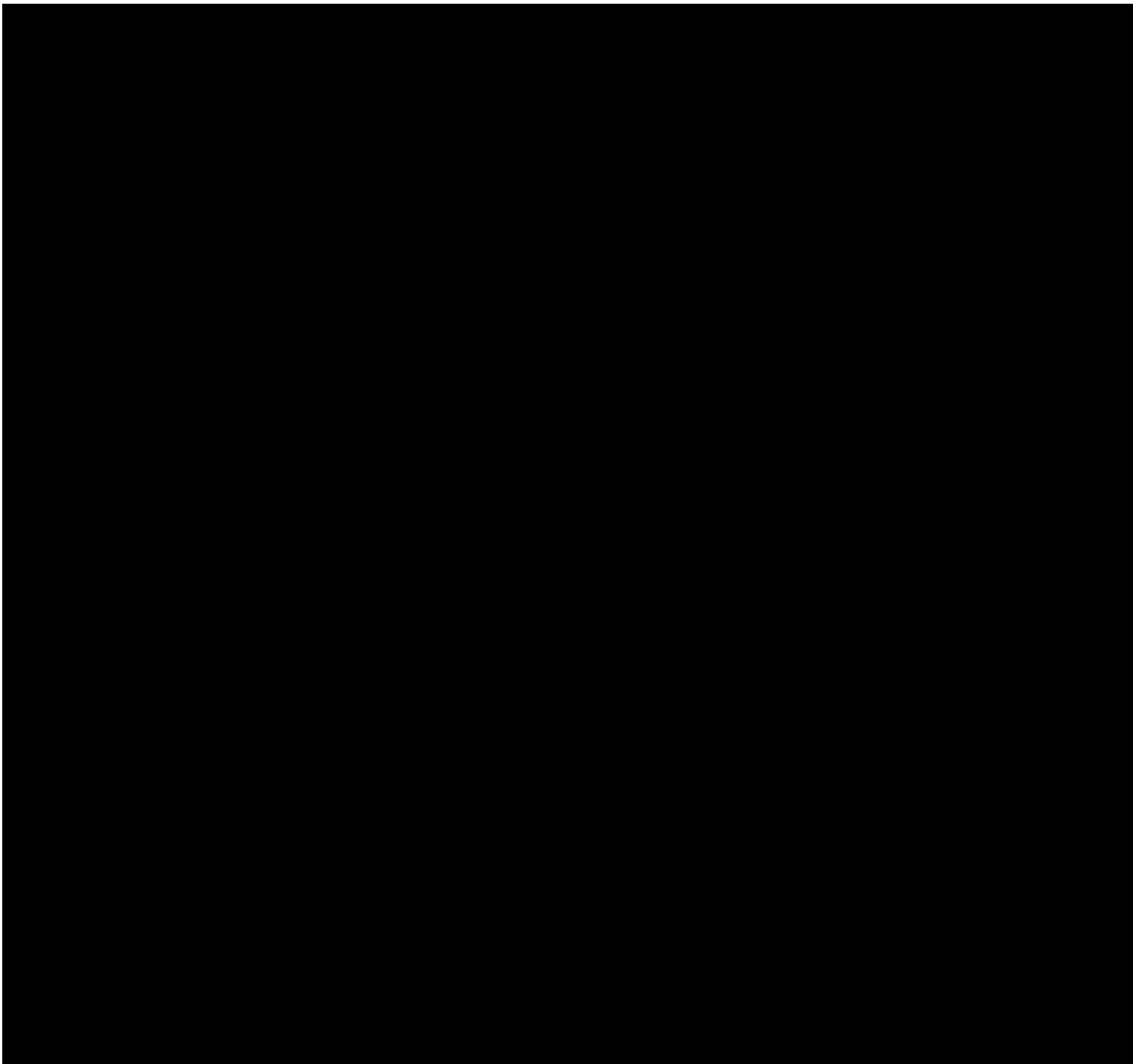
Calgary | Montréal | Ottawa | Toronto | Vancouver

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Borden Ladner Gervais LLP

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## STATEMENT OF INDEBTEDNESS

DUCA Financial Services Credit Union Ltd.  
5255 Yonge Street, 5th Floor  
Toronto, Ontario  
M2N 6P4

**RE: 2460467 ONTARIO INC.**

This is a statement of indebtedness in compliance with Section 22 of the *Mortgages Act*, R.S.O. 1990, c. M.40, setting out the amounts for which 2460467 Ontario Inc. is in default, which amounts are due and owing to DUCA Financial Services Credit Union Ltd. (“DUCA”).

The total payout balance due and payable by 2460467 Ontario Inc. as of June 12, 2024 is **\$7,449,568.58** (not accounting in this amount for legal fees and expenses). This consists of **\$7,084,655** principal and **\$181,357.46** interest. DUCA also has a letter of credit outstanding in the amount of **\$183,556.12**. For each day after June 12, 2024 for which payment is not made, an additional per diem amount of **\$1,785.72** applies.

In addition, legal fees and expenses up to May 31, 2024 are:

<b>Total</b>	<b>Fees</b>	<b>Disbursements</b>	<b>Taxes</b>
\$113,352.23	\$98,485.00	\$1,844.87	\$13,022.36

Additional legal fees and expenses on and after May 31, 2024 continue to accrue and cannot be estimated at this time as legal work is ongoing. All legal fees and expenses will be added to the payout balance above.

E.O.E.

"This is "Exhibit "U" referred to in the Affidavit of  
IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Adrian Gypis", is written over a horizontal line.

---

A Commissioner for taking affidavits



**Battlefield Equipment Rentals**  
880 South Service Road  
Stoney Creek, ON L8E 5M7  
905 643 9410 Tel  
905 643 6008 Fax

May 30, 2024

VIA: Regular Mail & E-mail

Customer # 49197  
2460467 ONTARIO INC  
29 IDLE RIDGE COURT  
KITCHENER, Ont.  
N2A 3W3

RE: **Fence pick up**  
CONTRACT #: 1C95829

**To Whom It May Concern:**

Due to non-payment on account #49197 please consider this letter as your 48 hour written notice that we will be picking up the fencing related to contract#: 1C95829 at the YEO TOWNS site at 240 Yeoman's Street, Belleville Ont. on Monday, June 3<sup>rd</sup>, 2024.

It is your responsibility to ensure that the site is secured with alternate means.

Alternatively, please remit payment for the account totalling \$26,552.16.

Thank you,

A handwritten signature in blue ink, appearing to read "Margie Davis".

Margie Davis  
General Manager  
**Battlefield Equipment Rentals**  
A division of Toromont Industries Ltd.  
(613) 392-9278  
**Margie.Davis@Toromont.com**

"This is "Exhibit "V" referred to in the Affidavit of  
IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Richard Payne", is written over a horizontal line.

---

A Commissioner for taking affidavits



**From:** Nick Ainis <[nick@fusioncorp.ca](mailto:nick@fusioncorp.ca)>

**Sent:** May 30, 2024 10:03 AM

**To:** Margie Davis <[Margie.Davis@toromont.com](mailto:Margie.Davis@toromont.com)>; kamal patel <[hojokitchener@yahoo.com](mailto:hojokitchener@yahoo.com)>

**Cc:** Laura Bull <[Laura.Bull@toromont.com](mailto:Laura.Bull@toromont.com)>; Joe Gigante <[Joe.Gigante@Toromont.com](mailto:Joe.Gigante@Toromont.com)>; Ivan Bogdanovich <[ibogdanovich@duca.com](mailto:ibogdanovich@duca.com)>; Scott Casselman <[scott@fusioncorp.ca](mailto:scott@fusioncorp.ca)>

**Subject:** Re: 49197 2460467 ONTARIO INC - notice of site fence pick up.

You don't often get email from [nick@fusioncorp.ca](mailto:nick@fusioncorp.ca). [Learn why this is important](#)

---

**Please be cautious**

This email was sent to you from someone outside of DUCA.

---

I don't think it is a good idea to leave the site insecure

I am copying the lender and our site super who might have some other thoughts about this

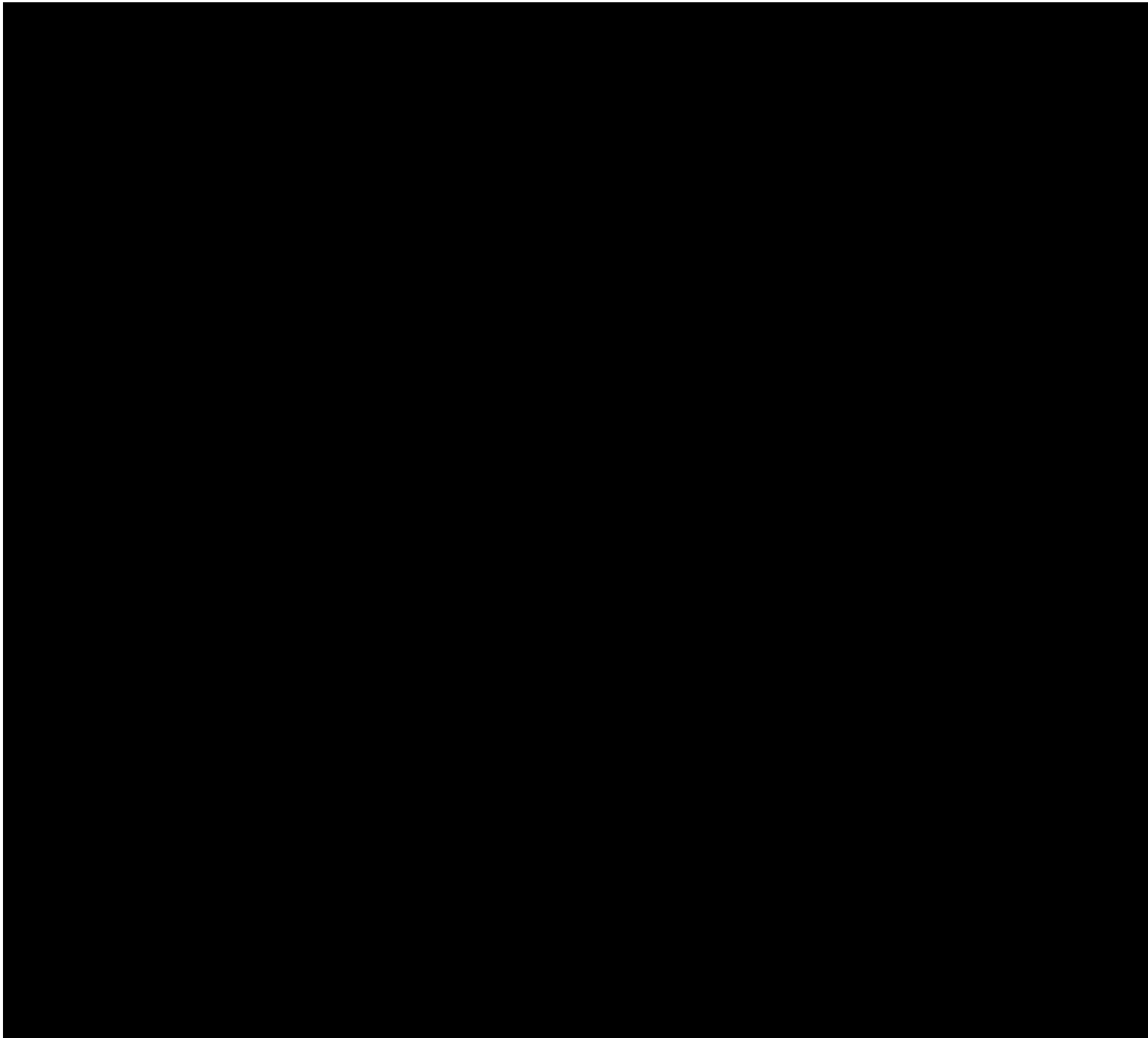
Nick Ainis, Founder & CEO  
B. Tech. Arch. Sci. P.M.T.  
Fusioncorp Developments Inc.  
Cell: 416-917-0242  
[www.fusioncorp.ca](http://www.fusioncorp.ca)



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"This is "Exhibit "W" referred to in the Affidavit of  
IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Amanda Gosselin", written over a horizontal line.

---

A Commissioner for taking affidavits



June 12, 2024

*Delivered via Registered Mail*

**2460467 Ontario Inc.**  
29 Idle Ridge Court  
Kitchener, ON N2A 3W3

**DUCA Financial Services Credit  
Union Ltd.**  
5255 Yonge Street, 4th Floor  
Toronto, ON M2N 6P4

**Westmount Guarantee Services Inc.**  
600 Cochrane Drive, Suite 205  
Markham, ON L3R 5K3

**1154605 Ontario Inc.**  
38 Timbermill Crescent  
Markham, ON L3P 6W8

Dear Sirs/Madams:

**Re: Fusioncorp Developments Inc. v. 2460467 Ontario Inc., et. al.**  
**Court File No.: CV-24-00000256-0000**  
**Client File No.: 359**

---

I act as counsel for Fusioncorp Developments Inc. with respect to the above-noted matter.

Please find enclosed the issued Statement of Claim and Certificate of Action, which was registered as Instrument No. HT348351 as against the subject property with respect to the above-noted matter, which are hereby served upon you pursuant to Section 87 of the *Construction Act*, R.S.O. 1990, c. C.30, as amended.

Yours very truly,

**FRIDMAR PROFESSIONAL  
CORPORATION**

per:

  
**DAN FRIDMAR**

[dan@fridmar.com](mailto:dan@fridmar.com)

DF

Encl.

**Properties**

**PIN** 40454 - 0002 LT

**Description** PCL 14-2 SEC 92 (BELLEVILLE); LT 14 PL 92 THURLOW; LT 21 PL 92 THURLOW; PT LT 15 PL 92 THURLOW; PT LT 20 PL 92 THURLOW; PT UNION ST PL 92 THURLOW; PT RAILROAD ST PL 92 THURLOW; PT YEOMANS ST PL 92 THURLOW PT 1, 2 & 3 21R18413; S/T EASEMENT OVER PT 2 21R18413 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; S/T EASEMENT OVER PT 1,2,3 21R22303 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; T/W EASEMENT OVER PTS 1,2,3 21R22307 AS IN HT33628; BELLEVILLE; COUNTY OF HASTINGS; SUBJECT TO AN EASEMENT IN GROSS AS IN HT292181

**Address** 240 YEOMANS STREET  
BELLEVILLE

**Party From(s)**

**Name** FUSIONCORP DEVELOPMENTS INC.

**Address for Service** c/o The Solicitor of Record: Dan Fridmar  
Fridmar Professional Corporation  
242 Applewood Crescent, Unit 5-Ground  
Concord, ON L4K 4E5  
E: dan@fridmar.com

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

**Statements**

This document relates to registration number(s)HT348001  
Schedule: See Schedules

**Signed By**

Daniel Fridmar	242 Applewood Crescent, Unit 5-Ground Concord L4K 4E5	acting for Party From(s)	Signed	2024 06 12
----------------	---	-----------------------------	--------	------------

Tel 416-697-0107  
Fax 289-807-0204

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

**Submitted By**

FRIDMAR PROFESSIONAL CORPORATION	242 Applewood Crescent, Unit 5-Ground Concord L4K 4E5	2024 06 12
----------------------------------	---	------------

Tel 416-697-0107  
Fax 289-807-0204

**Fees/Taxes/Payment**

Statutory Registration Fee	\$69.95
Total Paid	\$69.95

FORM 14

**CERTIFICATE OF ACTION UNDER SECTION 36 OF THE ACT**

*Construction Act*

CV- \_\_\_\_\_

Court File No.



**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**BETWEEN**

**FUSIONCORP DEVELOPMENTS INC.**

Plaintiff(s)

And

**2460467 ONTARIO INC.,  
DUCA FINANCIAL SERVICES CREDIT UNION LTD.,  
WESTMOUNT GUARANTEE SERVICES INC., and  
1154605 ONTARIO INC.**

Defendant(s)

**CERTIFICATE OF ACTION**

I certify that an action has been commenced in the Superior Court of Justice under the *Construction Act* between the above parties in respect of the premises described in Schedule A to this certificate, and relating to the claim(s) for lien bearing the following registration numbers:

**HT348001**

Date: \_\_\_\_\_

(registrar or local registrar)

**SCHEDULE A**

Description of premises:

**PIN: 40454 – 0002 LT**

**DESCRIPTION: PCL 14-2 SEC 92 (BELLEVILLE); LT 14 PL 92 THURLOW; LT 21 PL 92 THURLOW; PT LT 15 PL 92 THURLOW; PT LT 20 PL 92 THURLOW; PT UNION ST PL 92 THURLOW; PT RAILROAD ST PL 92 THURLOW; PT YEOMANS ST PL 92 THURLOW PT 1, 2 & 3 21R18413; S/T EASEMENT OVER PT 2 21R18413 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; S/T EASEMENT OVER PT 1,2,3 21R22303 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; T/W EASEMENT OVER PTS 1,2,3 21R22307 AS IN HT33628; BELLEVILLE; COUNTY OF HASTINGS; SUBJECT TO AN EASEMENT IN GROSS AS IN HT292181**

**ADDRESS: 240 YEOMANS STREET  
BELLEVILLE**

(The description of the premises must be the same as in the statement of claim, and must be sufficient for registration under the *Land Titles Act* or the *Registry Act*, as the case may be.)

**FUSIONCORP DEVELOPMENTS INC.**  
Plaintiff

-and-

**2460467 ONTARIO INC., et. al.**  
Defendants

Court File No.

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF the *Construction Act*, R.S.O. 1990, c.  
C.30, as amended**

**PROCEEDING COMMENCED AT BELLEVILLE**

**CERTIFICATE OF ACTION**

**FRIDMAR PROFESSIONAL CORPORATION**  
242 Applewood Crescent, Unit 5-Ground  
Concord, ON L4K 4E5

**Daniel Fridmar** – LSO# 77977M  
[dan@fridmar.com](mailto:dan@fridmar.com)  
(416) 697-0107 – Tel  
(289) 807-0204 – Fax

Lawyer for the Plaintiff



Court File No.

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Act*, R.S.O. 1990, c. C.30

BETWEEN:

**FUSIONCORP DEVELOPMENTS INC.**

Plaintiff

and

**2460467 ONTARIO INC.,  
DUCA FINANCIAL SERVICES CREDIT UNION LTD.,  
WESTMOUNT GUARANTEE SERVICES INC., and  
1154605 ONTARIO INC.**

Defendants

**STATEMENT OF CLAIM**

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff.  
The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.



TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date \_\_\_\_\_ Issued by \_\_\_\_\_  
Local Registrar

Address of court office: Superior Court of Justice  
15 Bridge Street West  
Belleville, ON K8P0C7

TO: **2460467 Ontario Inc.**  
29 Idle Ridge Court  
Kitchener, ON N2A 3W3

AND **DUCA Financial Services Credit Union Ltd.**  
TO: 5255 Yonge Street, 4th Floor  
Toronto, ON M2N 6P4

AND **Westmount Guarantee Services Inc.**  
TO: 600 Cochrane Drive, Suite 205  
Markham, ON L3R 5K3

AND **1154605 Ontario Inc.**  
TO: 38 Timbermill Crescent  
Markham, ON L3P 6W8

## CLAIM

1. The Plaintiff, Fusioncorp Developments Inc., claims:
  - (a) payment of the sum of **\$878,720.56**, for work performed on the premises as described in the Plaintiff's Claim for Lien;
  - (b) damages in the amount of **\$878,720.56**, for breach of contract;
  - (c) that, in default of payment of the sum of **\$878,720.56** together with interest and costs, the estate, rights, and interests of the Defendant 2460467 Ontario Inc. in the lands and premises described in the Plaintiff's Claim for Lien be sold and the proceeds be applied in a payment for the Plaintiff's claim and costs pursuant to the provisions of the *Construction Act*, R.S.O. 1990, c. C.43, as amended (the "*Act*");
  - (d) a charge on any and all holdbacks required to be retained by any and all of the Defendants pursuant to the *Act*;
  - (e) a Declaration that the Plaintiff has a valid lien against the lands and premises described in the Plaintiff's Claim for Lien;
  - (f) a Declaration regarding the priority of the Plaintiff's lien with respect to any and all registered and/or unregistered leases, easements, rights of way, charges, debentures and any other registered and/or unregistered interests whatsoever at the time the first lien arose on the property described in the Claim for Lien;
  - (g) restitution in the amount of **\$878,720.56**, being the reasonable value of the services and materials supplied by the Plaintiff at the request of and for the use and benefit of the Defendants, and to the detriment of the Plaintiff for which the Plaintiff remains unpaid;
  - (h) an Order, if necessary, granting leave to amend and/or rectify the Plaintiff's Claim

for Lien pursuant to Section 6 of the *Act*;

- (i) payment of pre-judgment and post-judgment interest at the rate agreed upon in article 6.2.1 and 6.2.2 of the CCDC 5-A Construction Management Contract – for Services (2010) entered into between the Plaintiff and the Defendant 2460467 Ontario Inc. on or about October 27, 2020, being two percent (2%) per annum above the prime rate (*quoted by the Royal Bank of Canada*) for the first sixty (60) days, followed by four percent (4%) per annum above the prime rate (*quoted by Royal Bank of Canada*) after the first sixty (60) days;
- (j) alternatively, payment of pre-judgment and post-judgment interest at the rate prescribed in the *Interest Act*, R.S.C. 1985, c. I-15;
- (k) in the further alternative, payment of pre-judgment and post-judgment interest at the rate prescribed by the *Courts of Justice Act*, R.S.O. 1990, c. C.43;
- (l) payment of its costs of this Action on a substantial indemnity basis or in the alternative, partial indemnity basis; and
- (m) such further and other relief as counsel may advise and this Honourable Court may permit.

2. The Plaintiff, Fusioncorp Developments Inc. (the “**Plaintiff**”) is a corporation duly incorporated pursuant to the laws of the Dominion of Canada carrying on business in the construction industry in Ontario.

3. The Defendant 2460467 Ontario Inc. (the “**Owner**”) is a corporation incorporated pursuant to the laws of the province of Ontario. The Owner was, at all material times, the party who contracted with the Plaintiff for the supply of pre-construction services, construction management services, as well as general condition services include site supervision, site staff, administration,

& labour forces, as well as supply of vinyl strip flooring and tile and extras as requested and approved to the property located at the lands and premises described in **Schedule “A”** of the Plaintiff’s Claim for Lien. The Owner was also, at all material times, the registered owner of the lands and premises described in **Schedule “A”** of the Plaintiff’s Claim for Lien and was an “owner” of those lands and premises as defined by Section 1 (1) of the *Act*.

4. The Defendant DUCA Financial Services Credit Union Ltd. (“**DUCA**”) is a corporation incorporated pursuant to the laws of the Province of Ontario, being a credit union regulated by the Deposit Insurance Corporation of Ontario, with a first-position charge registered against the subject lands and premises described in **Schedule “A”** of the Plaintiff’s Claim for Lien.

5. The Defendant Westmount Guarantee Services Inc. (“**Westmount**”) is a corporation incorporated pursuant to the laws of the Province of Ontario with a second-position charge registered against the subject lands and premises described in **Schedule “A”** of the Plaintiff’s Claim for Lien.

6. The Defendant 1154605 Ontario Inc. (“**115 Ontario**”) is a corporation incorporated pursuant to the laws of the Province of Ontario with a third-position charge registered against the subject lands and premises described in **Schedule “A”** of the Plaintiff’s Claim for Lien.

## **THE CONTRACT AND CONSTRUCTION LIEN**

7. The Plaintiff claims that, on or about October 27, 2020, it entered into a CCDC 5-A Construction Management Contract – for Services (2010) with the Owner for the supply of its services and materials, including but not limited to the supply of pre-construction services, construction management services, as well as general condition services include site supervision,

site staff, administration, & labour forces, as well as supply of vinyl strip flooring and tile and extras as requested and approved by the Owner (the “**Contract**”) to the lands and premises upon which the Plaintiff has registered its Claim for Lien, namely the property municipally known as 240 Yeomans Street, Belleville ON and more particularly described in **Schedule “A”** of the Plaintiff’s Claim for Lien (the “**Subject Property**”).

8. The Plaintiff claims that the total price of the Contract, inclusive of changes and further purchase orders, was the sum of \$2,276,593.86 inclusive of HST.

9. The Plaintiff claims that the said invoices for the supply of services and materials by the Plaintiff to the Subject Property have been sent and/or delivered to the Owner. The total money owing by the Owner to the Plaintiff with respect to the supply of services and materials by the Plaintiff to the Subject Property is the sum of \$878,720.56, plus interest and costs.

10. The Owner has neglected, refused, and/or otherwise failed to pay to the Plaintiff the said monies for the services and related materials supplied to the Subject Property. Accordingly, the Plaintiff claims that the Owner owes it the sum of \$878,720.56, plus interest and costs.

11. By reason of supplying the said material and services as hereinbefore set out, the Plaintiff became and is entitled to a lien upon the estate or interest of the Owner in the lands and premises more particularly described in the Claim for Lien of the Plaintiff hereinafter set forth as **Schedule “A”** in the amount \$878,720.56, plus interest and costs, pursuant to the provisions of the *Act*, and amendments thereto.

12. The Plaintiff states that, on or about June 4, 2024, in pursuance of the *Act*, it caused to be registered in the Land Titles Division of Hastings County No. 21, as Instrument No. HT348001, a

Claim for Lien, which is attached hereto as **Schedule “A”**, which claim is verified by a duly authorized representative of the Plaintiff, Mr. Dimitrios Ainis (the “**Construction Lien**”).

### **THE CHARGEES DEFENDANTS**

13. The Plaintiff pleads that there are presently three (3) charges secured against the Subject Property, namely the charges of DUCA, Westmount, and 115 Ontario.

14. DUCA took a transfer of charge from Cameron Stephens Mortgage Capital Ltd. (“**CSMC**”) on or about May 17, 2024, and which transfer was registered as Instrument No. HT347095 (the “**DUCA Financing Charge**”). Previously, CSMC registered its charge on or about January 11, 2023 as Instrument No. HT324845 in favour of CSMC (the “**Original CSMC Charge**”).

15. At the time of registering the Original CSMC Charge, Westmount and 115 Ontario had subordinated their charge interests to CSMC by way of registration of two (2) postponements on title as Instrument No. HT324846 with respect to Westmount’s charge, described below, as well as Instrument No. HT324847 with respect to 115 Ontario’s charge, described below (the “**Postponements**”). Both Postponements were registered in or about January 13, 2023.

16. Westmount registered its charge on or about December 20, 2022 as Instrument No. HT324125 in favour of Westmount (the “**Westmount Financing Charge**”).

17. 115 Ontario registered its charge on or about January 3, 2023 as Instrument No. HT324512 in favour of 115 Ontario (the “**115 Ontario Financing Charge**”).

18. The DUCA Financing Charge, Westmount Financing Charge, and the 115 Ontario Financing Charge are collectively referred to as the “**Financing Charges**”.

19. The Plaintiff claims that the Financing Charges were taken with the intention to secure financing of the improvements to the Subject Property. Accordingly, the Plaintiff claims that its Construction Lien has full priority over the Financing Charges.

20. The Plaintiff claims priority over the Financing Charges to the extent that Duca, Westmount, and/or 115 Ontario have failed, refused, or otherwise neglected to maintain the proper holdback as required under the *Act*. The Plaintiff claims as follows:

- (a) the Financing Charges are “building mortgage” as defined under Section 78(2) of the *Act*;
- (b) the Financing Charges were either not advanced or not fully advanced;
- (c) the Construction Lien has priority over any amounts not advanced;
- (d) the actual value of the Subject Property was less than the outstanding encumbrances when the first lien arose; and
- (e) the Construction Lien has priority to the extent of the deficiency in the holdback.

21. Further, the Plaintiff pleads that it has priority over Duca, Westmount, and/or 115 Ontario as they have over-advanced under the Financing Charges in relation to the value of the improvements provided to the Subject Property. The Plaintiff further claims that the Financing Charges do not constitute a prior mortgage as defined under Section 78 of the *Act* and, accordingly, the Construction Lien has priority over the Financing Charges.

## **DAMAGES**

22. The Plaintiff further claims damages in the amount of \$878,720.56 arising directly and/or indirectly from the breach of contract by the Owner including but not limited to loss of profit, loss

of chance, and the loss of business opportunity for other potential business. The Plaintiff claims and relies upon the doctrines of Expectancy and/or Reliance for quantification of damages.

23. The Plaintiff claims that it was ready, willing and able to perform the Contract between it and the Owner and that the Owner breached the Contract and caused the Plaintiff to incur damages in the amount of \$878,720.56.

24. The Plaintiff further states that the Defendants have failed to retain the proper holdback required under the *Act*.

25. In the alternative, if there is no contract between the Owner and the Plaintiff, the Plaintiff claims from the Defendants the sum of \$878,720.56 for material and labour supplied to the Subject Property, on the basis that the Defendants have been unjustly enriched by the said amount, which sum the Plaintiff claims restitution of and from any and all of the Defendants.

26. The Plaintiff therefore pleads and relies upon the doctrine of *quantum meruit* and/or *unjust enrichment* and the Plaintiff is seeking a disgorgement of profits arising from the monies owing to it by the Defendants directly or indirectly.

27. The Plaintiff claims and relies upon the provisions of the *Bills of Exchange Act*, R.S.C. 1985, c. B-4.

*[intentionally left blank]*



28. The Plaintiff proposes that this action be tried at the Belleville Courthouse, in the Province of Ontario.

**Date:** June 12, 2024

**FRIDMAR PROFESSIONAL  
CORPORATION**  
242 Applewood Cres., Unit 5-Ground  
Concord, ON L4K 4E5

**Daniel Fridmar** – LSO#: 77977M  
[dan@fridmar.com](mailto:dan@fridmar.com)  
(416) 697-0107 – Tel  
(289) 807-0204 – Fax

Lawyer for the Plaintiff

# Schedule “A”

LRO # 21 **Construction Lien**  
The applicant(s) hereby applies to the Land Registrar.

Received as HT348001 on 2024 06 04 at 13:31  
yyyy mm dd Page 1 of 1

**Properties**

PIN 40454 - 0002 LT

Description PCL 14-2 SEC 92 (BELLEVILLE); LT 14 PL 92 THURLOW; LT 21 PL 92 THURLOW; PT LT 15 PL 92 THURLOW; PT LT 20 PL 92 THURLOW; PT UNION ST PL 92 THURLOW; PT RAILROAD ST PL 92 THURLOW; PT YEOMANS ST PL 92 THURLOW PT 1, 2 & 3 21R18413; S/T EASEMENT OVER PT 2 21R18413 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; S/T EASEMENT OVER PT 1,2,3 21R22303 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; T/W EASEMENT OVER PTS 1,2,3 21R22307 AS IN HT33628; BELLEVILLE; COUNTY OF HASTINGS; SUBJECT TO AN EASEMENT IN GROSS AS IN HT292181

Address 240 YEOMANS STREET  
BELLEVILLE

**Consideration**

Consideration \$878,720.56

**Claimant(s)**

Name FUSIONCORP DEVELOPMENTS INC.  
Address for Service c/o The Solicitor of Record: Dan Fridmar  
Fridmar Professional Corporation  
242 Applewood Crescent, Unit 5-Ground  
Concord, ON L4K 4E5  
(E): dan@fridmar.com

I, Dimitrios Ainis, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

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

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

**Statements**

Name and Address of Owner 2460467 Ontario Inc., 29 Idle Ridge Court, Kitchener, ON N2A 3W3. Name and address of person to whom lien claimant supplied services or materials 2460467 Ontario Inc., 29 Idle Ridge Court, Kitchener, ON N2A 3W3. Time within which services or materials were supplied from 2020/10/23 to 2024/05/29 Short description of services or materials that have been supplied Supply of pre-construction services, construction management services, as well as general condition services include site supervision, site staff, administration, & labour forces, as well as supply of vinyl strip flooring and tile and extras as requested and approved. Contract price or subcontract price \$2,276,593.86. Amount claimed as owing in respect of services or materials that have been supplied \$878,720.56.

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

**Signed By**

Daniel Fridmar 242 Applewood Crescent, Unit 5-Ground acting for Signed 2024 06 04  
Concord Applicant(s)  
L4K 4E5

Tel 416-697-0107

Fax 289-807-0204

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

**Submitted By**

FRIDMAR PROFESSIONAL CORPORATION 242 Applewood Crescent, Unit 5-Ground 2024 06 04  
Concord  
L4K 4E5

Tel 416-697-0107

Fax 289-807-0204

**Fees/Taxes/Payment**

Statutory Registration Fee \$69.95

Total Paid \$69.95

**FUSIONCORP DEVELOPMENTS INC.**  
Plaintiff

-and-

**2460467 ONTARIO INC., et. al.**  
Defendants

Court File No.

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF the *Construction Act*, R.S.O. 1990, c.  
C.30, as amended**

**PROCEEDING COMMENCED AT BELLEVILLE**

**STATEMENT OF CLAIM**

**FRIDMAR PROFESSIONAL CORPORATION**  
242 Applewood Crescent, Unit 5-Ground  
Concord, ON L4K 4E5

**Daniel Fridmar** – LSO# 77977M  
[dan@fridmar.com](mailto:dan@fridmar.com)  
(416) 697-0107 – Tel  
(289) 807-0204 – Fax

Lawyer for the Plaintiff

"This is "Exhibit "X" referred to in the Affidavit of  
IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Adriana Gypis", is written over a horizontal line.

---

A Commissioner for taking affidavits

**From:** Punzo, Andrew <APunzo@blg.com>  
**Sent:** Monday, June 24, 2024 3:52 PM  
**To:** dan@fridmar.com  
**Cc:** Jaipargas, Roger <RJaipargas@blg.com>  
**Subject:** Duca - Fusioncorp - Yeo Towns

Dan

We act for Duca and have your client's Statement of Claim, which is attached. Please note that Duca asserts a first priority position with respect to the premises and disputes the allegations concerning priority in the Statement of Claim. As your client is aware, Duca is in the process of finalizing an application for the appointment of a receiver over 2460467 Ontario Inc. In the ordinary course, your client's claim against 2460467 Ontario Inc. will be stayed and priority issues will be addressed within the receivership proceeding. Therefore, to avoid any unnecessary steps in the lien action, we ask that you confirm no defence is required from Duca. Priority disputes will be addressed within the prospective receivership proceeding.

We look forward to hearing from you.



**Andrew Punzo**

Partner

T 416.367.6005 | [APunzo@blg.com](mailto:APunzo@blg.com)

Bay Adelaide Centre, East Tower, 22 Adelaide St. W, Toronto, ON, Canada M5H 4E3

---

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the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely



---

A Commissioner for taking affidavits

**From:** Daniel Fridmar <dan@fridmar.com>  
**Sent:** Tuesday, June 25, 2024 12:50 PM  
**To:** Punzo, Andrew <APunzo@blg.com>  
**Cc:** Jaipargas, Roger <RJaipargas@blg.com>  
**Subject:** RE: Duca - Fusioncorp - Yeo Towns

[External / Externe]

---

Hello Andrew,

I hope that you've been well.

I confirm that no Defence is required from Duca at this time. Please let me know once the receivership is commenced.

Have a pleasant day.

**Best Regards,**

**Dan Fridmar**  
Principal Lawyer





**Fridmar Professional Corporation**  
242 Applewood Crescent, Unit 5-Ground  
Concord, ON L4K 4E5

Tel: (416)-697-0107 | Fax: (289) 807-0204 | E-Mail: [dan@fridmar.com](mailto:dan@fridmar.com) | [LinkedIn](#)

Website: [fridmar.com](http://fridmar.com)

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**From:** Punzo, Andrew <[APunzo@blg.com](mailto:APunzo@blg.com)>  
**Sent:** Monday, June 24, 2024 3:52 PM  
**To:** Daniel Fridmar <[dan@fridmar.com](mailto:dan@fridmar.com)>  
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**Subject:** Duca - Fusioncorp - Yeo Towns

Dan

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We look forward to hearing from you.



**Andrew Punzo**  
Partner  
T 416.367.6005 | [APunzo@blg.com](mailto:APunzo@blg.com)  
Bay Adelaide Centre, East Tower, 22 Adelaide St. W, Toronto, ON, Canada M5H 4E3

---

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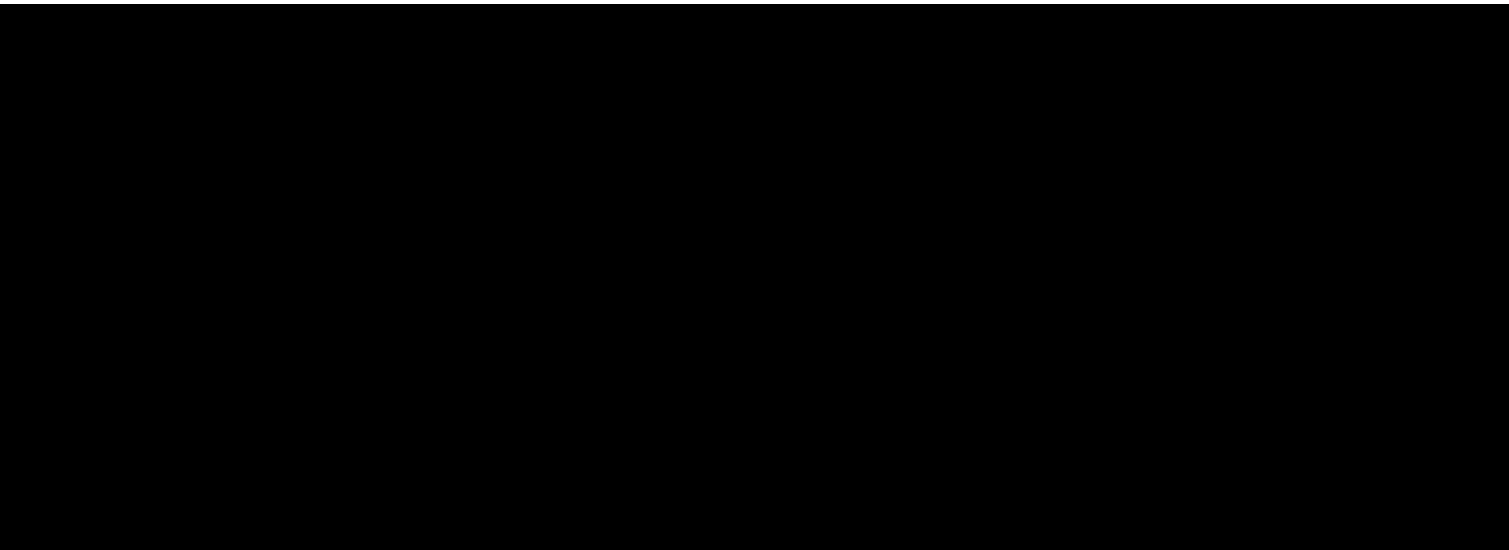
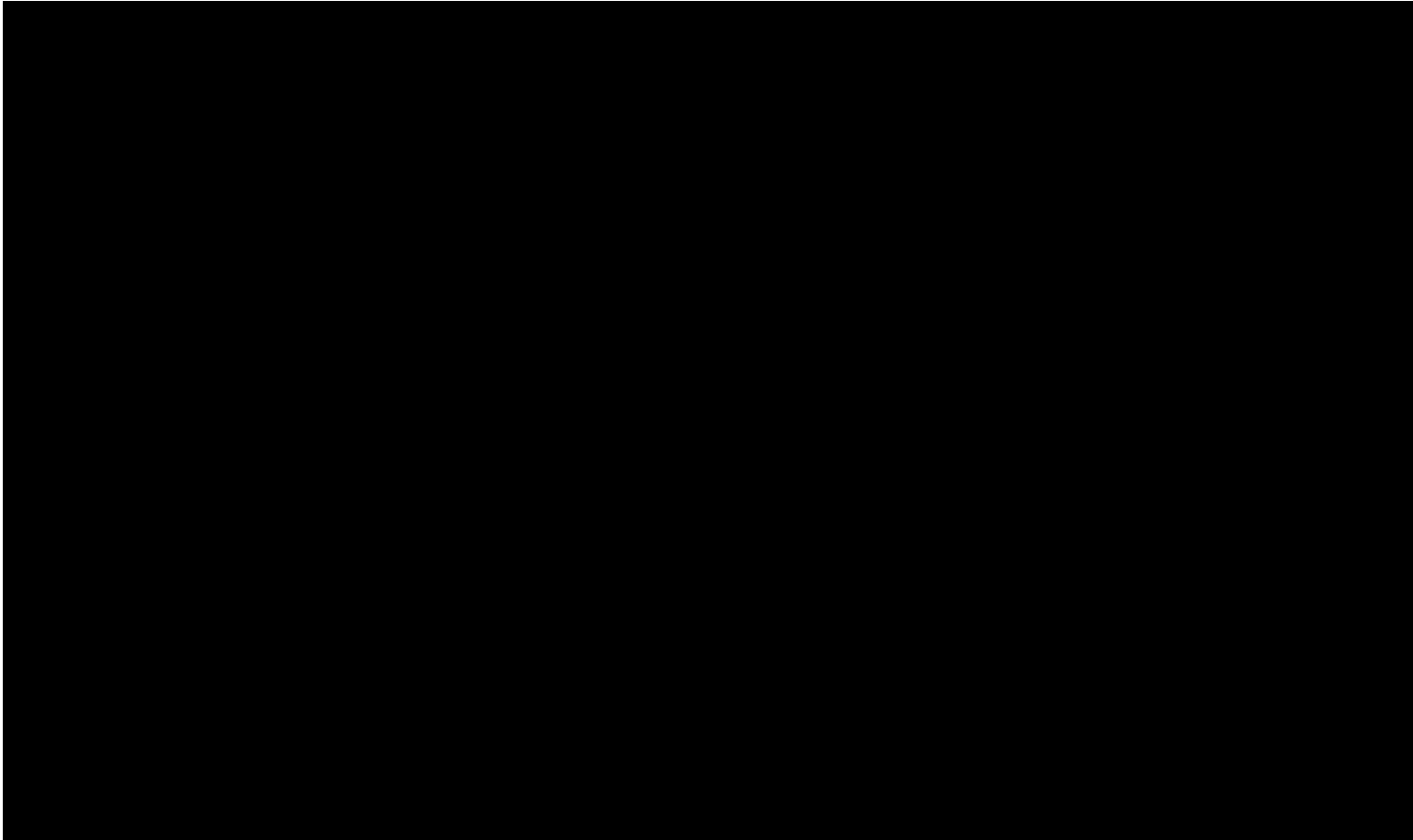
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the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely



---

A Commissioner for taking affidavits



---

**From:** Laver, Craig <[claver@belleville.ca](mailto:claver@belleville.ca)>  
**Sent:** June 19, 2024 3:46 PM  
**To:** kamal patel New New <[hojokitchener@yahoo.com](mailto:hojokitchener@yahoo.com)>  
**Cc:** jim fusioncorp.ca <[jim@fusioncorp.ca](mailto:jim@fusioncorp.ca)>; Ivan Bogdanovich <[ibogdanovich@duca.com](mailto:ibogdanovich@duca.com)>; Wright, Michelle <[mwright@belleville.ca](mailto:mwright@belleville.ca)>; Sydnee Liu <[sliu@4ARCHITECTURE.CA](mailto:sliu@4ARCHITECTURE.CA)>; [swong@swsengineering.ca](mailto:swong@swsengineering.ca); Dinesh Jain <[djain@jainconsultants.com](mailto:djain@jainconsultants.com)>; [wilson@ainleygroup.com](mailto:wilson@ainleygroup.com); [ashiu@4architecture.ca](mailto:ashiu@4architecture.ca); Nick Ainis <[nick@fusioncorp.ca](mailto:nick@fusioncorp.ca)>;

Scott Casselman <[scott@fusioncorp.ca](mailto:scott@fusioncorp.ca)>

**Subject:** RE: 240 Yeomans- Construction debris & site maintenance

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This email was sent to you from someone outside of DUCA.

Good Afternoon All,

I recently met with Scott on site to discuss the issue with the construction debris, and the nuisance noise caused by the air barrier that is flapping in the wind. The construction site is no longer supervised, and construction has halted. I have reviewed the condition of the site with Michelle Wright, By-law Enforcement Officer with the City of Belleville, and the By-Law section will be evaluating the site for compliance and will follow up with the property owner.

I do want to highlight some concerns (other than the by-law/ property standards issued that Michelle will be addressing) that we have due to the projects being on hold for an indeterminate period. The buildings are not currently weather tight, The condition of the air barrier, nominal wood members, engineered wood products, insulation, drywall- particularly the drywall acting as a fire block or fire separation, and in winter months the concrete, may be adversely affected by the elements. Once construction commences, the Architects and Engineers should be completing a site review to confirm the installed materials on the building are in satisfactory condition for construction to proceed. Please also ensure that the site is kept secured with construction fencing.

I also ask that you keep me apprised with the status of construction over the coming weeks/ months.

Regards,

Craig Laver, C.E.T., CBCO  
City of Belleville  
Deputy Chief Building Official  
Building Section  
Engineering & Development Services Department  
[claver@belleville.ca](mailto:claver@belleville.ca)  
613-967-3200 ext. 3223



**From:** Nick Ainis <[nick@fusioncorp.ca](mailto:nick@fusioncorp.ca)>

**Sent:** Thursday, May 30, 2024 1:01 PM

**To:** Laver, Craig <[claver@belleville.ca](mailto:claver@belleville.ca)>; Scott Casselman <[scott@fusioncorp.ca](mailto:scott@fusioncorp.ca)>

**Cc:** kamal patel New New <[hojokitchener@yahoo.com](mailto:hojokitchener@yahoo.com)>; jim fusioncorp.ca <[jim@fusioncorp.ca](mailto:jim@fusioncorp.ca)>; Ivan Bogdanovich <[ibogdanovich@duca.com](mailto:ibogdanovich@duca.com)>

**Subject:** Re: 240 Yeomans- Construction debris & site maintenance

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We will get back to you craig

I copied the owner here and the lender for some direction

Nick Ainis, Founder & CEO  
B. Tech. Arch. Sci. P.M.T.  
Fusioncorp Developments Inc.  
Cell: 416-917-0242  
[www.fusioncorp.ca](http://www.fusioncorp.ca)



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---

**From:** Laver, Craig <[claver@belleville.ca](mailto:claver@belleville.ca)>  
**Sent:** Thursday, May 30, 2024 12:47 PM  
**To:** Scott Casselman <[scott@fusioncorp.ca](mailto:scott@fusioncorp.ca)>; Nick Ainis <[nick@fusioncorp.ca](mailto:nick@fusioncorp.ca)>; nima fusioncorp.ca <[nima@fusioncorp.ca](mailto:nima@fusioncorp.ca)>; abraham fusioncorp.ca <[abraham@fusioncorp.ca](mailto:abraham@fusioncorp.ca)>; Matt McHale <[matt@fusioncorp.ca](mailto:matt@fusioncorp.ca)>  
**Subject:** 240 Yeomans- Construction debris & site maintenance

Good Afternoon,

I drove by the site today and noticed that construction has halted, and it appears that the trades have been demobilized.

When construction was ongoing, the site was generally clear of debris and maintained. During today's visit, I noticed that the site condition had deteriorated, and construction materials were scattered, and Tyvek is loose and flapping in the wind. Please mobilize a crew to clear and remove the debris on and around your site, and secure the Tyvek so that it is not causing a noise nuisance to the adjacent

properties. Please have this work completed no later than end of the day Wednesday June 12, 2024. Please follow up with me once the work is completed.

Thanks,

Craig Laver, C.E.T., CBCO  
City of Belleville  
Deputy Chief Building Official  
Building Section  
Engineering & Development Services Department  
[claver@belleville.ca](mailto:claver@belleville.ca)  
613-967-3200 ext. 3223



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IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Richard Gopine", is written over a horizontal line.

---

A Commissioner for taking affidavits



---

**From:** Ivan Bogdanovich <ibogdanovich@duca.com>  
**Sent:** Monday, June 24, 2024 4:08 PM  
**To:** Laver, Craig <claver@belleville.ca>  
**Cc:** Jaipargas, Roger <RJaipargas@blg.com>; Imran Khan <ikhan@duca.com>  
**Subject:** RE: 240 Yeomans- Construction debris & site maintenance

[External / Externe]

---

Hello Craig,  
I acknowledge receipt of your emails dated May 30, 2024 and June 19, 2024, which are set out below for ease of reference.

DUCA is the senior secured creditor of Yeotowns. We share the concerns expressed by the City of Belleville. Given the matters set out below in your emails below (as well as other developments), we have instructed DUCA's counsel, Roger Jaipargas at Borden Ladner Gervais LLP, to bring an application for the appointment of a receiver by the Court. DUCA believes that a Court-appointed receiver is required in this matter to address these and other concerns that DUCA has and to safeguard the interests of all stakeholders.

Best regards,

Ivan Bogdanovich, MBA  
Director, Special Assets

DUCA Financial Services Credit Union Ltd.  
5255 Yonge St. Toronto, ON M2N 6P4, Canada  
T: 416.590.2175 | C: 416.550.8157



---

**From:** Laver, Craig <[claver@belleville.ca](mailto:claver@belleville.ca)>

**Sent:** June 19, 2024 3:46 PM

**To:** kamal patel New New <[hojokitchener@yahoo.com](mailto:hojokitchener@yahoo.com)>

**Cc:** jim fusioncorp.ca <[jim@fusioncorp.ca](mailto:jim@fusioncorp.ca)>; Ivan Bogdanovich <[ibogdanovich@duca.com](mailto:ibogdanovich@duca.com)>; Wright, Michelle <[mwright@belleville.ca](mailto:mwright@belleville.ca)>; Sydnee Liu <[sliu@4ARCHITECTURE.CA](mailto:sliu@4ARCHITECTURE.CA)>; [swong@swsengineering.ca](mailto:swong@swsengineering.ca); Dinesh Jain <[djain@jainconsultants.com](mailto:djain@jainconsultants.com)>; [wilson@ainleygroup.com](mailto:wilson@ainleygroup.com); [ashiu@4architecture.ca](mailto:ashiu@4architecture.ca); Nick Ainis <[nick@fusioncorp.ca](mailto:nick@fusioncorp.ca)>; Scott Casselman <[scott@fusioncorp.ca](mailto:scott@fusioncorp.ca)>

**Subject:** RE: 240 Yeomans- Construction debris & site maintenance

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I also ask that you keep me apprised with the status of construction over the coming weeks/ months.

Regards,

Craig Laver, C.E.T., CBCO  
City of Belleville  
Deputy Chief Building Official  
Building Section  
Engineering & Development Services Department  
[claver@belleville.ca](mailto:claver@belleville.ca)  
613-967-3200 ext. 3223



---

**From:** Nick Ainis <[nick@fusioncorp.ca](mailto:nick@fusioncorp.ca)>

**Sent:** Thursday, May 30, 2024 1:01 PM

**To:** Laver, Craig <[claver@belleville.ca](mailto:claver@belleville.ca)>; Scott Casselman <[scott@fusioncorp.ca](mailto:scott@fusioncorp.ca)>

**Cc:** kamal patel New New <[hojokitchener@yahoo.com](mailto:hojokitchener@yahoo.com)>; jim fusioncorp.ca <[jim@fusioncorp.ca](mailto:jim@fusioncorp.ca)>; Ivan Bogdanovich <[ibogdanovich@duca.com](mailto:ibogdanovich@duca.com)>

**Subject:** Re: 240 Yeomans- Construction debris & site maintenance

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We will get back to you craig

I copied the owner here and the lender for some direction

Nick Ainis, Founder & CEO  
B. Tech. Arch. Sci. P.M.T.  
Fusioncorp Developments Inc.  
Cell: 416-917-0242  
[www.fusioncorp.ca](http://www.fusioncorp.ca)



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**Subject:** 240 Yeomans- Construction debris & site maintenance

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Thanks,

Craig Laver, C.E.T., CBCO  
City of Belleville  
Deputy Chief Building Official  
Building Section  
Engineering & Development Services Department  
[claver@belleville.ca](mailto:claver@belleville.ca)  
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the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Amanda Payne".

---

A Commissioner for taking affidavits



# SIUI MITTS LAW

Devin R. Mitts Professional Corporation  
Jennifer L. Seufert Professional Corporation  
Stephen M. Sioui B.A., LL.B.  
Caterina E. Gucciardi B.A. (Hons.), LL.B., LL.M.  
John S. Wonnacott B.A., LL.B.  
Writer's email: [cegucciardi@siouimittslaw.com](mailto:cegucciardi@siouimittslaw.com)  
Law Clerk, Chauntelle email: [chauntelle@siouimittslaw.com](mailto:chauntelle@siouimittslaw.com)

July 3, 2024

VIA REGISTERED MAIL & VIA REGULAR MAIL

2460467 ONTARIO INC.  
29 Idle Ridge Court  
Kitchener, Ontario  
N2A 3W2

**ATTENTION: KAMAL PATEL**

Dear, Kamal Patel

**Re: CONSTRUCTION LIEN REGISTRATION  
CONTRACTOR: DIAMOND ELECTRICAL CONTRACTORS LIMITED  
PROPERTY: 240 YEOMANS STREET, BELLEVILLE, ONTARIO**

We are the solicitors for Diamond Electrical Contractors Limited. Indebtedness has incurred as a result of the supply of materials and labour to supply and install electrical services and provide temporary electricity 240 Yeomans Street, Belleville, Ontario (the "Property").

I enclose one (1) copy of the registered Construction Lien, which has been registered against the Property, on June 27, 2024, as Instrument Number HT349382 in the amount of \$489,726.18.

We require you to make immediate arrangements to satisfy this outstanding indebtedness, including accrued interest (which will be confirmed and included from date of registration of lien to date of payment of full balance), as well as legal costs in the amount of \$3,390.00 inclusive of HST. In the event we have not heard from you within ten (10) days from the date of this letter, we shall be moving forward with a Statement of Claim to perfect the registered Construction Lien.

It is suggested that you take advantage of this most prudent alternative and avoid the unnecessary expense of further legal action.

Yours Truly,

**SIUI MITTS LAW**

Caterina E. Gucciardi

Encl.

CEG/cnc

Cc'd: Cameron Stephen Mortgage Capital Inc.

Cc'd: Fusioncorp Developments Inc.

Cc'd: DUCA Financial Services Credit Union Ltd.

**Properties**

PIN 40454 - 0002 LT

Description PCL 14-2 SEC 92 (BELLEVILLE); LT 14 PL 92 THURLOW; LT 21 PL 92 THURLOW; PT LT 15 PL 92 THURLOW; PT LT 20 PL 92 THURLOW; PT UNION ST PL 92 THURLOW; PT RAILROAD ST PL 92 THURLOW; PT YEOMANS ST PL 92 THURLOW PT 1, 2 & 3 21R18413; S/T EASEMENT OVER PT 2 21R18413 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; S/T EASEMENT OVER PT 1,2,3 21R22303 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; T/W EASEMENT OVER PTS 1,2,3 21R22307 AS IN HT33628; BELLEVILLE; COUNTY OF HASTINGS; SUBJECT TO AN EASEMENT IN GROSS AS IN HT292181

Address 240 YEOMAN STREET  
BELLEVILLE

**Consideration**

Consideration \$489,726.18

**Claimant(s)**

Name DIAMOND ELECTRICAL CONTRACTORS LIMITED  
Address for Service 12 Riverside Dr., Unit 1, P.O. Box 9,  
Trenton, ON K8V 5P8

I, Dwayne Gray, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

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

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

**Statements**

Name and Address of Owner 2460467 Ontario Inc., 29 Idle Ridge Court, Kitchener, Ontario N2A 3W3 Name and address of person to whom lien claimant supplied services or materials See Schedule Time within which services or materials were supplied from 2022/06/06 to 2024/05/06 Short description of services or materials that have been supplied Materials and Labour to supply and install electrical services and provide temporary electricity to the Property Contract price or subcontract price \$1,440,739.80 including H.S.T. Amount claimed as owing in respect of services or materials that have been supplied \$489,726.18 including H.S.T.

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Schedule: Name and Address of person to whom lien claimant supplied services or materials: (1) 2460467 Ontario Inc., 29 Idle Ridge Court, Kitchener, Ontario N2A 3W3; and (2) Fusioncorp Developments Inc., 2066 Avenue Road, 2nd Floor, Toronto, Ontario M5M 4A6

**Signed By**

Devin Reginald Mitts 21 Quinte Street acting for Signed 2024 06 27  
Trenton Applicant(s)  
K8V 3S7

Tel 613-965-6430

Fax 613-965-6400

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

**Submitted By**

SIOUI MITTS LAW 21 Quinte Street 2024 06 27  
Trenton  
K8V 3S7

Tel 613-965-6430

Fax 613-965-6400

**Fees/Taxes/Payment**

Statutory Registration Fee \$69.95

Total Paid \$69.95

**File Number**

Claimant Client File Number : 53307

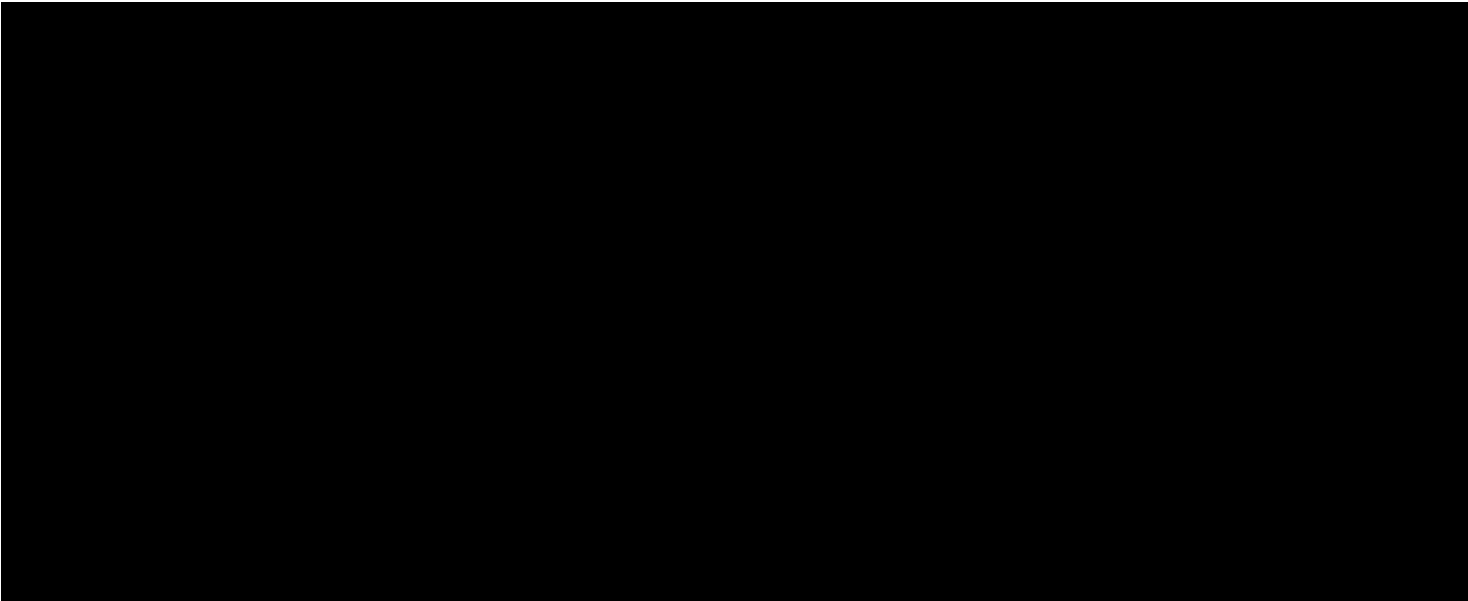
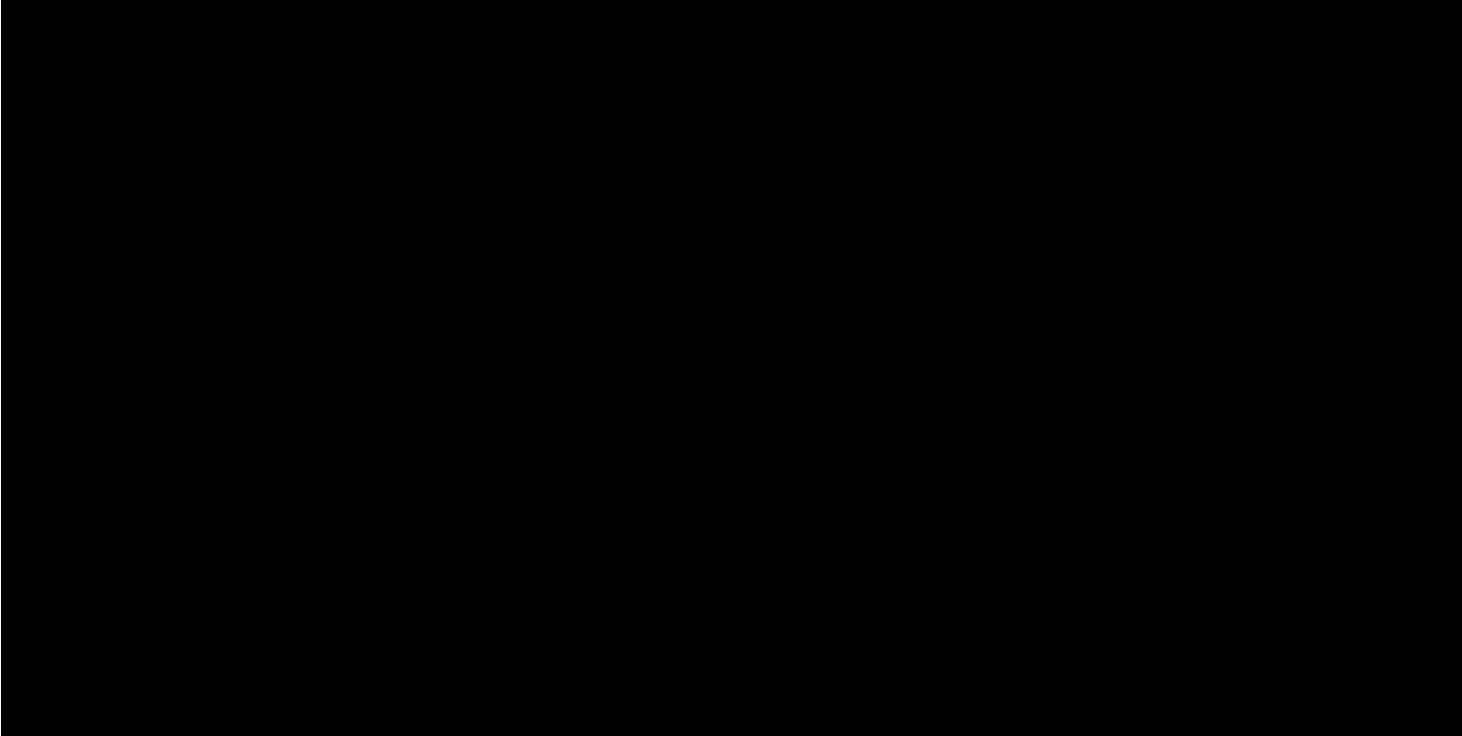
"This is "Exhibit "CC" referred to in the Affidavit of  
IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Adrian Popovic", written over a horizontal line.

---

A Commissioner for taking affidavits





**From:** Ivan Bogdanovich  
**Sent:** June 26, 2024 2:18 PM  
**To:** kamal patel <[hojokitchener@yahoo.com](mailto:hojokitchener@yahoo.com)>  
**Cc:** Imran Khan <[ikhan@duca.com](mailto:ikhan@duca.com)>  
**Subject:** RE: Yeo towns- Belleville Project

Hello Kam,

I acknowledge receipt of your email below, as well as your previous emails, which I have already responded to.

As you know, Roger Jaipargas at Borden Ladner Gervais LLP, counsel to DUCA, has spoken with your counsel, William Friedman, and has advised Mr. Friedman of DUCA's intention to bring an application for the appointment of a receiver by the Court in connection with this matter. DUCA did not arrive at this decision lightly, rather it was the result of a series of troubling developments that have occurred over time that has caused DUCA significant concerns, some of which are as follows:

1. Under the terms of the Commitment Letter dated as of November 3, 2022 (the "**Commitment Letter**") and the undertaking dated as of December 6, 2022, 2460467 Ontario Inc. ("**246**") and you are responsible for funding any and all cost overruns in excess of the costs budgeted and approved by DUCA in connection with the Project (as defined in the Commitment Letter), as and when such overruns occur and prior to any funding by the lender. 246 is in breach of the terms of the Commitment Letter and the undertaking by failing to fund such overruns in accordance with the terms of the Commitment Letter and the undertaking.
2. On May 30, 2024, Battlefield Equipment Rentals ("**Battlefield**") delivered a notice to 246 that it would be attending at the premises to collect the fencing in respect of the Project on account of non-payment of the amounts due and owing to Battlefield. As a result, the site is not adequately secured, given the issues as between Battlefield and 246.
3. DUCA was copied with an email dated June 20, 2024, from Craig Laver of the City of Belleville (the "**City**"), who expressed concerns on behalf of the City that the construction site was no longer supervised, and that construction was halted. Further, the City expressed various concerns about the security of the site as a result of inadequate construction fencing. DUCA has also communicated its position with regards to the construction site to the City of Belleville.
4. On April 24, 2024, 1829816 Ontario Inc. o/a Klaver Masonry & Concrete ("**Klaver**") registered a claim for lien under the *Construction Act*.
5. As of June 11, 2024, in addition to the Klaver lien, 8 more liens have been registered as against the Project pursuant to the *Construction Act* by various parties (including FusionCorp (as defined below)).
6. DUCA received a letter dated June 12, 2024, from the lawyers for FusionCorp Development Inc. ("**FusionCorp**") attaching a Statement of Claim that was issued on June 12, 2024 and a Certificate of Action in respect of a lien advanced by FusionCorp under the *Construction Act*, claiming that 246 is in default of payment of the sum of \$878,720.56. What is also troubling about the FusionCorp litigation is that FusionCorp is seeking a declaration from the Court that FusionCorp has priority to other claims, including DUCA's claims.
7. 246 has failed to pay interest when due on April 1, 2024, resulting in an Event of Default, as defined in the Commitment Letter.
8. 246 has failed to pay at least \$6,393.82 in property taxes when due, resulting in a further breach of covenant and, therefore, an additional Event of Default.

DUCA remains very concerned about the foregoing events and defaults to date. DUCA remains concerned that its security continues to erode in connection with this Project and that the appointment of a receiver by the Court is necessary and appropriate to safeguard the interests of DUCA and other stakeholders of 246, as well as to ensure the public's safety given the above-noted concerns regarding the fencing issues. Needless to say, 246 is at liberty to, and is required to, repay all of the obligations due and owing to DUCA immediately, since as you know, on May 23, 2024, DUCA delivered to 246 a demand for payment, together with a Notice of

Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*. The obligations due and owing by 246 to DUCA remain outstanding.

I trust that the foregoing adequately addresses your question about the “concerns” that DUCA has, as alluded to in your email below. DUCA has lost confidence in 246 and its management and believes that the only path forward is the Court-appointment of a receiver, with a view to maximizing the realizations for the benefit of all stakeholders of 246.

Best regards,

Ivan Bogdanovich, MBA  
Director, Special Assets

DUCA Financial Services Credit Union Ltd.  
5255 Yonge St. Toronto, ON M2N 6P4, Canada  
T: 416.590.2175 | C: 416.550.8157

[ibogdanovich@duca.com](mailto:ibogdanovich@duca.com)  
[www.duca.com](http://www.duca.com)



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**From:** kamal patel <[hojokitchener@yahoo.com](mailto:hojokitchener@yahoo.com)>

**Sent:** June 24, 2024 4:03 PM

**To:** Ivan Bogdanovich <[ibogdanovich@duca.com](mailto:ibogdanovich@duca.com)>

**Cc:** Imran Khan <[ikhan@duca.com](mailto:ikhan@duca.com)>; Nick Ainis <[nick@fusioncorp.ca](mailto:nick@fusioncorp.ca)>; Mir Ali <[mirali@consortia-na.ca](mailto:mirali@consortia-na.ca)>; Yomi Ojo <[yomi@westmountguarantee.com](mailto:yomi@westmountguarantee.com)>; Jaipargas, Roger <[rjaipargas@blg.com](mailto:rjaipargas@blg.com)>

**Subject:** Re: Yeo towns- Belleville Project

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**Please be cautious**

This email was sent to you from someone outside of DUCA.

---

Hi Ivan,

please send me the concerns why you are not accepting JV, i didn't get any concern for this before at all. we can resolve it.

thnanks,

**Kam Patel**  
**Jaykam Developers Limited**  
**Kitchener ON**  
**[Tel:519-721-2755](tel:519-721-2755)**

On Monday, June 24, 2024 at 03:46:51 p.m. EDT, Ivan Bogdanovich <[ibogdanovich@duca.com](mailto:ibogdanovich@duca.com)> wrote:

Good afternoon Kam,

I acknowledge receipt of your email.

As advised, DUCA is not agreeable to proceed with the proposed JV structure due to earlier communicated concerns.

I have copied Roger Jaipargas of BLG who represents DUCA in this matter. Please have your counsel contact BLG should you have any questions.

Best regards,

Ivan Bogdanovich, MBA

Director, Special Assets

DUCA Financial Services Credit Union Ltd.

5255 Yonge St. Toronto, ON M2N 6P4, Canada

T: 416.590.2175 | C: 416.550.8157

[ibogdanovich@duca.com](mailto:ibogdanovich@duca.com)

[www.duca.com](http://www.duca.com)



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**From:** kamal patel <[hojokitchener@yahoo.com](mailto:hojokitchener@yahoo.com)>

**Sent:** June 24, 2024 10:57 AM

**To:** Ivan Bogdanovich <[ibogdanovich@duca.com](mailto:ibogdanovich@duca.com)>; Imran Khan <[ikhan@duca.com](mailto:ikhan@duca.com)>; Nick Ainis <[nick@fusioncorp.ca](mailto:nick@fusioncorp.ca)>; Mir Ali <[mirali@consortia-na.ca](mailto:mirali@consortia-na.ca)>; Yomi Ojo <[yomi@westmountguarantee.com](mailto:yomi@westmountguarantee.com)>

**Subject:** Yeo towns- Belleville Project

**Please be cautious**

This email was sent to you from someone outside of DUCA.

Hello Ivan,

I have sent you emails but I have not received any replies from your office. This default is created by DUCA and hence DUCA shall be liable for all delays, cost of delays and damages. I tried my best to cure the default but you don't respond.

Hence, I will instruct my counsel in three days from now to take legal steps to protect our corporation, legal claim and report to FSRA

**Kam Patel**  
**Jaykam Developers Limited**

**Kitchener ON**  
**Tel:519-721-2755**

This e-mail and any attachments may contain confidential information. If you are not the intended recipient, please notify the sender immediately by return e-mail, delete this e-mail and destroy any copies. Any dissemination or use of this information by a person other than the intended recipient is unauthorized and may be illegal. DUCA Financial Services Credit Union Inc. reserves the right to monitor all e-mail communications through its network for quality control purposes.

This e-mail and any attachments may contain confidential information. If you are not the intended recipient, please notify the sender immediately by return e-mail, delete this e-mail and destroy any copies. Any dissemination or use of this information by a person other than the intended recipient is unauthorized and may be illegal. DUCA Financial Services Credit Union Inc. reserves the right to monitor all e-mail communications through its network for quality control purposes.

"This is "Exhibit "DD" referred to in the Affidavit of  
IVAN BOGDANOVICH SWORN REMOTELY by  
IVAN BOGDANOVICH of the City of Toronto, in  
the Province of Ontario, before me at the City of  
Vaughan, in the Province of Ontario, on July 15, 2024  
in accordance with O. Reg. 431/20, Administering  
Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to read "Adriana Gajovic".

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A Commissioner for taking affidavits

Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**DUCA FINANCIAL SERVICES CREDIT UNION LTD.**

Applicant

- and -

**2460467 ONTARIO INC.**

Respondent

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

**CONSENT  
(Appointment of Receiver)**

KSV Restructuring Inc. hereby consents to act as the court-appointed receiver of the assets, properties and undertaking of 2460467 Ontario Inc. in accordance with an order substantially in the form requested by the Applicant.

July 12, 2024

**KSV RESTRUCTURING INC.**

**By:**

**Name:** Bobby Kofman

**Title:** Managing Director



**Court File No.:**

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 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**

**DUCA FINANCIAL SERVICES CREDIT UNION LTD.**

**- and -**

**2460467 ONTARIO INC.**

**Applicant**

**Respondent**

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***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**

---

**CONSENT**  
**(Appointment of Receiver)**

---

**BORDEN LADNER GERVAIS LLP**

Bay Adelaide Centre, East Tower  
22 Adelaide Street West  
Toronto, ON M5H 4E3  
Tel: (416) 367-6000  
Fax: (416) 367-6749

**ROGER JAIPARGAS – LSO No. 43275C**

Tel: (416) 367-6266  
rjaipargas@blg.com

**NICK HOLLARD – LSO No. 831700**

Tel: (416) 367-6545  
nhollard@blg.com

Lawyers for the Applicant



**Court File No.:**

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 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**

**DUCA FINANCIAL SERVICES CREDIT UNION LTD.**

**- and -**

**2460467 ONTARIO INC.**

**Applicant**

**Respondent**

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**ONTARIO  
SUPERIOR COURT OF JUSTICE**

---

**AFFIDAVIT OF IVAN BOGDANOVICH  
(Sworn July 15, 2024)**

---

**BORDEN LADNER GERVAIS LLP**

Bay Adelaide Centre, East Tower  
22 Adelaide Street West  
Toronto, ON M5H 4E3  
Tel: (416) 367-6000  
Fax: (416) 367-6749

**ROGER JAIPARGAS – LSO No. 43275C**

Tel: (416) 367-6266  
rjaipargas@blg.com

**NICK HOLLARD – LSO No. 831700**

Tel: (416) 367-6545  
nhollard@blg.com

Lawyers for the Applicant

# Tab 3

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE )  
MR. JUSTICE KERSHMAN ) DAY OF , 2024

**DUCA FINANCIAL SERVICES CREDIT UNION LTD.**

Applicant

- and -

**2460467 ONTARIO INC.**

Respondent

**APPOINTMENT ORDER**

**THIS APPLICATION** made by DUCA Financial Services Credit Union Ltd. (“**DUCA**”) for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing KSV Restructuring Inc. as receiver and manager (in such capacities, the “**Receiver**”) without security, of all of the assets, undertakings and properties of 2460467 Ontario Inc. (“**246**” or the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, was heard this day by Zoom video conference.

**ON READING** the affidavit of Ivan Bogdanovich sworn July 15, 2024 and the Exhibits thereto and on hearing the submissions of counsel for DUCA, no one appearing for any other person on the service list, although duly served as appears from the affidavit of service of Mariela Adriana Gasparini sworn July ●, 2024, and on reading the consent of KSV Restructuring Inc. to act as the Receiver.

## **SERVICE**

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.

## **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, KSV Restructuring Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including and without limiting the generality of the foregoing, the lands and premises described in Schedule “A” hereto, and all proceeds thereof (the “**Property**”).

## **RECEIVER’S POWERS**

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

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

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

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$150,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; 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.
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to make an assignment into bankruptcy on behalf of the Debtor and for KSV Restructuring Inc. to act as trustee in bankruptcy;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

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

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

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

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

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that

nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

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 DEBTOR OR THE PROPERTY**

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

### **NO EXERCISE OF RIGHTS OR REMEDIES**

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

### **NO INTERFERENCE WITH THE RECEIVER**

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 the Debtor, 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 the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including

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

### **RECEIVER TO HOLD FUNDS**

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**

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor'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 section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

## **PIPEDA**

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 the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

## **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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*, 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**

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

### **RECEIVER'S ACCOUNTS**

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, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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**

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may

consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver's Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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.

23. **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.

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**

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

orders that a Case Website shall be established in accordance with the Protocol with the following URL '[www.ksvadvisory.com/experience/case/yeotowns](http://www.ksvadvisory.com/experience/case/yeotowns)'.

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

#### **GENERAL**

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

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

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

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

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

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

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

33. **THIS COURT ORDERS** that this Order and all of its provisions shall take effect as of 12:01 a.m. on the date of this Order and shall be immediately enforceable without the need for further entry or filing.

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## **SCHEDULE "A"**

PIN 40454-0002 (LT)

PCL 14-2 SEC 92 (BELLEVILLE); LT 14 PL 92 THURLOW; LT 21 PL 92 THURLOW; PT LT 15 PL 92 THURLOW; PT LT 20 PL 92 THURLOW; PT UNION ST PL 92 THURLOW; PT RAILROAD ST PL 92 THURLOW; PT YEOMANS ST PL 92 THURLOW PT 1, 2 & 3 21R18413; S/T EASEMENT OVER PT 2 21R18413 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; S/T EASEMENT OVER PT 1,2,3 21R22303 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; T/W EASEMENT OVER PTS 1,2,3 21R22307 AS IN HT33628; BELLEVILLE; COUNTY OF HASTINGS; SUBJECT TO AN EASEMENT IN GROSS AS IN HT292181



## SCHEDULE "B"

### RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. **THIS IS TO CERTIFY** that KSV Restructuring Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties of 2460467 Ontario Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the \_\_\_ day of \_\_\_\_\_, 2024 (the "**Order**") made in an action 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*, 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 PURSUANT TO SECTION 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

**DUCA FINANCIAL SERVICES CREDIT UNION LTD.**

- and -

**2460467 ONTARIO INC.**

**Applicant**

**Respondent**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**APPOINTMENT ORDER**

**BORDEN LADNER GERVAIS LLP**  
Bay Adelaide Centre, East Tower  
22 Adelaide Street West  
Toronto, ON M5H 4E3  
Tel: (416) 367-6000  
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**ROGER JAIPARGAS – LSO No. 43275C**  
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nhollard@blg.com

Lawyers for the Applicant

# Tab 4

Court File No.: [CV-24-00096502-0000](#)

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

THE HONOURABLE ) ~~[●]~~ , THE ~~[●]~~<sup>TH</sup>  
 )  
~~[●]~~ [MR. JUSTICE KERSHMAN](#) ) DAY OF ~~[●]~~ , 2024

**DUCA FINANCIAL SERVICES CREDIT UNION LTD.**

Applicant

- and -

**2460467 ONTARIO INC.**

Respondent

**APPOINTMENT ORDER**  
**(Appointing Receiver)**

**THIS APPLICATION** made by DUCA Financial Services Credit Union Ltd. (“DUCA”) for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “CJA”) appointing ~~msi-Spergel Inc~~ [KSV Restructuring Inc.](#) as receiver and manager (in such capacities, the “Receiver”) without security, of all of the assets, undertakings and properties of 2460467 Ontario Inc. (“246” or the “Debtor”) acquired for, or used in relation to a business carried on by the Debtor, was heard this day by Zoom video conference.

**ON READING** the affidavit of Ivan Bogdanovich sworn ~~June~~ [July 15](#), 2024 and the Exhibits thereto and on hearing the submissions of counsel for DUCA, no one appearing for any other person on the service list, although duly served as appears from the affidavit of service of

Mariela Adriana Gasparini sworn ~~June~~ [July •], 2024, and on reading the consent of ~~msi Spergel~~  
~~inc~~KSV Restructuring Inc. to act as the Receiver.

## **SERVICE**

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

## **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~msi Spergel inc~~KSV Restructuring Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including and without limiting the generality of the foregoing, the lands and premises described in Schedule “A” hereto, and all proceeds thereof (the “Property”).

## **RECEIVER’S POWERS**

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

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

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

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
  - (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
    - (i) without the approval of this Court in respect of any transaction not exceeding ~~\$50,000~~150,000, provided that the aggregate consideration for all such transactions does not exceed ~~\$200,000~~500,000; 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.
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
  - (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
  - (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;



- (o) to make an assignment into bankruptcy on behalf of the Debtor and for KSV Restructuring Inc. to act as trustee in bankruptcy;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture, or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

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

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

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

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 DEBTOR OR THE PROPERTY**

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

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

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

#### **NO INTERFERENCE WITH THE RECEIVER**

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

### **RECEIVER TO HOLD FUNDS**

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**

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor'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 section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

## **PIPEDA**

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 the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

## **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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*, 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**

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

#### **RECEIVER'S ACCOUNTS**

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, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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**

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed ~~\$300,000~~500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver's Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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.

23. **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.

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**

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

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

## **GENERAL**

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

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



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

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

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

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

33. **THIS COURT ORDERS** that this Order and all of its provisions shall take effect as of 12:01 a.m. on the date of this Order and shall be immediately enforceable without the need for further entry or filing.

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## SCHEDULE "A"

PIN 40454-0002 (LT)

PCL 14-2 SEC 92 (BELLEVILLE); LT 14 PL 92 THURLOW; LT 21 PL 92 THURLOW; PT LT 15 PL 92 THURLOW; PT LT 20 PL 92 THURLOW; PT UNION ST PL 92 THURLOW; PT RAILROAD ST PL 92 THURLOW; PT YEOMANS ST PL 92 THURLOW PT 1, 2 & 3 21R18413; S/T EASEMENT OVER PT 2 21R18413 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; S/T EASEMENT OVER PT 1,2,3 21R22303 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; T/W EASEMENT OVER PTS 1,2,3 21R22307 AS IN HT33628; BELLEVILLE; COUNTY OF HASTINGS; SUBJECT TO AN EASEMENT IN GROSS AS IN HT292181

## SCHEDULE "B"

### RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. **THIS IS TO CERTIFY** that ~~msi Spergel inc~~[KSV Restructuring Inc.](#), the receiver (the "**Receiver**") of the assets, undertakings and properties of 2460467 Ontario Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (~~Commercial List~~) (the "**Court**") dated the \_\_\_ day of \_\_\_\_\_, 2024 (the "**Order**") made in an action 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*, 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.

~~msi Spergel inc~~ KSV RESTRUCTURING  
INC., solely in its capacity  
- as Receiver of the Property, and not in its  
personal capacity

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

Name:

Title:

Court File No.:

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 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

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

- and -

2460467 ONTARIO INC.

Applicant

Respondent

*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

~~PROCEEDINGS COMMENCED AT TORONTO~~

~~ORDER~~  
(Appointment of Receiver) APPOINTMENT ORDER

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Lawyers for the Applicant

<b>Summary report:</b>	
<b>Litera Compare for Word 11.7.0.54 Document comparison done on 2024-07-17 5:09:58 PM</b>	
<b>Style name:</b> Standard	
<b>Intelligent Table Comparison:</b> Active	
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<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
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<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>51</b>



# Tab 5

Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**DUCA FINANCIAL SERVICES CREDIT UNION LTD.**

Applicant

- and -

**2460467 ONTARIO INC.**

Respondent

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

**CONSENT  
(Appointment of Receiver)**

KSV Restructuring Inc. hereby consents to act as the court-appointed receiver of the assets, properties and undertaking of 2460467 Ontario Inc. in accordance with an order substantially in the form requested by the Applicant.

July 12, 2024

**KSV RESTRUCTURING INC.**

**By:**

**Name:** Bobby Kofman

**Title:** Managing Director



**Court File No.:**

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 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**

**DUCA FINANCIAL SERVICES CREDIT UNION LTD.**

**- and -**

**2460467 ONTARIO INC.**

**Applicant**

**Respondent**

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***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**

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**CONSENT**  
**(Appointment of Receiver)**

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Lawyers for the Applicant

Court File No.: CV-24-00096502-0000

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 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

**DUCA FINANCIAL SERVICES CREDIT UNION LTD.**  
**Applicant**

- and -

**2460467 ONTARIO INC.**  
**Respondent**

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
PROCEEDINGS COMMENCED AT OTTAWA

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**APPLICATION RECORD**

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