

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

PEAKHILL CAPITAL INC.

Applicant

- and -

1000093910 ONTARIO INC.

Respondent

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

APPLICATION RECORD

August 31, 2023

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

Dominique Michaud LSO No.: 56871V
Email: dmichaud@robapp.com
Tel: (416) 360-3795

Joey Jamil LSO No. 74614L
Email: jjamil@robapp.com
Tel: (416) 360-3783

Lawyers for the Applicant

TO: CASSELS BROCK & BLACKWELL LLP

Bay Adelaide Centre – North Tower
3200-40 Temperance Street
Toronto, ON M5H 0B4

Jason Arbuck LSO No.: 42178M

Email: jarbuck@cassels.com

Tel: (416) 860-6889

Manraj Mukkar LSO No.: 65642F

Email: mmukkar@cassels.com

Tel: (416) 860-6888

Lawyers for the Respondent

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Court File No.:

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

NOTICE OF APPLICATION

TO THE RESPONDENT(S):

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 on

- In person;
- By telephone conference;
- By video conference.**

at the following location - **Via Zoom videoconference, details of which are to be provided by the Registrar,**

on **Wednesday, September 13, 2023, at 9:30 a.m.**

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application you or an Ontario lawyer acting

for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

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

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

Date: _____

Issued by: _____

Address of court office: 50 Eagle Street West
Newmarket, ON L3Y 6B1

TO: 100093910 ONTARIO INC.
20 Caldari Road
Concord, Ontario, L4K 4N8

AND TO: ZAHERALI VISRAM
7 Laredo Court
Toronto, ON M2M 4H7

APPLICATION

1. The Applicant, Peakhill Capital Inc. (“**Peakhill**” or the “**Lender**”) makes an application for an Order substantially in the form set out in the Application Record for, *inter alia*, the following relief:

- (a) abridging the time for service of the Notice of Application and the Application Record herein and dispensing with further service thereof;
- (b) an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 (the “**CJA**”), appointing KSV Restructuring Inc. (“**KSV**”) as receiver (in such capacity, the “**Receiver**”), without security, of all assets, undertakings and properties owned by the Respondent, 1000093910 Ontario Inc. (the “**Borrower**”), including the property municipally known as 20 Regina Road, Vaughan, Ontario (the “**Property**”); and
- (c) Such further and other relief this Honourable Court may deem just.

THE GROUNDS FOR THE APPLICATION ARE:

The Parties and the Property

2. The Borrower is an Ontario corporation and the owner of the Property. The Borrower is also an industrial landlord.

3. The Property is an industrial property where both arm’s length and non-arm’s length tenants operate businesses.

4. Peakhill is an Ontario corporation, carrying on business in Ontario as *inter alia*, a commercial mortgage lender.

The Loan

5. Pursuant to the terms of a mortgage commitment agreement dated April 1, 2022 and

amended April 20, 2022 (collectively the "**Commitment**"), Peakhill made a secured loan to the Borrower in the principal amount of \$19 million (the "**Loan**"). The purpose of the Loan was for the Borrower to acquire the Property.

6. As security for its indebtedness and obligations to Peakhill under the Loan, the Borrower delivered, *inter alia*, the following security, without limitation, to Peakhill:

- (a) a Charge/Mortgage registered on title against the Property in the amount of \$19 million on April 29, 2022 as Instrument No.: YR3416767 (the "**Peakhill Mortgage**");
- (b) a Notice of Assignment of Rents registered on title against the Property on April 29, 2022 as Instrument No.: YR3416768 ("**Assignment of Rents**");
- (c) a security agreement in favour of Peakhill made on April 14, 2022 ("**Security Agreement**");
- (d) a guarantee dated April 14, 2022 from Ravi Aurora, Akash Aurora and Nakul Aurora (collectively, the "**Guarantors**") in favour of Peakhill (the "**Guarantee**");
- (e) an assignment of insurance dated April 14, 2022;
- (f) an assignment of Contracts, Guarantees, Warranties and Indemnities dated April 14, 2022; and
- (g) a postponement and Subordination Agreement between Peakhill Capital Inc., Zaherali Visram (the "**Subsequent Mortgagee**") and the Borrower dated April 27, 2022 (the "**Postponement and Subordination Agreement**").

These are collectively referred to as the "**Security**".

7. Peakhill also made a registration pursuant to the *Personal Property Security Act* (the "**PPSA**") being Financing Statement with reference file number 782392734 being registration number 20220427 1028 1590 9424 filed against the Borrower.

Other Creditors

8. Set out below is a summary of the charges registered against the Property bearing PIN 03221-0039 (LT) and the corresponding ranking priority:

Creditor	Instrument No.	Amount of Charge Against the Property
Peakhill	YR3416767	\$19,000,000
Subsequent Mortgagee (Zaherali Visram)	YR3582894	\$4,000,000

9. Peakhill, the Borrower, and the Subsequent Mortgagee entered into the Postponement and Subordination Agreement in respect of the Borrower's separate indebtedness and security to Peakhill and the Subsequent Mortgagee. Pursuant to the Postponement and Subordination Agreement, *inter alia*:

- (a) the Subsequent Mortgagee is not entitled to receive any payments from the Borrower in respect of its indebtedness to the Subsequent Mortgagee save for Interest and Costs (as defined in the Postponement and Subordination Agreement) (s. 3.4);
- (b) notwithstanding s. 3.4 of therein, provided that Peakhill's indebtedness is in good standing, the Borrower is entitled to repay the Subsequent Mortgagee's indebtedness in full, at any time (s. 3.5);
- (c) until Peakhill's indebtedness has been repaid in full, whether or not any Enforcement (as defined therein) has been commenced by or against the borrower, Peakhill shall have the exclusive right (i) to take, take over and continue any Enforcement action with respect to the Collateral (as defined therein) in such order and manner as Peakhill may determine in its sole discretion, and (ii) to refrain from taking or continuing any such Enforcement, in each case, without any consultation with or consent of the Subsequent Mortgagee (s. 5.1(a));
- (d) notwithstanding anything contained therein, until Peakhill's indebtedness has been repaid in full, any receiver appointed by Peakhill or by a court of competent jurisdiction shall be entitled to exclusive possession, custody, and control of the Collateral or any applicable portion thereof. If Peakhill makes an application to a

court of competent jurisdiction for a court-appointed receiver in respect of the Collateral, then the Subsequent Mortgagee agrees that it shall not challenge, obstruct, delay or otherwise interfere with the application proceedings (s. 5.1(e)).

10. Set out below is a summary of the PPSA registrations registered against the Borrower:

Creditor	PPSA Registration Number
Peakhill	20220427 1028 1590 9424
Subsequent Mortgagee (Zaherali Visram)	20230808 0823 1590 5392

11. As of the date of this Notice of Application, the Borrower does not have any execution creditors. There are also no construction liens registered against the Property.

Default and Demand

12. The Borrower defaulted and breached the terms of the Loan and applicable security by, among other things:

- (a) failing to repay the outstanding amount owing on the Loan on its maturity date on May 1, 2023; and
- (b) failing to pay the full monthly interest payments owing on the Loan for the month of August 1, 2022.

13. As at June 15, 2023, the Borrower owed Peakhill \$19,549,421.23 plus per diem interest, costs, legal fees and disbursements, and other expenses incurred by Peakhill.

14. The terms of the Peakhill Mortgage and the Security Agreement, *inter alia*, permit Peakhill to appoint a receiver over the Property, in the event that the Borrower is in default of the Loan.

15. By letter dated May 15, 2023, Peakhill made formal written demand on the Borrower and the Guarantors for repayment of the Loan. Peakhill also gave notice of its intention to enforce its

security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (the demand letter and the BIA Notice are collectively referred to as the “**Demand Notice**”).

16. Since issuing the Demand Notice, the Borrower and the Guarantors developed a proposal to repay the Loan by way of refinancing on or before August 15, 2023 (the “**Proposal**”). In light of the Proposal, Peakhill agreed to forbear from taking any further steps to enforce the Security until August 15, 2023 on the terms and conditions set out in the forbearance agreement made July 4, 2023 (the “**Forbearance Agreement**”).

17. The Borrower defaulted and breached the terms of the Forbearance Agreement by, *inter alia*, failing to repay the indebtedness by August 15, 2023.

18. Pursuant to the Forbearance Agreement, upon an event of default of the Forbearance Agreement, “The Borrower and Guarantors hereby consent to the appointment of a private or court appointed Receiver and covenant not to take any steps to oppose or interfere with such appointment and to provide all reasonable assistance, access to all books, records, assets and documents of the Borrower to permit such Receiver to properly fulfil its duties.”

Status of the Property

19. The Property is an industrial property that is tenanted by arm’s length tenants. As at April 14, 2023, Ravi Aurora (the sole director and officer of the Borrower and one of the Guarantors) declared by way of a statutory declaration that the Borrower leases the Property to arm’s length tenants that are an insurance company, quartz supplier, and vinyl company.

20. The Borrower also leases the Property to Countertop Solutions Inc., a related company to the Borrower (operated by the principals of the Borrower). The Borrower, Peakhill, and Countertop Solutions Inc. entered into a “Termination Agreement re Lease” which provides, *inter*

alia, for Peakhill to terminate the lease between the Borrower and Countertop Solutions Inc. in the event that the Borrower defaults on the Loan.

Appointment of the Receiver

21. Peakhill brings this application for the Court appointment of the Receiver in order to maximize the recovery for all of the Borrower's creditors and other stakeholders. The appointment of the Receiver is just and convenient in the circumstances because:

- (a) the Forbearance Agreement, Peakhill Mortgage and the Security Agreement provide for Peakhill to appoint a Receiver upon default of the Loan;
- (b) the appointment of the Receiver is necessary to properly manage matters pertaining to Property, including among other things, the tenants; and
- (c) a court appointed receivership process will provide the best forum for the court supervised sale of the Property and to deal with any priority issues as between the Lender and other stakeholders.

The Consent of the Receiver

22. KSV has consented to its appointment as Receiver.

Other Grounds

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

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

25. Such further and other grounds as the lawyers may advise.

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

- (a) KSV's consent to act as Receiver;
- (b) Affidavit of Harley Gold, (to be sworn); and
- (c) Such further and other evidence as the lawyers may advise and this Honourable Court may permit

August 23, 2023

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

Dominique Michaud LSO No. 56871V
Email: dmichaud@robapp.com
Tel: (416) 360-3795

Joey Jamil LSO No. 74614L
Email: jjamil@robapp.com
Tel: (416) 360-3783

Lawyers for the Applicant

PEAKHILL CAPITAL INC. - and - **1000093910 ONTARIO INC.**

Applicant

Respondent

Court File No.:

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

PROCEEDING COMMENCED AT NEWMARKET

NOTICE OF APPLICATION

ROBINS APPLEBY LLP

Barristers + Solicitors
2600 - 120 Adelaide Street West
Toronto, ON M5H 1T1

Dominique Michaud LSO No. 56871V

Email: dmichaud@robapp.com

Tel: (416) 360-3795

Joey Jamil LSO No. 74614L

Email: jjamil@robapp.com

Tel: (416) 360-3783

Lawyers for the Applicant

Court File No.: CV-23-00004031-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

PEAKHILL CAPITAL INC.

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

AFFIDAVIT OF REMY CARUSO

I, **Remy Caruso**, of the City of Toronto, in the Province of Ontario **MAKE OATH AND SAY:**

1. I am a Director of the Applicant, Peakhill Capital Inc. ("**Peakhill**") and, as such, have knowledge of the matters contained in this Affidavit.

2. I am making this affidavit in support of an application by the Applicant for the appointment of KSV Restructuring Inc. ("**KSV**"), as receiver and manager (the "**Receiver**") for of all assets, undertakings and properties owned by the Respondent, 1000093910 Ontario Inc. (the "**Borrower**"), including the property municipally known as 20 Regina Road, Vaughan, Ontario

(the “**Property**”). Where this affidavit is based on information received from others, I verily believe that information to be true.

The Parties and the Property

3. The Borrower is an Ontario corporation and the owner of the Property. The Borrower is also a an industrial landlord. Attached hereto as **Exhibit “1”** is a copy of the corporate profile report of the Borrower.

4. The Property is an industrial property where both arm’s length and non-arm’s length tenants operate businesses. Attached hereto as **Exhibit “2”** is a copy of a parcel register of the Property dated August 16, 2023.

5. Peakhill is an Ontario corporation, carrying on business in Ontario as *inter alia*, a commercial mortgage lender. Attached hereto as **Exhibit “3”** is a copy of the corporate profile report of Peakhill.

The Loan

6. Pursuant to the terms of a mortgage commitment agreement dated April 1, 2022 and amended April 20, 2022 (collectively the “**Commitment**”), Peakhill made a secured loan to the Borrower in the principal amount of \$19 million (the “**Loan**”). The purpose of the Loan was for the Borrower to acquire the Property. Copies of the Commitment are attached hereto as **Exhibit “4”**.

7. As security for its indebtedness and obligations to Peakhill under the Loan, the Borrower delivered, among others, the following security, without limitation, to Peakhill:

- 3 -

- (a) a Charge/Mortgage registered on title against the Property in the amount of \$19 million on April 29, 2022 as Instrument No.: YR3416767 (the “**Peakhill Mortgage**”). A copy of the Peakhill Mortgage (including the additional provisions and standard charge terms) is attached hereto as **Exhibit “5”**;
- (b) a Notice of Assignment of Rents registered on title against the Property on April 29, 2022 as Instrument No.: YR3416768 (“**Assignment of Rents**”), a copy of which is attached hereto as **Exhibit “6”**;
- (c) a security agreement in favour of Peakhill made on April 14, 2022 (“**Security Agreement**”), a copy of which is attached hereto as **Exhibit “7”**;
- (d) a guarantee dated April 14, 2022 from Ravi Aurora, Akash Aurora and Nakul Aurora (collectively, the “**Guarantors**”) in favour of Peakhill (the “**Guarantee**”). A copy of the Guarantee is attached hereto as **Exhibit “8”**;
- (e) an assignment of insurance dated April 14, 2022, a copy of which is attached hereto as **Exhibit “9”**;
- (f) an assignment of Contracts, Guarantees, Warranties and Indemnities dated April 14, 2022, a copy of which is attached hereto as **Exhibit “10”**;; and
- (g) a postponement and Subordination Agreement between Peakhill Capital Inc., Zaherali Visram (the “**Subsequent Mortgagee**”) and the Borrower dated April 27, 2022 (the “**Postponement and Subordination Agreement**”), a copy of which is attached hereto as **Exhibit “11”**.

These are collectively referred to as the “**Security**”.

8. Peakhill also made a registration pursuant to the *Personal Property Security Act* (the “**PPSA**”) being Financing Statement with reference file number 782392734 being registration number 20220427 1028 1590 9424 filed against the Borrower.

Other Creditors

9. Set out below is a summary of the charges registered against the Property bearing PIN 03221-0039 (LT) and the corresponding ranking priority:

Creditor	Instrument No.	Amount of Charge Against the Property
Peakhill	YR3416767	\$19,000,000
Subsequent Mortgagee (Zaherali Visram)	YR3582894	\$4,000,000

10. Peakhill, the Borrower, and the Subsequent Mortgagee entered into the Postponement and Subordination Agreement (attached hereto as Exhibit “11”) in respect of the Borrower’s separate indebtedness and security to Peakhill and the Subsequent Mortgagee. Pursuant to the Postponement and Subordination Agreement, *inter alia*:

- (a) the Subsequent Mortgagee is not entitled to receive any payments from the Borrower in respect of its indebtedness to the Subsequent Mortgagee save for Interest and Costs (as defined in the Postponement and Subordination Agreement) (s. 3.4);
- (b) notwithstanding s. 3.4 of therein, provided that Peakhill’s indebtedness is in good standing, the Borrower is entitled to repay the Subsequent Mortgagee’s indebtedness in full, at any time (s. 3.5);
- (c) until Peakhill’s indebtedness has been repaid in full, whether or not any Enforcement (as defined therein) has been commenced by or against the borrower, Peakhill shall have the exclusive right (i) to take, take over and continue any Enforcement action with respect to the Collateral (as defined therein) in such order and manner as Peakhill may determine in its sole discretion, and (ii) to refrain from taking or continuing any such Enforcement, in each case, without any consultation with or consent of the Subsequent Mortgagee (s. 5.1(a));
- (d) notwithstanding anything contained therein, until Peakhill’s indebtedness has been repaid in full, any receiver appointed by Peakhill or by a court of competent jurisdiction shall be entitled to exclusive possession, custody, and control of the Collateral or any applicable portion thereof. If Peakhill makes an application to a court of competent jurisdiction for a court-appointed receiver in respect of the Collateral, then the Subsequent Mortgagee agrees that it shall not challenge, obstruct, delay or otherwise interfere with the application proceedings (s. 5.1(e)).

11. Set out below is a summary of the PPSA registrations registered against the Borrower (a copy of the PPSA search in favour of the creditors below is attached hereto as **Exhibit “12”**):

Creditor	PPSA Registration Number
Peakhill	20220427 1028 1590 9424
Subsequent Mortgagee (Zaherali Visram)	20230808 0823 1590 5392

12. As at August 16 2023, the Borrower does not have any execution creditors. There are also no construction liens registered against the Property. Attached hereto as **Exhibit “13”** is a copy of the execution search.

Default and Demand

13. The Borrower defaulted and breached the terms of the Loan and applicable security by, among other things:

- (a) failing to repay the outstanding amount owing on the Loan on its maturity date on May 1, 2023; and
- (b) failing to pay the full monthly interest payments owing on the Loan for the month on August 1, 2023.

14. The terms of the Peakhill Mortgage (s. 41) and the Security Agreement (s. 12(1)), *inter alia*, permit Peakhill to appoint a receiver over the Property, in the event that the Borrower is in default of the Loan.

15. By letter dated May 15, 2023, Peakhill made formal written demand on the Borrower and the Guarantors for repayment of the Loan. Peakhill also gave notice of its intention to enforce its security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (the demand letter and the BIA Notice are collectively referred to as the “**Demand Notice**”). Attached hereto as **Exhibit “14”** is a copy of the Demand Notice.

16. After issuing the Demand Notice, the Borrower and the Guarantors developed a proposal

to repay the Loan by way of refinancing on or before August 15, 2023 (the “**Proposal**”). In light of the Proposal, Peakhill agreed to forbear from taking any further steps to enforce the Security until August 15, 2023 on the terms and conditions set out in the forbearance agreement made July 7, 2023 (the “**Forbearance Agreement**”). Attached hereto as **Exhibit “15”** is a copy of the Forbearance Agreement. Attached hereto as **Exhibit “16”** is a copy of the email correspondence of the Proposal extending the forbearance repayment date to August 15, 2023.

17. The Borrower defaulted and breached the terms of the Forbearance Agreement by, *inter alia*, failing to repay the indebtedness by August 15, 2023.

18. As at August 15, 2023, the Borrower owed Peakhill \$19,282,128.36 plus per diem interest, costs, legal fees and disbursements, and other expenses incurred by Peakhill. Attached hereto as **Exhibit “17”** is a copy of the Loan payout statement dated August 15, 2023.

19. Pursuant to the Forbearance Agreement,

- (a) the Borrower and Guarantors acknowledge that the Borrower is in default of its obligations owing to Peakhill under the Loan, and acknowledge that Peakhill is entitled to terminate the Loan (s. 1.2);
- (b) the Borrower and Guarantors acknowledge that the Security is valid and enforceable by Peakhill without defence or right of set-off or equity, and that Peakhill shall be free to exercise its rights under the Security at the end of the forbearance period or upon a forbearance terminating event, without interference, objection or action by the Borrower or Guarantors in respect of the validity and enforceability of the Security (s. 1.4);
- (c) upon an event of default of the Forbearance Agreement, “The Borrower and Guarantors hereby consent to the appointment of a private or court appointed Receiver and covenant not to take any steps to oppose or interfere with such appointment and to provide all reasonable assistance, access to all books, records, assets and documents of the Borrower to permit such Receiver to properly fulfil its duties” (s. 5.1);

Status of the Property

20. The Property is an industrial property that is tenanted by arm's length tenants. As at April 14, 2023, Ravi Aurora (the sole director and officer of the Borrower and one of the Guarantors) declared by way of a statutory declaration that the Borrower leases the Property to arm's length tenants that are an insurance company, quartz supplier, and vinyl company. Attached hereto as **Exhibit "18"** is a copy of the Statutory Declaration.

21. The Borrower also leases the Property to Countertop Solutions Inc., a related company to the Borrower (operated by the principals of the Borrower). The Borrower, Peakhill, and Countertop Solutions Inc. entered into a "Termination Agreement re Lease" which provides, *inter alia*, for Peakhill to terminate the lease between the Borrower and Countertop Solutions Inc. in the event that the Borrower defaults on the Loan. A copy of the Termination Agreement re Lease is attached hereto as **Exhibit "19"**.

Appointment of the Receiver

22. Peakhill brings this application for the Court appointment of the Receiver in order to maximize the recovery for all of the Borrower's creditors and other stakeholders. The appointment of the Receiver is just and convenient in the circumstances because:

- (a) the Forbearance Agreement (s. 5.1), Peakhill Mortgage (s. 41) and the Security Agreement (s. 12(1)) provide for Peakhill to appoint a Receiver upon default of the Loan;
- (b) the appointment of the Receiver is necessary to properly manage matters pertaining to Property, including among other things, the tenants; and
- (c) a court appointed receivership process will provide the best forum for the court supervised sale of the Property and to deal with any priority issues as between the Lender and other stakeholders.

The Consent of the Receiver

23. KSV has consented to its appointment as Receiver. An executed copy of the Receiver’s consent is attached hereto as **Exhibit “20”**.

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

SWORN remotely by Remy Caruso at the City of Toronto, in the Province of Ontario, before me on the 29th day of August, 2023, in accordance with *O. Reg. 431/20*, Administering Oath or Declaration Remotely.



DocuSigned by:
Joey Jamil
B2F30200A61D40F...

Commissioner for Taking Affidavits
(or as may be)

Joey Jamil

DocuSigned by:
Remy Caruso
048FB8C847864A0...

REMY CARUSO

THIS IS **EXHIBIT "1"** REFERRED TO IN
THE AFFIDAVIT OF REMY CARUSO
SWORN BEFORE ME THIS 29TH
DAY OF AUGUST, 2023



Commissioner for Taking Affidavits etc./Notary Public

JOEY JAMIL

Ministry of Public and
Business Service Delivery

Profile Report

1000093910 ONTARIO INC. as of May 15, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	1000093910 ONTARIO INC.
Ontario Corporation Number (OCN)	1000093910
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	January 25, 2022
Registered or Head Office Address	20 Caldari Road, Concord, Ontario, Canada, L4K 4N8

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

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

Director/Registrar

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

Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 10

Name RAVI AURORA
Address for Service 20 Caldari Road, Concord, Ontario, Canada, L4K 4N8
Resident Canadian Yes
Date Began January 25, 2022

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

V. Quintanilla W.

Director/Registrar

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

Active Officer(s)

Name	RAVI AURORA
Position	President
Address for Service	20 Caldari Road, Concord, Ontario, Canada, L4K 4N8
Date Began	January 25, 2022

Name	RAVI AURORA
Position	Secretary
Address for Service	20 Caldari Road, Concord, Ontario, Canada, L4K 4N8
Date Began	January 25, 2022

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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Corporate Name History**Name**

1000093910 ONTARIO INC.

Effective Date

January 25, 2022

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.

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V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

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

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V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
CIA - Initial Return PAF: Ravi AURORA	April 12, 2022
BCA - Articles of Incorporation	January 25, 2022

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

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V. Quintanilla W.

Director/Registrar

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THIS IS **EXHIBIT "2"** REFERRED TO IN
THE AFFIDAVIT OF REMY CARUSO
SWORN BEFORE ME THIS 29TH
DAY OF AUGUST, 2023



Commissioner for Taking Affidavits etc./Notary Public

JOEY JAMIL

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

PROPERTY DESCRIPTION: PCL 3-1 SEC 65M2720; BLK 3 PL 65M2720 ; S/T LT576260,LT576262 VAUGHAN

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1997/04/07

OWNERS' NAMES
1000093910 ONTARIO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/04/07 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1997/04/07**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1997/04/04 **</p>						
R442781	1987/08/11	CHARGE		*** COMPLETELY DELETED ***	THE TORONTO-DOMINION BANK	
LT500542	1988/07/14	NOTICE AGREEMENT			THE CORPORATION OF THE TOWN OF VAUGHAN	C
65M2720	1989/02/17	PLAN SUBDIVISION				C
REMARKS: LT559286						
65R13041	1989/04/10	PLAN REFERENCE				C
LT576260	1989/04/25	TRANSFER EASEMENT			THE CORPORATION OF THE TOWN OF VAUGHAN	C
LT576261	1989/04/25	POSTPONEMENT		*** COMPLETELY DELETED ***		
REMARKS: R442781, LT576260 DELETED 2009/03/19 BY D/M LT1176931 DCW ADLR						
LT576262	1989/04/25	TRANSFER EASEMENT			VAUGHAN HYDRO-ELECTRIC COMMISSION	C
LT576265	1989/04/25	POSTPONEMENT		*** COMPLETELY DELETED ***		
REMARKS: R442781, LT576264						
65R13262	1989/06/06	PLAN REFERENCE				C
LT643826	1990/01/12	BYLAW EX PART LOT				C
LT1173792	1997/05/01	TRANSFER		*** COMPLETELY DELETED *** 714583 ONTARIO INC.	ROYBRIDGE INVESTMENTS LIMITED	

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 #65

03221-0039 (LT)

PREPARED FOR Meredith01
ON 2023/08/16 AT 13:32:21

* 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
LT1176931	1997/05/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
	REMARKS: RE: R442781					
LT1259800	1998/04/02	NOTICE AGREEMENT		ROYBRIDGE INVESTMENTS LIMITED	THE CORPORATION OF THE CITY OF VAUGHAN	C
LT1451191	2000/02/07	TRANSFER		*** COMPLETELY DELETED *** ROYBRIDGE INVESTMENTS LIMITED	GRAFE, MIKE GRAFE, ANNE	
LT1451192	2000/02/07	CHARGE		*** COMPLETELY DELETED *** GRAFE, MIKE GRAFE, ANNE	ROYAL BANK OF CANADA	
YR237157	2002/11/27	TRANSFER		*** COMPLETELY DELETED *** GRAFE, ANNE GRAFE, MIKE	1392893 ONTARIO INC.	
YR237158	2002/11/27	CHARGE		*** COMPLETELY DELETED *** 1392893 ONTARIO INC.	GRAFE, MIKE GRAFE, ANNE	
YR666060	2005/07/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
	REMARKS: RE: LT1451192					
YR733354	2005/11/17	CHARGE		*** COMPLETELY DELETED *** 1392893 ONTARIO INC.	ROYAL BANK OF CANADA	
YR1292059	2009/03/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** GRAFE, MIKE GRAFE, ANNE		
	REMARKS: RE: YR237158					
YR1296498	2009/03/18	CHARGE		*** COMPLETELY DELETED *** 1392893 ONTARIO INC.	ROYAL BANK OF CANADA	
YR1354381	2009/08/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
	REMARKS: RE: YR733354					
YR3392682	2022/03/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		

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LAND
REGISTRY
OFFICE #65

03221-0039 (LT)

PREPARED FOR Meredith01
ON 2023/08/16 AT 13:32:21

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD	
		<i>REMARKS: YR1296498.</i>					
YR3416766	2022/04/29	TRANSFER	\$24,710,000	1392893 ONTARIO INC.	1000093910 ONTARIO INC.	C	
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>					
YR3416767	2022/04/29	CHARGE	\$19,000,000	1000093910 ONTARIO INC.	PEAKHILL CAPITAL INC.	C	
YR3416768	2022/04/29	NO ASSGN RENT GEN		1000093910 ONTARIO INC.	PEAKHILL CAPITAL INC.	C	
		<i>REMARKS: YR3416767.</i>					
YR3544746	2023/04/26	CAUTION-LAND		*** COMPLETELY DELETED *** 1000093910 ONTARIO INC.	20 REGINA JV LTD.		
		<i>REMARKS: DELETED BY K. CLARK 2023/08/04</i>					
YR3582894	2023/08/08	CHARGE	\$4,000,000	1000093910 ONTARIO INC.	VISRAM, ZAHERALI	C	
YR3582895	2023/08/08	NO ASSGN RENT GEN		1000093910 ONTARIO INC.	VISRAM, ZAHERALI	C	
		<i>REMARKS: YR3582894 RENTS</i>					

THIS IS **EXHIBIT "3"** REFERRED TO IN
THE AFFIDAVIT OF REMY CARUSO
SWORN BEFORE ME THIS 29TH
DAY OF AUGUST, 2023



Commissioner for Taking Affidavits etc./Notary Public

JOEY JAMIL

Ministry of Public and
Business Service Delivery

Profile Report

PEAKHILL CAPITAL INC. as of May 15, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	PEAKHILL CAPITAL INC.
Ontario Corporation Number (OCN)	2728932
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	November 27, 2019
Registered or Head Office Address	10 King Street East, Suite 401, Toronto, Ontario, Canada, M6G 2P4

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

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

Director/Registrar

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Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 10

Name HARLEY GOLD
Address for Service 24 Ridgevale Drive, Toronto, Ontario, Canada, M6A 1K8
Resident Canadian Yes
Date Began November 27, 2019

Name BERNARD HEITNER
Address for Service 2828 Bathurst Street, 500, Toronto, Ontario, Canada, M6B 3A7
Resident Canadian Yes
Date Began November 27, 2019

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V. Quintanilla W.

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Active Officer(s)**Name**

HARLEY GOLD

Position

President

Address for Service

24 Ridgevale Drive, Toronto, Ontario, Canada, M6A 1K8

Date Began

November 27, 2019

Name

BERNARD HEITNER

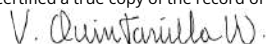
Position

Vice-President

Address for Service2828 Bathurst Street, 500, Toronto, Ontario, Canada, M6B
3A7**Date Began**

November 27, 2019

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Corporate Name History**Name**

PEAKHILL CAPITAL INC.

Effective Date

November 27, 2019

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Active Business Names

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Expired or Cancelled Business Names

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Document List

Filing Name	Effective Date
Annual Return - 2022 PAF: IRA MARKUS	May 08, 2023
Annual Return - 2021 PAF: IRA MARKUS	May 08, 2023
Annual Return - 2020 PAF: IRA MARKUS	May 08, 2023
CIA - Notice of Change PAF: HARLEY GOLD	May 04, 2023
Annual Return - 2023 PAF: IRA MARKUS	April 28, 2023
CIA - Notice of Change PAF: HARLEY GOLD	February 09, 2023
CIA - Notice of Change PAF: ZEV ZLOTNICK	January 06, 2023
BCA - Articles of Amendment	September 23, 2020
CIA - Initial Return PAF: HARLEY GOLD - DIRECTOR	November 29, 2019
BCA - Articles of Incorporation	November 27, 2019

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THIS IS **EXHIBIT "4"** REFERRED TO IN
THE AFFIDAVIT OF REMY CARUSO
SWORN BEFORE ME THIS 29TH
DAY OF AUGUST, 2023



Commissioner for Taking Affidavits etc./Notary Public

JOEY JAMIL

COMMITMENT LETTER

Loan Number: 70094

April 1, 2022

100093910 Ontario Inc

Delivered by E-MAIL ONLY

Attention: Jonah Brown

Peakhill Capital Inc. (the "Lender") is pleased to advise that on the basis of information provided in connection with your request for financing, your application for a mortgage loan (the "Loan") has been approved subject to the terms and conditions set out in this letter (the "Commitment Letter").

TERMS AND DETAILS

PURPOSE	The Loan proceeds of \$19,000,000, along with a contribution of \$5,710,000 will be used to acquire the Property in the amount of \$24,710,000.
BORROWER(S)	100093910 Ontario Inc The Lender shall have full recourse against the Borrower(s).
GUARANTOR(S)	Ravi Aurora Nick Aurora Akash Aurora The Lender shall have full recourse against the Guarantor(s) on a joint and several basis.
INDEMNITOR(S)	N/A
NAMED PARTIES	Borrower(s), Guarantor(s), & Indemnitor(s) collectively
MORTGAGEE(S)	Peakhill Capital Inc.
PROPERTY	20 Regina Road, Vaughan, ON, L4L 8L6
SUBJECT PRIORITY	First
AMOUNT	\$19,000,000
AMORTIZATION	Interest Only
TERM	A demand facility payable at any time upon demand by the Lender and payable in full no later than twelve (12) months from the Interest Adjustment Date.
INTEREST RATE	RBC Prime Rate + 3.50%. A minimum interest rate of 6.20% will apply.
COMMITMENT FEE	\$190,000 (1.00% of the loan amount).
INSPECTION FEE	The non-refundable amount of \$500.

SPECIFIC CONDITIONS

RECOURSE	The Lender has recourse to the Property, and further recourse as indicated in the Borrower(s), Guarantor(s), and Indemnitor(s) definition.
LEGAL DESCRIPTION	To be confirmed by the Lender's legal counsel.
FUNDING	The Loan shall be funded in a single advance.
FEES	Upon execution of this Commitment Letter, notwithstanding that the Lender agrees to accept any fee or standby deposit at a later date, all outstanding fees and standby deposit shall be earned, due, and payable by way of a certified cheque(s), bank draft(s) or wire transfer to Peakhill Capital Inc. "IN TRUST".
INTEREST ADJUSTMENT DATE	The first day of the month (the "Installment Date") following the date of the advance of funds unless funding occurs on the first day of the month whereby the funding date will concur with the interest adjustment.

REPAYMENT	<p>By consecutive monthly installments of interest only to be determined at the Interest Rate and in accordance with the Amortization commencing on the Installment Date of the next month following the Interest Adjustment Date.</p> <p>It is understood and agreed that the Installment Date cannot be changed once the Loan Term commences. All Loan payments are to be made by way of automatic debit. The pre-authorized debit form is to be completed and returned with this executed Commitment Letter. If the Interest Rate is variable, the Interest Rate is to reset on the first day of the month. The Interest Rate is to be compounded on a monthly basis, not in advance, and with payments made on a monthly basis.</p>
PREPAYMENT PRIVILEGE	The Loan will be closed to prepayment for the first six (6) months, and open to prepayment thereafter, in whole but not in part, without bonus or penalty, subject to thirty (30) days' written notice.
PREPAYMENT FEE	None.
COMMITMENT EXPIRY DATE	If, for any reason, including without limitation, any failure or inability of the Borrower(s) to satisfy any of the terms and conditions contained in this Commitment Letter or other Loan and Security Documents (as hereinafter defined), and the Initial Advance of the Loan has not been fully advanced by April 14, 2022, at the Lender's option, this Commitment Letter and all obligations of the Lender in respect of the Loan shall terminate.
PROPERTY TAXES	<p>The Lender reserves the right to deduct monies from the Loan Amount to pay all property taxes (including school taxes, penalties, interest and unpaid utilities if applicable) due or coming due within 60 days of the advance of the Loan proceeds.</p> <p>In accordance with the Loan and Security Documents a monthly property tax component will be estimated by the Lender, and collected monthly with the regular Loan payment, in an amount to be sufficient for the Lender to pay such property taxes as they become due.</p> <p>Notwithstanding the foregoing, the Borrower shall be allowed to pay property taxes directly to the applicable municipal tax department provided that without limiting the provisions of the Loan and Security Documents, the Borrower(s) shall be responsible to ensure:</p> <p>(a) The Lender receives a copy of the property tax notice(s) no later than 15 days prior to any due date(s); and</p> <p>(b) There are sufficient funds to pay the taxes in full prior to the due date(s).</p> <p>Any penalties and interest incurred as a result of insufficient funds will be to the account of the Borrower(s).</p>
ADDITIONAL RESERVES/HOLDBACKS	In the event the due diligence is not in line with the Lender's expectations, the Lender at its discretion may introduce the requirement for additional reserves and/or holdbacks as agreed to by the Lender and Borrower(s).

LOAN AND SECURITY DOCUMENTS

The completion, execution and registration of the Loan and Security Documents and the receipt of favorable legal opinions (including an enforceability opinion as to the Loan and Security Documents from the Borrower(s)'s legal counsel, if applicable) in respect thereof, and the completion of all other matters deemed by the Lender's legal counsel to be necessary to ensure that the title to the Property is good and marketable and that the security for the obligations of the Borrower(s) constitutes a Subject Priority mortgage over the Property and a Subject Priority charge over all other collateral charged by the Loan and Security Documents provided as security for the Loan, if any.

The Loan and Security Documents shall be the following (in form and content determined by and acceptable to the Lender and the Lender's legal counsel):

- This executed Commitment Letter.
- Subject Priority mortgage against the Property registered in the amount of 100% of the Loan Amount and registered at a higher interest rate of 10.00%.
- Subject Priority general assignment of rents and leases registered against the Property.
- A site-specific general security agreement providing a Subject Priority ranking charge on all present and after-acquired personal property located on or used in connection with the Property and the rents to be derived from the Property, together with a financing statement registered under the Personal Property Security Act of each province (the "PPSA") in respect of the security interest created by the general security agreement.
- A guarantee and postponement of claim as presented on page 1 of this Commitment Letter.
- Estoppel certificates for any current commercial occupants of the Property as outlined in the "Conditions Precedent" section.

- Subject Priority transfer and assignment of insurance, attaching thereto the policy or policies in respect of the Property evidencing the Lender as Subject Priority loss payee/mortgagee and additional insured in respect of general liability insurance.
- A full Lender's title insurance policy.
- Such other security, documents, and agreements with respect to the Property as the Lender or its legal counsel reasonably require.

CONDITIONS PRECEDENT

The conditions precedent, all of which must be satisfactory to the Lender, in its sole discretion and in no event, no later than 5 business days before the advancing of the Loan, shall include:

LOAN TO VALUE	The Loan Amount over the value of the Property as determined by the Lender is not to exceed 76.90% of the purchase price.
FINANCIAL STATEMENTS	Receipt of the most recent financial statements for corporate Named Parties or related parties, and signed net worth statement(s) for Named Parties, including social insurance number(s), birth date(s), current address and portfolio information for all assets, no more than six (6) months old from the date of the execution of this Commitment Letter. The net worth statement(s) must be accompanied by a detailed property portfolio information for all assets beneficially owned by the Guarantor(s).
CREDIT REPORTS	Credit reports and other due diligence conducted by the Lender or its legal counsel to obtain information concerning the character, general reputation, personal characteristics, financial and credit histories and other general credit information in respect of Named Parties and any other related parties to the Loan. The Named Parties permit the Lender and its representatives to make such inquiries.
RENT ROLL	Receipt of a certified current rent roll (i.e., signed and dated).
SECOND MORTGAGE	The Lender must receive and approve documentation relating to the details of the Private Second Mortgage prior to advancing the Loan.
CAPITAL EXPENDITURES	Receipt and satisfactory review by the Lender of a list of planned capital expenditures on the Property, if available.
PROPERTY MANAGEMENT AGREEMENT	Receipt of a signed Property Management Agreement, or confirmation of self-management
LEASES	Receipt of executed leases for commercial occupants of the Property.
ESTOPPEL CERTIFICATES	Receipt of executed estoppels for each commercial occupant supporting the terms of the leases.
APPRAISAL REPORT	Receipt of a current appraisal report to be received prior to funding. The appraisal report shall be accompanied by a transmittal letter authorizing Peakhill Capital Inc., and its affiliates, successors, and assigns, to rely on the current appraisal report for financing purposes.
ENVIRONMENT SITE ASSESSMENT	Receipt of a current Environment Site Assessment. The Environment Site Assessment should be accompanied by a transmittal letter authorizing Peakhill Capital Inc., and its affiliates, successors, and assigns, to rely on the current Environment Site Assessment for financing purposes.
BUILDING CONDITION REPORT	Receipt of a current Building Condition Report. The Building Condition Report shall be accompanied by a transmittal letter authorizing Peakhill Capital Inc., and its affiliates, successors, and assigns to rely on the current appraisal report for financing purposes.
PURCHASE AND SALE AGREEMENT	Receipt of the executed Purchase and Sale Agreement, including all amendments, confirming a purchase price of \$24,710,000.
BANK STATEMENTS	Receipt of the trailing four (4) months' bank statements for the Borrower(s) and/or Guarantor(s) demonstrating sufficient equity for the purchase.
PROPERTY TAX	A copy of the Property's current year tax certificate confirming property tax is up to date.
INCOME TAX RETURNS	Receipt of income tax returns and/or Notice of Assessment for the Guarantor(s) for the last two (2) years.

INSPECTION	Inspection of the Property by the Lender or its representative.
TENANT HISTORY	Receipt of the owner-occupied tenant, Quartz Suppliers, three-year historical financial statements.
INSURANCE	<p>Insurance and evidence of the same prior to any funding by the Lender, which has been reviewed and approved by the Lender's insurance consultant which shall include coverage in accordance with the form attached.</p> <p>The Borrower(s) will be responsible for the initial cost of review of \$500.00 plus HST as well as an on-going monitoring fee of \$125.00 per year.</p>
CORPORATE STRUCTURE	The Lender's Solicitor shall confirm the ownership structure of the Property to the Lender prior to funding.
ANTI-MONEY LAUNDERING	<p>All the Named Parties, plus any additional parties as determined by the Lender, acknowledge that, in accordance with the Proceeds of Crime (Money Laundering) and Terrorist Financing Act ("PCMLTFA"), the Lender is required to obtain specific information relating to the parties involved in this transaction and they and/or their legal counsel will provide such information as required including corporate structure information on the Lender's form.</p> <p>An identification certification is required from each individual Named Parties and beneficial owner(s) and from each of three (3) signing officers for every non-personal Named Parties and beneficial Owner(s). If there are fewer than three (3) signing officers for any non-personal Named Parties or beneficial owner(s), identification certification will be required for all signing officers.</p> <p>Completed and executed copy of the Corporate Structure & AML/ATF Mortgage Loan Information Statement ("AML") which will confirm that the Borrower(s) is the registered and beneficial owner of the Property and the Borrower(s) is owned by the beneficial owner(s).</p>
SURVEY / CERTIFICATE OF LOCATION	Receipt of most recent certified survey, real property report, or certificate of location for the Property.
IMPROVEMENTS	Borrower(s) shall supply evidence satisfactory to the Lender's legal counsel that the improvements on the Property have been completed and comply with all requirements of building and zoning by-laws, fire code, and any other rules, regulations and laws of any governmental authorities having jurisdiction and there are no outstanding orders from same.
BRING DOWN CERTIFICATE	A bring down certificate signed by the Borrower(s) confirming all representations and warranties set out in this Commitment Letter and Loan and Security Documents are true and correct at the time of closing.
TITLE INSURANCE	<p>A commercial lenders' title insurance policy from Stewart Title Company or First Canadian Title in a form satisfactory to the Lender's legal counsel acting reasonably. The Borrower(s) will be responsible to pay the cost of the insurance premium.</p> <p>Notwithstanding the foregoing, where the Lender agrees to accept a legal counsel opinion on title to the Property in lieu of title insurance, the legal counsel's opinion may be provided by the Borrower(s)' legal counsel or the Lender's legal counsel, at the Borrower(s)' cost. The title opinion shall be in form and substance acceptable to the Lender in its sole and absolute discretion.</p>
INFORMATION AND MATERIALS	The Borrower(s) warrants that all information and materials, financial and otherwise, provided or delivered to the Lender in connection with the Loan are correct and complete as of the date provided and will continue to be correct and complete on the date of advance, failing which the Lender shall have no obligation to advance the Loan. The Borrower(s) acknowledges that the Lender's decision to make the Loan will be based on all such information and materials. The Borrower(s) shall promptly disclose to the Lender from time to time any and all changes in such information and materials or any additional information or materials which may reasonably be expected to influence the Lender's decision to make the Loan.
FURTHER DOCUMENTS	Such other reports or information as the Lender or its legal counsel may reasonably request.

REPRESENTATION & WARRANTIES

SURVIVAL	The representations, warranties, covenants and obligations of each of the Named Parties contained in each Loan, Security Documents shall (i) survive any disbursement or repayment of the Loan, any full or partial release, termination or discharge of any Loan and Security Documents, and any remedial proceedings taken by the Lender under any Loan and Security Document or applicable law, (ii) ensure to the benefit of the Lender and (iii) be fully effective and enforceable by the Lender, notwithstanding any due diligence performed by or on behalf of the Lender or any breach or other information (to the contrary or otherwise) known to the Lender at any time. Such representations and warranties are deemed to be made on the date of
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execution of each such Loan and Security Document and are deemed repeated as of the date of the advance of the Loan proceeds.

HAZARDOUS MATERIALS Without limiting the detailed environmental provisions contained in the Loan and Security Documents:

(a) The Borrower(s) at its sole cost and expense, shall comply, or cause its tenants, agents, and invitees, at their sole cost and expense, to comply with all federal, provincial and municipal laws, and without limitation all laws and regulations of an environmental nature, and including, without limitation, with respect to the discharge and removal of hazardous or toxic wastes, and with respect to the discharge of contaminants into the natural environment, pay immediately when due the cost of removal of any such wastes and the cost of any improvements necessary to deal with such contaminants and keep the Property free and clear of any lien imposed pursuant to such laws, and applicable laws of an environmental nature. If the Borrower(s) fails to do so, after notice to the Borrower(s) and the expiration of the earlier of (i) any reasonable applicable cure period specified under the Loan and Security Documents or (ii) the cure period under the applicable law, rule, regulation or order, then the Lender, at its sole option, may declare the Loan to be in default. The Borrower(s) shall promptly notify the Servicer (as hereinafter defined) of any violation of any environmental laws relating to the Property or operations or any investigation or inquiry by any governmental authority or other third party in connection with any environmental laws relating to the Property or operations, or of the identification of any conditions at or off the Property requiring significant expenditures for corrective or remedial measures to address environmental matters at the Property;

(b) The Borrower(s) and, if applicable, the Guarantor(s) shall indemnify and hold the Lender harmless from and against all losses, costs, damage or expenses (including, without limitation, legal fees and costs on a legal counsel and client basis incurred in the investigation, defence and settlement of any claim) relating to the presence of any hazardous waste or contaminant referred to herein. This indemnity will survive the repayment of the Loan and discharge of the Loan and Security Documents; and

(c) The Borrower(s) further covenants and agrees to complete and implement, prior to any major renovation or building demolition activities, a hazardous materials management program, if such recommendation is contained in the above-referenced ESA reports.

GENERAL CONDITIONS

FINANCIAL REPORTING

The Borrower(s) and corporate Guarantor(s) shall provide the Lender with notice to reader financial statements respectively all satisfactory to the Lender in form and content, prepared in accordance with Canadian accounting standards for private enterprises, within 120 days of each fiscal year-end for the Borrower(s), and Guarantor(s). The financial statements shall be accompanied by a current rent roll, balance sheet and a detailed income and expenditure statement with supporting notes and schedules for each Property mortgaged in favour of the Lender. These documents may only be requested within 120 days of each fiscal year-end along with the financial statements, or more often if requested by the Lender. If the Borrower(s) or Guarantor(s) are individuals, personal net worth statements shall be provided within 120 days of each calendar year, or more often if requested by the Lender. The Borrower will be required to provide operating statements or bank statements at any time during the Loan Term, as requested by the Lender.

BORROWER COSTS

The Borrower(s) will be responsible for legal services, property survey or real property report, insurance review, and third-party reporting costs associated with the Loan.

Notwithstanding the foregoing, the lender will accept title insurance in lieu of property survey or real property report.

ENCUMBRANCES

Prior to the disbursement of the Loan, when applicable, the Loan and Security Documents shall be registered, the Property shall be free and clear of all liens, charges, prior claims and other encumbrances (save and except any existing charge to be paid out and discharged from the Loan advance, and those permitted by the Lender) and all other terms and conditions of this Commitment Letter shall have been satisfied. Title subject to security agreement for water heaters.

TRANSFERS

No sale or transfer of the Property in whole or in part (or sale, transfer or pledge of any ownership interest in the Borrower(s)) shall be permitted without the prior written consent of the Lender not to be unreasonably withheld without delay.

RESTRICTIONS ON FURTHER FINANCING

The Lender agrees to allow the Borrower to place a private second mortgage on the Property. The Named Parties agree not to further encumber the Property in any manner, other than the above private 2nd mortgage, without prior written consent of the Lender, which consent may be arbitrarily withheld.

DIRECTION OF LOAN PROCEEDS

If at the time of any advance of the Loan, there is a mortgage registered against title to the Property or in Personal Property Security Registry which is not permitted by the Lender, the Lender will require that its legal counsel apply any or all of the proceeds of the advance of the Loan to pay out the encumbrance on behalf of the Borrower(s) by payment directly to the holder thereof. The Borrower(s) irrevocably directs and authorizes the Lender and its legal counsel to make such pay-out and agrees to obtain and register discharges of any such encumbrance as soon as possible after such pay-out provided that the executed discharge of any private mortgage must be delivered in registrable form in exchange for such a pay-out. In executing this Commitment Letter, the Borrower(s) authorizes the Lender to pay the balance of the Loan proceeds directly to the Borrower(s)'s legal counsel.

OVERDUE MATURITY

In the absence of either full payout of the outstanding Loan on maturity (including the capital, interest, fees and accessories) or an executed renewal agreement from the Borrower(s) on the last day of the Loan Term (if a renewal was offered by the Lender), the Lender, at its sole option, may automatically extend the Loan Term for a period of one month from the last day of the Loan Term, at an interest rate equal to the Royal Bank of Canada Prime Rate on the last day of the Loan Term plus 10% per annum, calculated daily, and compounded and payable in accordance with the Loan terms. In the event that a full payout or a renewal agreement has not been finalized within this one-month period, then there will be no further extensions without the express written consent of the Lender. For greater certainty, the Lender shall not be obligated to offer any renewal either prior to the last day of the Loan Term or during the extended one-month term if the Lender has exercised its extension option. All other terms and covenants the Loan and Security Documents shall continue to apply during such extended term. The Loan may be paid in full at any time during the one-month extension period with notice, but without bonus or penalty. The Borrower(s) acknowledges and agrees that the Lender is entitled to charge and apply a reasonable processing fee to the Loan principal upon the exercise of such extension option.

NON-COMPLIANCE AND SERVICING

In addition to all reasonable costs and expenses incurred by the Lender, the Lender reserves the right to charge service fees should the Borrower(s) require servicing or fail to comply with the financial obligations and/or the non-monetary terms and conditions of any of the Loan and Security Documents. Such fees will be paid by the Borrower(s) to the Lender as liquidated damages and not as a penalty.

DEFAULT

At the time of the advance of the Loan, in whole or in part, no default under the Loan and Security Documents shall have occurred. At the time of the advance of any part of the Loan, all Named Parties and any beneficial owner(s) shall not be insolvent or the subject of any bankruptcy, arrangement with creditors, proposal, amalgamation, reorganization, liquidation, winding-up, dissolution, receivership or material litigation or continuation under the laws of any other jurisdiction. Any default under any provision of this Commitment Letter shall be deemed to be default under the other Loan and Security Documents. Any default under the other Loan and Security Documents shall be deemed to be default under this Commitment Letter.

MATERIAL ADVERSE CHANGE

At the sole option of the Lender, this Commitment may be cancelled and there shall be no obligation to disburse the Loan if:

- (i) due to the failure, for any reason, of the Borrower or any Additional Covenantor to satisfy any of the provisions or requirements hereof, the Lender has not been willing or able to disburse the Loan Amount on or before April 14, 2022 (the "Close Out Date");
- (ii) the Borrower or any Additional Covenantor is in breach of any provision, representation or warranty herein;
- (iii) in the opinion of the Lender, in its sole discretion, there is a material adverse change in the position, financial or otherwise, of the Borrower or any Additional Covenantor from that represented to the Lender as at the date hereof;
- (iv) in the opinion of the Lender, in its sole discretion, there has been a material adverse change in the condition of the Property or in the actual or anticipated revenues therefrom from that existing at the date hereof or if the City of Toronto were to be closed that would affect the granting of building permits or renovations to the Property;
- (v) the Borrower is acquiring the Property coincident with the making of this Loan and the purchase price represented to the Lender for the acquisition is higher than the actual purchase price to be paid by the Borrower on closing of the acquisition;
- (vi) the results of the Lender's due diligence investigations regarding the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* (the "PCTF Act") are not wholly satisfactory to the Lender, in its sole discretion, or the Borrower or any Additional Covenantor fails to provide all information required by the Lender pursuant to the PCTF Act; or

- (vii) any situation exists which would constitute a default hereunder or under any of the Security Documents.

If the whole Loan Amount has not been disbursed on or before the Close Out Date, the Lender may, at its sole option, close out the Loan Amount at the amount then disbursed, if any.

ASSIGNMENT

This Commitment Letter may not be transferred or assigned by the Borrower(s). The Lender (and its successors and assigns) may, at its sole discretion and without notice to or the consent of, and without any third-party cost or expense to, all Named Parties, assign, sell or transfer the Loan, and the Loan and Security Documents, in whole or in part, and the Named Parties hereby consent to the disclosure by the Lender to any such assignee, transferee or participant of all information and documentation regarding the Loan, the Property, and the Named Parties within the possession and control of the Lender.

CONSENT TO DISCLOSURE

The Named Parties acknowledge and agree that the Loan (or securities or certificates backed by or representing any interest in the Loan or a pool of loans which includes the Loan) may be sold or securitized into the secondary market without restriction and without notice to or the consent of, and without any third-party cost or expense to, the Named Parties. The Lender may release, disclose, exchange, share, transfer or assign from time to time, as it may determine in its sole discretion, all information and materials (including financial statements and information concerning the status of the Loan, such as existing or potential Loan defaults, lease defaults or other facts or circumstances which might affect the performance of the Loan) provided to or obtained by the Lender relating to any of the Named Parties the Property or the Loan without restriction and without notice to or the consent of the Named Parties as follows: (i) to any subsequent or proposed purchaser of the Loan and its third party advisors and agents, such as legal counsel, accountants, consultants, appraisers, credit verification sources and servicers (ii) to any governmental authority having jurisdiction over such sale or securitization of the Loan or Loan pool or any trade of any interest in the Loan or Loan pool; and (iii) to any other person in connection with the sale, assignment or securitization of the Loan or in connection with any collection or enforcement proceedings taken under or in respect of the Loan and/or the Loan and Security Documents. Each of the Named Parties irrevocably consents to the collection, obtaining, release, disclosure, exchange, sharing, transfer and assignment of all such information and materials. The Named Parties further acknowledge that the Lender may share the terms and details of the Loan with the general public for the sole purpose of advertising the Lender's program to its clients. Notwithstanding the foregoing, the Lender will not make public the personal details of the Named Parties for any such purposes.

MORTGAGEE & SERVICER

This Commitment Letter will be assigned by the Lender. The other Loan and Security Documents will be drawn to reflect the Mortgagee(s) as agent, nominee and custodian for and on behalf of the Lender. Upon completion of this loan transaction, the Loan and Loan and Security Documents will be serviced for and on behalf of the Lender and the Mortgagee(s) by Peakhill Capital Inc. (in such capacity, the "Servicer"), and the Borrower(s) will be directed to make all payments under the Loan and Security Documents and to deal with the Servicer on all matters of administration of the Loan and the Loan and Security Documents until further directed in writing by the Servicer.

BROKER FEE

The Borrower(s) shall pay any and all commissions, finder's fees, brokerage fees or other compensation which may be due or become due to any finder or broker, other than the Lender, in connection with the Loan. The Borrower(s) shall indemnify and save harmless the Lender, Mortgagee(s), Servicer, and their respective agents, representatives, employees, officers and directors, from any and all claims for any such amounts, and such indemnity shall survive the expiry, or termination of the Loan transaction and the advance of funds under the Loan.

LEGAL AND OTHER COSTS

All third-party costs and expenses incurred whether directly or indirectly by the Lender, whether directly or indirectly in connection with this Commitment Letter, including without limitation legal fees and disbursements, appraisal fees, title insurance and insurance consultant's fees, are payable by the Borrower(s) whether or not the transaction proceeds as contemplated, and may be deducted from the proceeds of the Loan. The Borrower(s) shall pay all reasonable costs and expenses imposed by the Lender in connection with any amendments to the Loan or the Loan and Security documents, the discharge or assumption of the Loan, the preparation of any mortgage statement, dishonored payments or similar matters during the Loan Term.

PERSONAL INFORMATION

The Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"), is intended to protect the confidentiality of information about an identifiable individual that is recorded in any form ("the Personal Information").

By evidence of their respective signatures to this Commitment Letter, each signatory to the letter hereby expressly consents and authorizes the Lender to collect, use, or disclose to third parties its Personal Information as required and as permitted pursuant to PIPEDA or other laws. Such third parties may include mortgage loan investors, mortgage loan trustees, law firms, insurance companies, credit bureaus or other third parties involved in the mortgage loan industry.

A copy of the Lender's privacy policy or procedures may be obtained by contacting the Lender's Chief Privacy Officer.

CONDITIONS	All conditions to the Lender's obligation to make advances hereunder are imposed solely for the benefit of the Lender and its successors and assigns and any or all of such conditions may be waived in whole or in part at any time by such party in its sole discretion.
NO WAIVER	The Lender's failure to insist upon strict performance of any obligation or covenant of the Loan and Security Documents by the Borrower(s) or to exercise any option or right herein shall not be a waiver for the future of such obligations or covenant, but the same shall remain in effect and the Lender shall have the right to insist upon strict performance by the Borrower(s) of any and all of the terms of the Loan and Security Documents.
AMENDMENTS	No provision of this Commitment Letter, or any other document or instrument in existence among the parties may be modified, waived or terminated except by an instrument in writing executed by the party against whom such modification, waiver or termination is sought to be enforced.
GOVERNING LAW	This Commitment Letter shall be governed by and constituted in accordance with the laws of Canada and of the province in which the Property is located.
TIME OF PAYMENTS	The Loan will provide that in the event that any payment permitted or required to be made on account of the Loan is made after 1:00 PM EST, on any payment date, that payment will be deemed to have been made on the next following business day.
TIME	Time shall be of the essence in all respects herein.
COUNTERPARTS	This Commitment Letter may be executed in several counterparts, each of which shall be deemed to be an original, and all counterparts, taken together, shall constitute one and the same instrument. It is not necessary in making proof of this Commitment Letter to produce or account for more than one such counterpart, signed manually, or an electronic copy thereof.
NON-MERGER	All Named Parties acknowledge that the terms and conditions outlined in this Commitment Letter are summaries and not inclusive of all terms of the Loan which may be further explained in the Loan and Security Documents. If there is a direct conflict between this Commitment Letter and the Loan and Security Documents, the Lender shall determine which prevails.
FUNDING REQUESTS	Once all conditions of this Commitment Letter have been met, the Lender will order funds and process all advances given notice of a minimum of 5 clear business days' notice prior to the intended funding.

EXECUTION PAGE

The Lender's legal counsel for this loan transaction will be:

Zev Zlotnick
Gardiner Roberts LLP
3600 - 22 Adelaide Street West
Toronto, ON

The Borrower(s)' legal counsel shall be:

Name: _____
Phone: _____
Email: _____

The Borrower(s)' insurance agent shall be:


Name: _____
Phone: _____
Email: _____

The Borrower(s) will execute any additional documents which the Lender may require to give effect to the terms and conditions set out herein, including at the option of the Lender, a mortgage amending agreement which may be registered on title. In the event that the Lender does not require a mortgage amending agreement, this Commitment Letter shall govern the terms and conditions of the Loan.

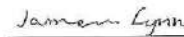
If the terms and conditions of this Commitment Letter are agreeable to you, please have the enclosed copy of this Commitment Letter executed by the Named Parties and return it to the Lender on or before March 23, 2022 together with certified cheques to the Lender for the balance of all outstanding fees and/or deposits.

Yours very truly,

PEAKHILL CAPITAL INC.



Harley Gold

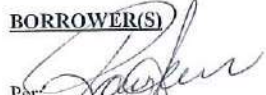


James Lynn

By signing below, each party hereby represents that such party has the legal capacity and authority to enter this transaction and execute this Commitment Letter and agree to be bound by the terms and conditions contained hereof.

ACCEPTED this 4th day of April, 2022.


BORROWER(S)


Per: _____
I/We have authority to bind the company
Print Name:


GUARANTOR(S)



Ravi Aurora



Akash Aurora



Nick Aurora

SCHEDULE: INSURANCE

All policies are to be written through insurers acceptable to the Lender and will contain reasonable deductibles. All insurers must be legally qualified to carry on business in the province in which the Property is located. All policies are to be maintained or caused to be maintained by the Borrower(s) at their own expense.

Loss on property and boiler policies will be to the "Mortgagee" (Peakhill Capital Inc., and its affiliates, successors, and assigns), as holder of security and loss payee, subject to a standard mortgage clause and 30 days' notice of cancellation. The full name and mailing address for the Mortgagee for this purpose are as follows:

Addressed to the Mortgagee
c/o Peakhill Capital Inc.
401 – 10 King Street East, Toronto, ON, M5C 1C3
Telephone No.: 416-476-8565
Attention: Managing Director

The Mortgagee, and their respective successors and assigns, as their interests may appear, are to be named as additional insured on all liability policies, subject to 30 days' notice of cancellation.

Property insurance is required on all buildings and contents owned by the Borrower(s) in an amount sufficient to represent 100% replacement cost. Coverage is to be written on an all risks form, including earthquake & flood, sewer back up and by-laws, subject to replacement cost and stated amount co-insurance or no co-insurance. Any requirement for rebuilding on the same or adjacent site must be deleted from the replacement cost and by-laws wordings.

Any insurance proceeds in respect of a casualty, other than business interruption/rental income insurance and third party liability, is payable to the loss payee and mortgagee, such insurance proceeds are to be applied either to the repair or restoration of the Property or to the repayment of the outstanding principal balance of the Loan.

Boiler & machinery insurance is to be written on a comprehensive form, including by-laws, subject to repair/replacement. Coverage must extend to air conditioning and heating/ventilating equipment and any production equipment. Commercial general liability insurance, inclusive of umbrella insurance, must be written with minimum limits of \$5,000,000 per occurrence and in the annual aggregate, or such higher limits as required by the Lender. The Lender acting reasonably retains the right to update and change the requirements at any time during the term of the mortgage agreement.

These requirements are the minimum required for making the Loan and are to be maintained while the Loan is outstanding. These requirements are not intended to be all-inclusive for the Borrower(s)'s purposes and the Borrower(s) may exceed these requirements in order to insure their business.

Evidence of insurance is to be provided to the Lender's insurance consultant as follows:
Richard Vilner, Risc Inc.
1075 Bay Street, Toronto ON, M5S 2B1
416-315-4576
rvilner@riscmanagement.ca

Certificates of insurance coverage are to be provided to the Lender as soon as possible after this Commitment Letter is entered into between the Borrower(s) and Lender, with certified copies of insurance policies to be delivered to the Servicer within 90 days following funding of the Loan. The cost of the Lender's insurance consultant's review of the Borrower(s)'s insurance shall be for the account of the Borrower(s) and may be deducted from an advance of funds under the Loan. If material changes to insurance coverage are made during the term of the Loan, then, at the sole discretion of the Lender, the Lender may require an additional review by the Lender's insurance consultant. All insurance review costs will be for the account of the Borrower(s).

It is the responsibility of the Borrower(s) and/or the Borrower(s)'s insurance broker to notify the Servicer directly of any changes in coverage from the actual binder or certificates issued at the time the loan is advanced and the funds are released. All insurance documentation after the loan funding date is to be submitted directly to the Servicer as follows:

Peakhill Capital Inc.
401 – 10 King Street East, Toronto, ON, M5C 1C3
Telephone No.: 416-476-8565
Attention: Managing Director

The Borrower(s) is responsible for providing evidence of a policy renewal (by certified certificates of insurance) in advance of each existing policies' lapse. Evidence of the renewal and all required provisions to be delivered to jameslynn@peakhillcapital.com no later than 10 business days prior to the current policies' expiration.

The Borrower(s) will effect and maintain Business Interruption Insurance on the profits or gross rents for one hundred percent of the annual rents for a minimum period of 18 months or such greater period as the Lender may require. The limit for the indemnity period is not to be less than 1.5x Potential Gross Income (PGI) and shall apply to both the Property and Boiler. If the Borrower(s) fails to take out or 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(s).

During any period of construction on, or renovation or alteration of the Property, a Builder's All Risk insurance policy shall be placed and in effect in an amount approved by the Lender.

SCHEDULE: ESTOPPELS

TO: Peakhill Capital Inc. and the Mortgagee (the "Lender Group")

Tenant: _____

Indemitor: _____

Landlord: _____

Property Address: _____

Leased Premises: _____

The parties hereto agree, certify, acknowledge and are estopped from denying the following:

The Landlord and Tenant entered into a lease (the "Lease") dated the ____ day of _____, ____ (the "Lease") in respect of the leased premise known as _____ (the "Leased Premise").

The term of the Lease commenced on the ____ day of _____, ____ and expires on the ____ day of _____, ____ subject to any right of renewal contained in the Lease.

Tenant has the option to extend the term of the Lease for _____ renewal periods at a term of _____ years each renewal period. Tenant has not exercised any future renewal options as of the date hereof.

The annual base rent paid monthly is \$ _____ and the total square footage leased is _____, equating to \$ _____ per square foot.

Tenant's current annual share of common expenses paid monthly is estimated to be \$ _____ (\$ _____ per square foot) for a proportionate share of _____%.

The amount of prepaid rent held by the Landlord is \$ _____ and the amount of the security deposit held by the Landlord is \$ _____.

Tenant has none of the following rights: right to expand the Leased Premises; right to relocate the Leased Premises; right to terminate the Lease; right to discontinue operations; right of first refusal (offer) with respect to any other space in the Property Address; or option or right of first refusal (offer) to purchase the Property Address.

All rent-free periods or rent concessions provided under the Lease have expired, and no rent concession will become effective during the remainder of the Lease. All tenant improvements to be constructed as a condition to the Lease have been completed to Tenant's satisfaction. No damage to the Leased Premises exists which has not been repaired to Tenant's satisfaction.

No default by Landlord or by Tenant currently exists under the Lease. No event has occurred which would be a default, if notice had been given or applicable grace/cure periods had expired (or both). Tenant has no setoffs, credits, claims or defenses to Tenant's obligation to pay rent or to enforcement of the Lease. No bankruptcy, reorganization, insolvency or similar proceedings under any provincial or federal law has been initiated by or against Tenant. Tenant has all licenses and permits which Tenant must have to operate its business from the Leased Premises, and all are current and have not been revoked.

Since taking possession of the Leased Premises, Tenant has not received any notice that the Leased Premises or Tenant's use of the Leased Premises violates any applicable law, regulation, ordinance or directive of any governmental authority or agency or insurance company. Since taking possession of the Leased Premise, Tenant has not stored, generated, manufactured, refined, treated, transported, disposed or in any way used materials which are considered hazardous substances or wastes under applicable environmental laws and regulations (including, without limitation, petroleum or petroleum by-products) at the Leased Premises or on any other part of the Property of which the Leased Premises is a part, except possibly for de minimis quantities incidental to the cleaning or operation of Tenant's business.

Tenant understands that, as a condition of the loan from Lender Group to Landlord, Lender Group's consent will be required in respect of any future modification, waiver, expansion or renewal, and no modification, waiver, expansion or renewal made without Lender Group's written consent will be enforceable against Landlord (except as may arise from any modification, waiver, expansion or renewal rights currently permitted to Tenant by the express terms of the Lease).

The Lender Group has or will have the benefit of security registered against the Property described above of which the Leased Premises is a part. The Tenant hereby postpones its interest in the Lease to the said security. By signing below, Tenant certifies that all information stated above is accurate and correct and does not omit any material fact that would make any statement false or misleading.

Dated the ____ day of _____, 20__

Tenant: _____

Per: _____

Name:

Title:

Email:

I/We have authority to bind the Corporation



COMMITMENT LETTER AMENDMENT

Loan Number: 70094

April 20, 2022

1000093910 Ontario Inc

Delivered by EMAIL ONLY

Attention: Jonah Brown

Further to the commitment letter dated April 1, 2022, in relation to first mortgage financing on 20 Regina Road, Vaughan, ON L4L 8L6 find the proposed changes below:

Page 1, Under
'GUARANTOR(S)',
Delete:

"GUARANTOR(S)" Ravi Aurora
Nick Aurora
Akash Aurora

Page 1, Under
'GUARANTOR(S)', Add:

"GUARANTOR(S)" Ravi Aurora
Nakul Aurora
Akash Aurora

Page 1, Under 'TERMS
AND DETAILS', Add:

"HOLDBACK" An interest reserve in the amount of \$285,000.00 will be held back from the loan amount and will be applied equally as supplement against monthly mortgage payments for the duration of the Loan.

For additional clarity, this reserve will be used to service the monthly interest payments starting at the first payment and \$23,750 will be applied to each payment going forward.

Page 2, Under
'COMMITMENT EXPIRY
DATE', Delete:

**"COMMITMENT
EXPIRY
DATE"**

If, for any reason, including without limitation, any failure or inability of the Borrower(s) to satisfy any of the terms and conditions contained in this Commitment Letter or other Loan and Security Documents (as hereinafter defined), and the Initial Advance of the Loan has not been fully advanced by April 14, 2022 and an extension has not been agreed upon by the Lender and Borrower, then at the Lender's option, this Commitment Letter and all obligations of the Lender in respect of the Loan shall terminate.



Page 2, Under
'COMMITMENT EXPIRY
DATE', Add:

**"COMMITMENT
EXPIRY
DATE"**

If, for any reason, including without limitation, any failure or inability of the Borrower(s) to satisfy any of the terms and conditions contained in this Commitment Letter or other Loan and Security Documents (as hereinafter defined), and the Initial Advance of the Loan has not been fully advanced by April 28, 2022 and an extension has not been agreed upon by the Lender and Borrower, then at the Lender's option, this Commitment Letter and all obligations of the Lender in respect of the Loan shall terminate.

Page 6, Under 'MATERIAL
ADVERSE CHANGE',
Delete:

**"MATERIAL ADVERSE
CHANGE"**

(i) due to the failure, for any reason, of the Borrower or any Additional Covenantor to satisfy any of the provisions or requirements hereof, the Lender has not been willing or able to disburse the Loan Amount on or before April 14, 2022 (the "Close Out Date");

Page 6, Under 'MATERIAL
ADVERSE CHANGE',
Add:

**"MATERIAL ADVERSE
CHANGE"**

(ii) due to the failure, for any reason, of the Borrower or any Additional Covenantor to satisfy any of the provisions or requirements hereof, the Lender has not been willing or able to disburse the Loan Amount on or before April 28, 2022 (the "Close Out Date");

All other terms and conditions in the executed commitment letter dated April 1, 2022 remain unchanged.

Yours very truly,
Peakhill Capital

See Execution Below



EXECUTION PAGE

PEAKHILL CAPITAL INC.

Harley Gold

James Lynn

By signing below, each party hereby represents that such party has the legal capacity and authority to amend the commitment letter and agree to be bound by the terms and conditions contained thereof.

ACCEPTED this 26 day of April, 2022

BORROWER(S)

Per:

I/We have authority to bind the company

Print Name: 1000093910 Ontario Inc

GUARANTOR(S)

Ravi Aurora

Nakul Aurora

Akash Aurora

THIS IS **EXHIBIT "5"** REFERRED TO IN
THE AFFIDAVIT OF REMY CARUSO
SWORN BEFORE ME THIS 29TH
DAY OF AUGUST, 2023



Commissioner for Taking Affidavits etc./Notary Public

JOEY JAMIL

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 20

Properties

PIN 03221 - 0039 LT Interest/Estate Fee Simple
 Description PCL 3-1 SEC 65M2720; BLK 3 PL 65M2720 ; S/T LT576260,LT576262 VAUGHAN
 Address 20 REGINA ROAD
 VAUGHAN

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 1000093910 ONTARIO INC.
 Address for Service 20 Caldari Road
 Concord, Ontario, L4K 4N8

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 PEAKHILL CAPITAL INC.
 Address for Service 10 King Street East, Suite 401
 Toronto, Ontario, M5C 1C3

Provisions

Principal \$19,000,000.00 Currency CDN
 Calculation Period See Schedules
 Balance Due Date 2023/05/01
 Interest Rate See Schedules
 Payments
 Interest Adjustment Date 2022 05 01
 Payment Date First day of each month
 First Payment Date 2022 06 01
 Last Payment Date 2023 05 01
 Standard Charge Terms 200033
 Insurance Amount Full insurable value
 Guarantor Ravi Aurora, Nakul Aurora and Akash Aurora

Additional Provisions

See Schedules

Signed By

Thi Jamie Ng 3600-22 Adelaide Street West acting for Signed 2022 04 28
 Toronto
 M5H 4E3
 Chargor(s)

Tel 416-865-6600

Fax 416-865-6636

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

Submitted By

GARDINER ROBERTS LLP 3600-22 Adelaide Street West 2022 04 29
 Toronto
 M5H 4E3

Tel 416-865-6600

Fax 416-865-6636

Fees/Taxes/Payment

Statutory Registration Fee \$66.30
 Total Paid \$66.30

The applicant(s) hereby applies to the Land Registrar.

File Number

Chargee Client File Number : PH 70094 / GR 120569

SCHEDULE “A”

1. SHORT FORMS OF MORTGAGES ACT

If any of the forms of words contained herein are also contained in Column One of Schedule B of the *Short Forms of Mortgages Act*, (Ontario) (“SFMA”) and distinguished by a number therein, this Charge shall be deemed to include and shall have the same effect as if this Charge contained the form of words in Column Two of Schedule B of the SFMA distinguished by the same number, and this Charge shall be interpreted as if the SFMA was still in full force and effect. The provisions of this Charge and its short form clauses shall not derogate from the Chargee’s rights under the long clauses in the SFMA which shall be in addition thereto or in substitution for part or parts thereof as the Chargee may elect and all shall have the force of covenant.

2. DEFINITIONS AND INTERPRETATIONS

In this schedule, the following definitions apply:

- (a) **Balance Due Date** means the earlier of demand and 12 months from the Interest Adjustment Date;
- (b) **Business Day** means a day of the week other than Saturday, Sunday or any other day which is a statutory or a municipal holiday in the municipality in which the Property is situate;
- (c) **Charge** means this Charge/Mortgage of Land made pursuant to the *Land Registration Reform Act* (Ontario) and any subsequent amendments thereto and including the Standard Charge Terms;
- (d) **Chargee** means the chargee set out in the face page of this Charge, and its successors and assigns;
- (e) **Chargor** means the chargor set out in the face page of this Charge, and his or its heirs, executors, administrators, successors, and assigns, or the case may be;
- (f) **Commitment Letter** means the letter dated April 1, 2022 issued by the Chargee and addressed to the Chargor or the Chargor’s agent setting out the terms of the Loan, as it may be amended from time to time;
- (g) **Costs** means all of the fees, costs, charges, losses, damages and expenses incurred by the Chargee as a direct or indirect consequence of granting the Loan including, without limitation, all expenses incurred in the construction, preservation, maintenance, repair, insuring and realization of the security contained herein, all legal costs incurred by the Chargee as between a solicitor and his own client, and all costs, fees, demands and expenses associated with this Charge, as amended from time to time, including without limitation, those set out herein and in the Commitment Letter, as amended from time to time;
- (h) **Covenantor** means, collectively, Ravi Aurora, Nakul Aurora and Akash Aurora and each such party’s heirs, executors, administrators, successors and permitted assigns, as the case may be;

- (i) **Interest** means interest at the Interest Rate calculated monthly not in advance and payable on the Principal Amount and such other amounts as provided in this Charge both before and after maturity, default, and judgment;
- (j) **Interest Adjustment Date** means the date set out in the face page of this Charge;
- (k) **Interest Rate** means the RBC Prime Rate + 3.50%. A minimum interest rate of 6.20% will apply;
- (l) **Monthly Payments** means monthly payments of interest only in arrears;
- (m) **Person** includes any individual, partnership, joint venture, trust, unincorporated organization or any other association, corporation and government or any department or agency thereof;
- (n) **Principal Amount** or **Loan** means the principal amount in lawful money of Canada of set out in the face page of this Charge as it may be increased or decreased prior to registration of a discharge of this Charge;
- (o) **Property** means the lands against which this Charge is registered and all present and future buildings, systems, fixtures, equipment and chattels and improvements now or hereafter brought or erected thereon;
- (p) **Receiver** means a receiver or receiver-manager of the Property;
- (q) **Standard Charge Terms** means the set of Standard Charge Terms 200033;
- (r) **Term** means the term of the Loan;
- (s) The words “hereto”, “herein”, “hereunder”, “hereof”, “hereby”, “this Charge”, “this agreement”, and similar expressions used in this Charge, including the schedules attached hereto, mean or refer to this Charge and not to any particular provision, section or paragraph or other portion of this Charge and include any instrument supplemental or ancillary hereto; and
- (t) In this instrument, the words “includes” or “including” shall mean “includes without limitation” or “including without limitation”, respectively.

3. STANDARD CHARGE TERMS

The terms contained in this schedule are in addition to the terms contained in the Standard Charge Terms. In the event of any conflict between the terms contained in this schedule and those contained in the Standard Charge Terms, the terms contained in this schedule shall, to the extent of the conflict, prevail.

4. CHARGE

Upon the request of the Chargee, the Chargor hereby gives this Charge and charges the Property as security for full payment to the Chargee of the Principal Amount, Interest and all other amounts payable hereunder and as security for the observance and performance of all of the obligations of the Chargor to the Chargee pursuant to this Charge or otherwise.

5. PREPAYMENT

The Loan will be closed to prepayment for the first six (6) months, and open to prepayment thereafter, in whole but not in part, without bonus or penalty, subject to thirty (30) days' written notice.

6. MONTHLY PAYMENTS

Interest on the Principal Amount from time to time advanced prior to the Interest Adjustment Date, computed from the respective dates of such advances to the Interest Adjustment Date, shall, at the option of the Chargee, be deducted from the advances or paid by the Chargor at such time or times as the Chargee may require and such Interest may be so deducted or paid in advance; after the Interest Adjustment Date, Interest on the Principal Amount and any and all outstanding Costs computed from the Interest Adjustment Date, shall become due and be paid in Monthly Payments and the balance, of the Principal Amount and Interest shall become due and payable on the Balance Due Date. The Monthly Payments, when received, shall be applied firstly to outstanding Costs, secondly to outstanding Interest.

7. REALTY TAXES

The Chargor will pay to the Chargee on the first day of each month an amount stipulated by the Chargee from time to time sufficient to provide a fund to pay in full, the annual property taxes (including any local improvement charges) for the Property at the time that the first instalment of taxes for each year becomes due, based on estimated annual taxes and subject to adjustment based on taxes actually levied. At the Chargee's option, it may withhold from the advance of the Principal Amount a sum sufficient to create the foregoing fund for the first year of the Term.

Notwithstanding the foregoing, the Chargee will conditionally waive the foregoing requirement to pay Taxes directly to the Chargee on a year-to-year basis provided that:

- (a) there has been no default under the Charge and the Chargor continues to perform and observe all the conditions and obligations on its part to be performed pursuant to the Charge and other Security Documents;
- (b) evidence is received by the Chargee from the appropriate taxing authorities showing that all Taxes have been paid in full on or before their respective due dates, within thirty (30) days after each payment due date;
- (c) the Chargor continues to be the owner of the Property; and
- (d) there has been no adverse change, in the Chargee's sole and absolute discretion, in the financial condition of the Property or the Chargor.

This waiver will be reviewed annually by the Chargee and the Chargee may decline to renew same in its sole discretion. In addition, the waiver may be withdrawn at any time by the Chargee if the foregoing provisions are not met. In either of such events the monthly collection of Taxes by the Chargee pursuant to the terms of the Charge shall re-commence immediately, with retroactive effect to the extent necessary to cover any tax arrears. In addition, if the Chargee does not receive proof of tax payment information satisfactory to it within 30 days after each payment due date, the Chargee may, at its sole option, obtain such information from the appropriate taxation authority at the Chargor's expense. In addition, the Chargor shall pay a \$200 administration fee to the Chargee each time the Chargee obtains such information from the taxing authority.

8. PAYMENTS BY CHARGEЕ

The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the Property and all Costs, charges, legal fees (as between solicitor and his own client) and expenses as deemed necessary by the Chargee to preserve the Property and/or to realize upon the Chargee's security and all such payments shall be deemed Costs hereunder.

9. RESIDENTIAL TENANCY LEGISLATION

The Chargor acknowledges that the Chargee has relied upon the residential rent information supplied by the Chargor in deciding to grant the Loan to the Chargor. The Chargor warrants and represents that the statutory declaration provided by the Chargor to the Chargee in connection with this transaction dealing with the rents payable by the tenants of the Charged Property and including the rent roll for the Charged Property is true and accurate as of the date hereof. In the event that one or more of the rents set out in the rent roll is reduced in the future, for any reason whatsoever, the Chargor agrees that, at the request of the Chargee, the Chargor shall provide to the Chargee additional security of a type and in an amount satisfactory to the Chargee, in the Chargee's absolute discretion, to take into account the decreased rent. The Chargor hereby covenants and agrees to comply with the provisions of the *Residential Tenancies Act* (Ontario), during the entire term of this Charge and represents and warrants as follows:

- (a) that after reviewing the records of the Landlord Tenant Board, there has been compliance in all respects with the *Residential Tenancies Act* (Ontario) and all predecessor and successor rent control legislation;
- (b) that there are no outstanding orders prohibiting a rent increase ("ORPI") or applications, building conditions or other matters that could result in or give rise to an ORPI;
- (c) that the present rents are legal and there are no discrepancies between the legal rents disclosed and the rents currently charged which could result in the issuance of an order to rebate rents;
- (d) to ensure that all of the rents payable by tenants of the Property remain legal rents properly increased in accordance with all applicable laws and that all rebates of rent, if any, owed to any present or former tenant of the Property have been paid;
- (e) that there will be no reduction in services or facilities from the level of same as has existed relating to the tenancies at the Property during the past five (5) years;
- (f) to keep the Property in good order, condition and repair and operate the Property in a lawful manner and in compliance with all applicable laws, by-laws, rules, regulations, directions, maintenance or housing standards, and ordinances of any governmental or quasi-governmental authority whatsoever;
- (g) that there are no capital components included in the rents which might result in the legal rents being lowered at a future date;
- (h) to comply in all respects with legislation that affects the ownership and use of the Property in Ontario, including, without limitation, use of standard form residential tenancy agreements, if applicable;

- (i) that to the best of the Chargor's knowledge, after reviewing the records of the Landlord Tenant Board, there have been no allegations by tenants of inadequate maintenance or of withdrawal of services or facilities;
- (j) that no tenant application or investigation by the Landlord Tenant Board or proceedings is pending or threatened which could result in a reduction of the rent or any rent rebates;
- (k) that no orders exist prohibiting rent increases;
- (l) that no work orders exist which could result in the issuance of an order prohibiting rent increases; and
- (m) in the event that the Property is used or operated as a rental apartment building, that the requirements of the *Electricity Act* (1998) and the regulations with respect to the installation of smart meters and smart sub-metering systems, as same may be amended from time to time, have been complied with;
- (n) to give prompt notice to the Chargee of, and to prosecute or defend as the case may be any litigation, proceeding, action, application, order or claim before any court administration board or other tribunal related to or affecting the Property and in accordance with the *Powers of Attorney Act*, the Chargor hereby irrevocably appoints any officer of the Chargee as its attorney in fact to do all such acts and things in connection with the above subsequent to an Event of Default hereunder, with full power of substitution, it being agreed that the Chargee has no obligation but only the power when exercised in the Chargee's discretion to so act, and the Chargor agrees to notify and confirm all acts of the said attorney lawfully done.

10. RESIDENTIAL RENTS

Should a tribunal or court of competent jurisdiction hold that the Property is subject to the *Residential Tenancies Act* (Ontario) or any predecessor or successor rent control legislation, the Chargor covenants that the rents charged with respect to the Property will comply in all respects with the requirements of such Act as same may be amended from time to time and with the requirements of any successor legislation thereto or replacement therefor. The Chargor will indemnify and hold the Chargee harmless from any and all costs, expenses, claims and liabilities incurred by the Chargee by reason of any breach of the aforesaid covenants and all such amounts shall be added to the principal amount hereof and secured hereby.

11. INSURANCE PROVISIONS

- (a) In addition to the insurance provided for under the Standard Charge Terms, the Chargor, in accordance with the provisions of this paragraph, shall place and maintain insurance throughout the term of this Charge, the insurance coverages as set out under the Commitment Letter and all such insurance coverage shall be placed and maintained in force with a company or companies and with deductible amounts satisfactory to the Chargee and the Chargor shall provide to the Chargee original policies of insurance signed by the insurer or insurers or certificates of insurance evidencing same which policies are to be in a form and content satisfactory to the Chargee. Loss payable on each insurance policy shall be to the Chargee as mortgagee with loss payable to the Chargee by way of an IAO approved mortgage clause. The policy shall include the coverages set out in the Commitment Letter.

- (b) All policies shall be on a “no co-insurance” basis. All such insurance shall be placed with a company or companies satisfactory to the Chargee. All cancellations and alteration clauses in the above-referenced policies, including those obtained in the mortgage clause endorsements, shall provide for at least thirty (30) days prior written notice to the Chargee of any cancellation of or material alteration to the policy. The Chargor shall provide evidence of policy renewal or satisfactory replacement annually at least thirty (30) days prior to expiry. The Chargor shall deliver to the Chargee original or certified copies of all policies required hereunder. The Chargee shall be entitled to require coverage of such other risks and perils as the Chargee may from time to time consider advisable or desirable and in respect of which insurance coverage is available.

12. DANGEROUS SUBSTANCES

To the best of the Chargor’s knowledge, after making due enquiry, the Chargor represents and warrants that there are not in, on, under or about the Property, or any part thereof, any Dangerous Substances as defined herein, and neither the Property nor any adjacent lands have ever been used as or for a waste disposal or coal gasification site, nor have they ever contained any underground storage tanks and the use of the Property has not involved and will not involve, during the term of the Charge, the handling of Dangerous Substances nor will such use result in any environmental damage, and there are no outstanding or threatened claims or work orders against the Property relating to environmental matters. “Dangerous Substances” means any contaminants, toxic, dangerous or hazardous substances including, without limitation, urea formaldehyde foam insulation, asbestos fireproofing insulation, polychlorinated biphenyls (PCBs) or radioactive materials.

13. HAZARDOUS WASTE

In consideration of the advance of funds by the Chargee, the Chargor and each of the Covenantors hereby agree that, in addition to any liability imposed on the Chargor and the Covenantor under any instrument evidencing or securing the loan indebtedness, the Chargor and Covenantor shall be jointly and severally liable for any and all of the costs, expenses, damages or liabilities of the Chargee, its directors and officers (including, without limitation, all reasonable legal fees) directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Property of any hazardous or noxious substances and such liability shall survive foreclosure of the security for the Charge and any other existing obligations of the Chargor and each of the Covenantors to the Chargee in respect of the Charge and any other exercise by the Chargee of any remedies available to it for any default under the Charge or the Commitment Letter.

14. ENVIRONMENTAL CLAUSE

The Chargee or agent of the Chargee may, at any time, before and after default, and for any purpose deemed necessary by the Chargee, enter upon the Property to inspect the land and buildings thereon. Without in any way limiting the generality of the foregoing, the Chargee (or its respective agents) may enter upon the Property to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the Interest Rate, shall be payable by the Chargor forthwith, and shall be a charge upon the Property. The exercise of any of the powers enumerated in this clause shall not deem the Chargee or its respective agents to be in possession, management or control of the Property.

15. PROPERTY MANAGEMENT

The Chargee shall have the right to require the Chargor to retain professional property management for the Property satisfactory to the Chargee. The Chargee shall also have the right to approve the terms and conditions of the management agreement. Any change in the management of the Property shall require the prior written approval of the Chargee, both as to manager and the terms and conditions of the management agreement. In addition to the foregoing, the Chargor hereby agrees, and, if required by the Chargee, shall cause the property manager to agree, that the Chargee has the right to terminate the management agreement, at no cost to the Chargee, if an Event of Default occurs that remains uncured or if the Property is being sold by the Chargee pursuant to its remedies under the Commitment Letter, this Charge and the ancillary security documents thereto.

16. CREDIT MANAGEMENT

The Chargor shall provide to the Chargee separate project specific reporting, isolating the Property's financial and operating information from that of other property owned by the Chargor. Should the Chargee identify continuing deterioration in payment of operating expenses for the Property or in the financial capability of the Chargor to pay the operating expenses, or if the Chargor seeks relief under the *Companies' Creditors Arrangement Act* or other debtor relief legislation, then the Chargee shall have the right to take over the Property and establish a separate bank account for the Property and may appoint a monitor with the ability to make appropriate disbursements.

17. SURVIVAL OF COMMITMENT LETTER

This Charge is being executed and delivered pursuant to the Commitment Letter. It is understood and agreed that all of the provisions of the said Commitment Letter including without limitation, all conditions, representations, warranties, covenants, agreements and provisos contained therein are hereby incorporated by reference into this Charge, and into all other security documents being delivered in connection with the Loan, and into any other document requested by the Chargee or required to be delivered from time to time pursuant hereto in order to furnish the security agreed to be provided for the Loan (all of which security documents or agreements, including this Charge, are collectively referred to herein as the "**Security Documents**") and all such conditions, representations, warranties and provisos as contained in the Commitment Letter shall not merge in any document delivered relating to the Loan, but shall survive all such deliveries.

In the event of any conflict between any of the provisions of the Security Documents and the aforementioned Commitment Letter, or in the event that any matter is dealt with in any of the aforementioned documents or agreements in different terms not necessarily in conflict, then, the Chargee shall have the sole right to determine which provision or provisions shall apply.

It is understood and agreed that default under any one of the Security Documents given by the Chargor or Commitment Letter, shall, at the option of the Chargee, constitute a default under all of said documents and that no remedy conferred under any of the said documents is intended to be exhaustive of any other remedy, but, each and every such remedy shall be cumulative and shall be in addition to every other remedy given or now existing or hereafter to exist by law or by statute.

In the event that any representation or warranty to the Chargee by either the Chargor contained in the Commitment Letter or within this Charge, or any of the other Security Documents, or in any other certificate or writing whatsoever delivered to the Chargee pursuant to any of the above is found to be incorrect, which in the opinion of the Chargee would materially increase the risk of the Chargee or materially lower the value of the security of the herein Charge, then such shall, at the sole option of the

Chargee, constitute a default hereunder, and all monies secured herein shall, on demand, become immediately due and payable at the option of the Chargee.

18. SUBSEQUENT FINANCING

The Chargor expressly undertakes not to encumber the Property with any other mortgage or charge, other than a second mortgage on the Property, without having first obtained prior written authorization from the Chargee, failing which the Chargor shall be deemed to be in default under this Charge and the Principal Amount owing under this Charge together with any unpaid Interest and other monies owing including the Chargee's prepayment penalties and fees in effect at the time of default shall become due and payable at the Chargee's sole discretion.

The Chargor hereby covenants to keep the Property free and clear of all construction liens or other liens, rates, encumbrances or charges.

The Chargee may also pay the amount of any arrears on any subsequent encumbrance or the amount outstanding on any subsequent lien, rate or other charge against the Property and the Chargor will immediately after demand for same, forward the amount of any such payments to the Chargee provided that the Chargor's failure to do so shall be an event of default under this Charge and entitle the Chargee to all of its remedies herein including the right to accelerate, at its option, the Principal Amount and all other amounts secured hereby.

19. EVENTS OF DEFAULT

The Chargor at the sole option of the Chargee shall be in default under this Charge if any one or more of the following events of default (an "**Event of Default**") occurs at any time or times prior to registration of a complete discharge of this Charge:

- (a) the Chargor defaults under any one or more of the covenants, conditions, terms, agreements, provisions and obligations contained in this Charge to be kept, observed and performed by the Chargor;
- (b) If:
 - (i) the Chargor or any Covenantor makes any assignment for the benefit of creditors, or any bulk sale of goods on the Property, except in the ordinary course of its business, or in conjunction with a permitted transfer under the Charge;
 - (ii) becomes insolvent, bankrupt or a trustee in bankruptcy is appointed for the Chargor or goes into liquidation either voluntarily or under an order of the court of competent jurisdiction or otherwise acknowledges its insolvency;
 - (iii) a bankruptcy order is made against the Chargor or any Covenantor;
 - (iv) an order is made for the winding up of the Chargor or any Covenantor;
 - (v) the Chargor or any Covenantor voluntarily dissolves or winds-up its business; or
 - (vi) during the Term any of the goods and chattels of the Chargor or any Covenantor on the Property are seized or taken in execution or attachment by any creditor of

the Chargor or any Covenantor (including, without limitation, if a receiver or receiver and manager shall enter into possession of the Property);

- (c) there is shown to be any discrepancy or inaccuracy in any written information, statement, warranty or representations made or furnished to the Chargee by or on behalf of the Chargor or Covenantor with respect to the Property or the Chargor's or any Covenantor's financial condition and if such discrepancies or inaccuracies are material in the opinion of the Chargee, acting reasonably;
- (d) any charge or encumbrance affecting the Property is in default;
- (e) the Chargor obtains subsequent financing of the Property without the prior written consent of the Chargee;
- (f) the Chargor defaults under any one or more covenants, conditions, terms, agreements, provisions and obligations contained in any document submitted to the Chargee by or on behalf of the Chargor in connection with this Charge including, without limitation, the Security Documents and the Commitment Letter;
- (g) the Chargor or any Covenantor is in breach of any representation or warranty contained in the Commitment Letter;
- (h) the Chargor or any Covenantor, or any subsidiary, affiliate, shareholder, director or officer thereof, is in breach or in default under any loan, debt, mortgage, charge or security with any lender or debtholder;
- (i) the Chargor or any corporate Covenantor becomes the subject of an amalgamation, re-organization, liquidation, dissolution or winding-up;
- (j) the effective voting control of the Chargor, the shareholder(s) or beneficial owner(s) of the Chargor or any corporate Covenantor are, directly or indirectly, transferred, pledged, encumbered, hypothecated or dealt with in any manner whatsoever such that the Chargee determines, in its sole and unfettered discretion, that there is a change in control of the Chargor, the beneficial owner(s) of the Chargor or the corporate Covenantor;
- (k) there is litigation or any other proceeding, application, claim or action pending or threatened before any court, administrative board, or other tribunal which, if determined adversely to the Chargor or any Covenantor or, in the sole opinion of the Chargee, acting reasonably, would materially affect the Property, the financial condition of the Chargor, Covenantor or the value of the Property;
- (l) there is rendered against the Chargor a final judgment, order or decree for the payment of money which, in the sole opinion of the Chargee, will materially affect the Property, the financial condition of the Chargor or Covenantor or the value of the Property;
- (m) the Chargor is in contravention of the *Residential Tenancies Act* (Ontario) or any predecessor and/or successor legislation thereto which contravention materially affects the value of the Property;
- (n) an encumbrance or lien, including a governmental super priority lien, is registered against the Property, the Chargor or Covenantor;

- (o) the building plan or the building is physically altered or any changes, additions or alterations are made to the Property, including changes in usage, without the prior written consent of the Chargee;
- (p) if applicable, the Project Drawings and Specifications (as defined in the Commitment Letter), Construction Budget (as defined in the Commitment Letter), timetable for the Project (as defined in the Commitment Letter), operating budget, if applicable, and other materials relating to the Property and the proposed construction of the Project thereon, including, without limitation, any development agreements, site-plan agreements or approvals are altered or any changes, additions or alterations are made to the Property, including changes in usage, without the prior written consent of the Chargee; and
- (q) in the event that the Chargor defaults with respect to any of the terms of any undertakings delivered to the Chargee in consideration of the advance of funds under this Charge or with respect to any covenant contained in these additional provisions, such default will be an event of default under this Charge and entitle the Chargee to all of its remedies hereunder including the acceleration of the Principal Amount without further notice to the Chargor.

If any of the foregoing Events of Default shall occur then, notwithstanding the provisions of any other agreement between the Chargor and the Chargee and at the option of the Chargee, the whole of the Principal Amount, Interest to expiry of the Term and Costs shall immediately become due and payable and the Chargee shall be relieved of any further obligations to advance monies to the Chargor. If an Event of Default is waived by the Chargee, such waiver shall not operate as a waiver of any other, further or continuation of the same Event of Default.

20. COSTS

The Chargee reserves the right to charge reasonable fees for services. Costs shall be forthwith due and payable by the Chargor to the Chargee and shall bear Interest until fully paid.

21. RIGHT TO DISTRAIN

The Chargee may distrain for arrears of any portion of the Principal Amount, Interest or any other amounts due and unpaid hereunder. The Chargor waives all rights to claim exemption and confirms that there is no limit in the amount for which the Chargee may distrain.

22. CHARGE NOT A CHARGE IN POSSESSION

It is agreed that the Chargee, in exercising any of its rights under this Charge, shall be deemed not to be a Chargee in possession or a mortgagee in possession of the Property.

23. SPECIFIC ASSIGNMENT OF LEASES

As further security for this Charge, the Chargor covenants and agrees to grant to the Chargee upon thirty (30) days prior written notice from the Chargee to the Chargor, a specific assignment of any lease or leases of part or all of the Property.

24. FINANCIAL REPORTING

The Chargor and, if applicable, the Covenantor, shall provide to the Chargee the required financial statements rent rolls, budgets and such further information as the Chargee may reasonably require from time to time all as and within the time periods set out under the Commitment Letter.

The Chargor hereby authorizes the Chargee to obtain such other financial information from third parties respecting it as the Chargee may require and the Chargor covenants to deliver any further financial information requested by the Chargee as soon as reasonably possible.

25. EMPLOYEE PENSION PLANS AND BENEFITS

As long as there is any amount owing by the Chargor to the Chargee pursuant to this Charge, the Chargor shall deliver to the Chargee annually, or more frequently if required by the Chargee, confirmation satisfactory to the Chargee that the Chargor is not in arrears with respect to any employee pensions, other employee benefits including but not limited to Worker's Compensation Board premiums, Employer Health Tax premiums, Canada Pension Plan contributions, Employment Insurance Commission premiums and all statutory remittances including but not limited to income tax, provincial sales tax and harmonized sales tax. Any arrears shall constitute a default under the terms of this Charge at the sole option of the Chargee.

26. EMPLOYMENT LIABILITY

The Chargor agrees that no steps taken by the Chargee in any realization under this Charge shall result in the Chargee directly or in any manner being considered or exposed to consideration, as a successor employer, under any relevant employment legislation, including any legislation relating to pension benefits and the Chargor shall indemnify the Chargee in that event.

27. NO SALE OF INTEREST AND NO SALE, TRANSFER, CHANGE IN CONTROL OR BENEFICIAL INTEREST IF:

- (a) the Chargor directly or indirectly sells, conveys, transfers or otherwise disposes of its interest in the Property or any part thereof or agrees to do so;
- (b) there is a change in the direct or indirect effective voting control of the Chargor or more than 25% of the voting shares/units of the Chargor are transferred, unless the Chargor is a publicly traded entity (as hereinafter defined); or
- (c) the Chargor amalgamates or merges;

without the prior written consent of the Chargee being obtained, such consent not to be unreasonably withheld, then such action shall be considered an Event of Default hereunder and the Chargee may, at its option, declare forthwith due and payable the entire balance of the unpaid principal together with accrued and unpaid interest due thereon up to and including for the balance of the Term. The decision to accelerate the Loan shall be at the sole option of the Chargee. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions. A "publicly traded entity" means an entity whose shares/units are listed and traded on a recognized stock exchange in Canada or the United States.

The Chargor will provide reasonable notice to the Chargee of any anticipated or impending transaction which would require the consent of the Chargee under this Section together with such reasonable information as the Chargee may require to determine whether or not to grant its consent thereto.

28. PAYMENTS

Any payment made by the Chargor to the Chargee which is received by the Chargee on a non-Business Day of the Chargee or after 12:00 noon on any Business Day of the Chargee shall be deemed to have been received by the Chargee on the next Business Day of the Chargee.

29. PRE-AUTHORIZED PAYMENTS

The Chargor covenants and agrees that all payments for instalments of principal and interest and taxes and all other payments due hereunder shall be made by way of "direct debit" and to execute any authorization reasonably required by the Chargee to effect such means of payment.

30. COVENANT AND POSTPONEMENT OF CLAIM

In consideration of the Chargee advancing all or any part of the Principal Amount to the Chargor or as the Chargor directs, each of the Covenantors, jointly and severally, hereby covenants and agrees, as principal debtor and not merely as surety, to duly pay and discharge all present and future liabilities and obligations of the Chargor to the Chargee under this Charge or otherwise (the "Liabilities") including, without limiting the foregoing, to pay the Principal Amount, all Interest and Costs and to perform all of the Chargor's obligations under this Charge and agrees that:

- (a) regardless of whether or not any other person shall be or become in any way responsible to the Chargee for, or in respect of, the Liabilities or any part thereof, and regardless of whether or not any other person now or hereafter responsible to the Chargee for the Liabilities or any part thereof shall cease to be so liable, this Covenant shall be a continuing covenant and:
 - (i) shall not be determined or otherwise affected or the Chargee's rights hereunder prejudiced by the discontinuance of the obligations under this Charge against any other person who may be liable hereunder; and
 - (ii) shall not be determined or otherwise affected by any amendments, renewals, extensions or novations of the Charge regardless of whether the Covenantor was aware of, or consented to any such amendments, renewals, extensions or novations;
- (b) the Chargee may from time to time grant to the Chargor or to any other person liable to the Chargee for the Liabilities time for payment or any other indulgence without in any way prejudicing or affecting any of the Chargee's rights against the Covenantor;
- (c) the statement in writing from the Chargee as to the outstanding amount of the Liabilities shall be binding upon each of the Covenantors and conclusive against the Covenantor. All right to question in any way the Chargee's present or future method of dealing with the Chargor or with any other person now or hereafter liable to the Chargee for the Liabilities or any part thereof or with the Property is hereby waived. Each of the Covenantors hereby renounces all benefits of discussion and division, and the Chargee shall not be bound to exhaust its recourse against the Chargor or any other person or the

Property or any other security or collateral before requiring or being entitled to payment from such Covenantor;

- (d) all debts and liabilities, present and future, of the Chargor to each of the Covenantors are hereby assigned to the Chargee and postponed to the Liabilities and all monies received from the Chargor or for its account by any of the Covenantors shall be received in trust for the Chargee, and forthwith upon receipt paid over to the Chargee until the Liabilities are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the Covenantor to the Chargee hereunder;
- (e) each of Covenantors hereby expressly waives in favour of the Chargee notice of the existence or creation of all or any of the Liabilities, all diligence in collection or protection of or realization upon the Liabilities or any part thereof, any obligation hereunder, or any security for any of the foregoing, and presentment, demand, notice of dishonour, protest and all other notices whatsoever;
- (f) no delay on the Chargee's part in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Chargee of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy;
- (g) this Covenant shall be jointly and severally binding upon the Covenantors (if more than one), and upon the Covenantors' heirs, legal representatives, successors and assigns and shall enure to the benefit of the Chargee and its successors and assigns;
- (h) the Covenantors shall be held and bound to the Chargee directly as principal debtor in respect of the due payment and full discharge of the Liabilities;
- (i) any notice or demand which the Chargee may wish to give may be served on the Covenantors or the Covenantors' legal representatives either personally, by telecopy ("fax") to the last known fax number of the party being served or by ordinary mail to the address for service of the party being served as shown herein, and any notice served personally, by fax or mail shall be deemed to be served on the day it was delivered, faxed or mailed, respectively; and
- (j) no change or extension of time or other indulgence or release of the Chargor or anyone claiming through the Chargor, either before or after demand or claim against the Covenantors or any arrangement or other dealing by the Chargee with the Chargor or any other person, either before or after demand or claim against the Covenantors, or the bankruptcy or insolvency of the Chargor, or the release, exchange, acceptance or failure to perfect by the Chargee of any security, either before or after demand or claim against the Covenantors, shall in any way release, waive, vary, affect or prejudice the rights of the Chargor against the Covenantors, notwithstanding that the Chargee may not give notice thereof to the Covenantors, and the Covenantors hereby waive, to the maximum extent permitted by law, any requirement of notice, demand or prior action against the Chargor or any other security and hereby renounce all benefits of discussion and division;
- (k) all indebtedness and liability, present and future, of the Chargor to the Covenantors as well as any indebtedness or liability for amounts advanced by any Covenantors on behalf of any other Covenantors are hereby assigned to the Chargee and postponed to the obligations contained in this Charge, and all monies received by the Covenantors in

respect thereof shall be received in trust for the Chargee and shall be paid over to the Chargee upon demand without in any way limiting or lessening the obligations imposed on the Covenantors and this assignment and postponement shall remain in full effect until repayment in full to the Chargee of all amounts secured by this Charge. The Covenantors acknowledge that the assignment to the Chargee shall not impose upon the Chargee any obligation to do anything to realize on the assigned debts and claims or to ensure that those debts or claims do not become statute barred by the operation of law relating to limitation of actions or otherwise;

- (l) the Covenantors shall have no right to be subrogated to the rights of the Chargee until all liabilities and obligations of the Chargor and Covenantors to the Chargee have been satisfied in full;
- (m) to make payment to the Chargee forthwith after demand for payment is made in writing;
- (n) it is the intention of the parties that if for any reason the Chargor has no legal existence and is or becomes under no legal obligation to discharge the monies secured by this Charge or if any monies owing by the Chargor to the Chargee become irrecoverable from the Chargor by operation of law or for any reason whatsoever, this covenant and the covenants, agreements and obligations of the Covenantors contained herein shall nevertheless be binding upon the Covenantors as principal debtors until such time as all monies owing by the Chargor to the Chargee have been paid in full and the liabilities secured hereby have been discharged;
- (o) this covenant shall be in addition to and not in substitution for any other guarantees or other securities which the Chargee may now or hereafter hold in respect of the monies secured hereby and the Chargee shall be under no obligation to marshal in favour of the Covenantors any other covenants or other securities or any monies or other assets which the Chargee may be entitled to receive or may have a claim upon; and no loss of or in respect of or unenforceability of any other covenants or other securities which the Chargee may now or hereafter hold in respect of the monies secured hereby whether occasioned by the fault of the Chargee or otherwise shall in any way limit or lessen the Covenantors' liability;
- (p) the statement in writing of the Chargee of the monies owing by the Chargor to the Chargee or of any other default under this Charge shall be binding upon the Covenantors and conclusive against them and all right to question in any way the Chargee's present or future method of dealing with the Chargor or any dealing with any person or persons now or hereafter liable to the Chargee for the monies hereby secured or any part thereof or with any security now or hereafter held by the Chargee or with any goods or property covered by such security is hereby waived;
- (q) the Covenantors agree that the Chargee shall not be obliged to make any demand upon, or take any proceedings, or action against the Chargor or any other person before pursuing its rights against the Covenantors pursuant hereto. In the event the Chargee in its absolute discretion makes demand upon the Covenantors, the Covenantors shall be held and be bound to the Chargee directly as principal debtors in respect of the payment of the amounts hereby guaranteed. Demand for payment shall be deemed to have been effectively made upon any Covenantors if and when an envelope containing such demand addressed to such Covenantors at the address of such Covenantors last known to the Chargee is posted, postage prepaid, in the post office;

- (r) the Covenantors waive the benefit of any common law defenses with respect to any claim by the Chargee pursuant to this paragraph;
- (s) the covenants herein may be assigned by the Chargee and shall remain in full force and effect notwithstanding any change in the ownership of control of this Charge.

31. MAXIMUM RATE OF RETURN

Notwithstanding any provision of this Charge to the contrary, in no event will the aggregate "interest" (as defined in Section 347 of the Criminal Code (Canada)) payable under the Charge exceed the effective annual rate of interest lawfully permitted under that Section and, if any payment, collection or demand pursuant to the Charge in respect of "interest" (as defined in that Section) is determined to be contrary to the provisions of that Section, such payment, collection or demand will be deemed to have been made by mutual mistake of the Chargor and Chargee and the amount of such payment or collection shall either be applied to the Principal Amount (whether or not due and payable), and not to the payment of interest (as defined in Section 347 of the said Criminal Code), or be refunded to the Chargor at the option of the Chargee. For purposes of this Charge, the effective annual rate of interest will be determined in accordance with generally accepted actuarial practices and principles over the Term on the basis of annual compounding of the lawfully permitted rate of interest. In the event of dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Chargee will be conclusive for the purposes of such determination.

32. VALIDITY OF PROVISIONS

If any provision of this Charge is held to any extent invalid or unenforceable, the remainder of this Charge shall not be affected and shall remain valid and enforceable.

33. TIME OF THE ESSENCE

Time shall be of the essence in all matters relating to this Charge.

34. INTERPRETATION AND HEADINGS

Wherever in this Charge the singular or masculine is used, the same shall be construed as meaning the plural or the feminine or the neuter where the context or the parties hereto so require. The headings do not form part of this Charge and have been inserted for convenience of reference only.

35. NO CONVERSION TO CONDOMINIUM

The Chargor covenants and agrees that the building or buildings to be constructed or existing on the property will not be converted to a condominium corporation and no application for a draft plan approval or registration as a condominium corporation will be made.

36. NO ALTERATIONS OR ADDITIONS

The Chargor covenants and agrees that it will not cause or allow to be caused any addition, alteration or demolition to or of the building(s) situate on the Property or access thereto without the prior written consent of the Chargee, such consent not to be unreasonably withheld. In the event that the Chargor causes or allows to be caused any addition, alteration or demolition to or of the building(s) situate on the Property or access thereto without obtaining the aforementioned consent, the entire Principal Amount and any accrued interest then outstanding shall be due and payable immediately, at the Chargee's option.

37. COMPLIANCE

The Chargor covenants and agrees to promptly observe, perform, execute and comply with all legislation, laws, rules, requirements, orders, directions, ordinances and regulations of every governmental authority or agency concerning the Property and further agrees, at its sole cost and expense, to make any and all improvements thereon or alterations thereto, structural or otherwise, ordinary or extraordinary, and to take any and all steps which may be required at any time hereafter by any such present or future legislation, laws, rules, requirements, orders, directions, ordinances or regulations.

38. FURTHER ASSURANCES

The Chargor and each Covenantor, if any, shall, at the Chargee's request, execute or deliver such further documentation and enter into such other agreements as are necessary for the securing of the Principal Amount and the fulfilling of the terms contained herein, and deliver such financial information concerning the Chargor and each Covenantor, if any, as the Chargee may require, and satisfy the terms and conditions herein to permit the disbursement of the entire Principal Amount.

39. JOINT AND SEVERAL OBLIGATIONS

If there is more than one Chargor or if there is a Covenantor, or more than one Covenantor, each of the covenants, agreements and obligations herein shall, as between and among each Chargor and each Covenantor, be deemed to be joint and several, except as may otherwise herein specifically be provided, and the term "Chargor" shall be read as if each Chargor were specifically named and the term "Covenantor" shall be read as if each Covenantor were specifically named and any default by any one Chargor shall be deemed to be a default by each Chargor and any default by any one Covenantor shall be deemed to be a default by each Covenantor.

40. ALL AGREEMENTS AS COVENANTS

Each agreement and obligation of any of the parties hereto in this instrument, even if not expressed as a covenant, is considered for all purposes to be a covenant.

All payments by the Chargor hereunder are payable without set-off or counterclaim to the Chargee.

41. RECEIVERSHIP

Notwithstanding anything herein contained, it is hereby agreed and declared that at any time and from time to time when there shall be an Event of Default by the Chargor under the provisions of this Charge, the Chargee may, at such time and from time to time and with or without entry into possession of the said lands or any part thereof by writing under its hand appoint a receiver of the said lands or any part thereof and of the rents and profits thereof or only of the rents and profits thereof and with or without security and may from time to time by similar writing remove any receiver and appoint another in his stead and that, in making any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor. Upon the appointment of any such receiver or receivers from time to time, the following provisions shall apply:

- (a) the statutory declaration of an officer of the Chargee as to default by the Chargor under the provisions of this Charge shall be conclusive evidence thereof;

- (b) every such receiver shall be the irrevocable agent or attorney of the Chargor for the collection of all rents and other monies receivable in respect of the said lands or any part thereof;
- (c) every such receiver may, in the discretion of the Chargee and by writing under its hand, be vested with all or any of the powers and discretions of the Chargee;
- (d) the Chargee may from time to time by such writing fix the reasonable remuneration of every such receiver;
- (e) every such receiver shall, so far as concerns responsibility for his acts or omissions, be deemed the agent or attorney of the Chargor and in no event the agent or attorney of the Chargee;
- (f) the appointment of every such receiver by the Chargee shall not incur or create any liability on the part of the Chargee to the receiver in any respect and such appointment or anything which may be done by any such receiver or the removal of any such receiver or the termination of any such receivership shall not have the effect of constituting the Chargee a chargee in possession in respect of the said lands or any part thereof;
- (g) every such receiver shall from time to time have the power to rent any portion of the said lands which may become vacant for such term and subject to such provisions as he may deem advisable or expedient and in so doing every such receiver shall act as the attorney or agent of the Chargor and he shall have authority to execute under seal any lease of any portion of the said lands in the name of and on behalf of the Chargor and the Chargor undertakes to ratify and confirm whatever any such receiver may do in the premises;
- (h) every such receiver shall have full power to complete any unfinished building or buildings or other improvements upon the said lands or any part thereof with the intent that any building or improvement thereon when so completed shall be a complete structure;
- (i) every such receiver shall have full power to manage, operate, amend, repair, alter or extend the said lands or any part thereof in the name of the Chargor for the purpose of securing the payment of rental from the said lands or any part thereof;
- (j) no such receiver shall be liable to the Chargor to account for monies or damages other than cash received by him in respect of the said lands or any part thereof and out of such cash so received every such receiver shall, in the following order or in such other, order as the Chargee may from time to time direct, pay:
 - (i) his remuneration aforesaid;
 - (ii) all payments, Costs, charges and expenses including, without limitation, costs as between solicitor and client made or incurred by him in connection with the completion of any unfinished building or buildings or other improvements upon, or the management, operation, amendment, repair, alteration or extension of, the said lands or any part thereof;
 - (iii) all interest, principal and other money which may, from time to time, be or become charged upon the said lands in priority to this Charge, and 'all taxes,

insurance premiums and every other proper expenditure made or incurred by him in respect to the said lands or any part thereof;

- (iv) to the Chargee all monies due or falling due under this Charge and to the extent elected by the Chargee, all monies owing but not yet due under this Charge;
- (v) and thereafter every such receiver shall be accountable to the Chargor for any surplus remaining in the hands of such receiver.
- (k) the Chargee may at any time and from time to time terminate any such receivership by notice in writing under its hand to the Chargor and to any such receiver;
- (l) save as to claims for accounting under clause (j) of this paragraph, the Chargor hereby releases and discharges the Chargee and every such receiver from every claim of every nature, whether sounding in damages or not, which may arise or be caused to the Chargor or any person claiming through or under him by reason of anything done by the Chargee or any such receiver under the provisions of this paragraph unless such claim be the direct and proximate result of dishonesty or gross neglect.

42. SEVERABILITY

If any covenant or provision of this Instrument is illegal or unenforceable it shall be considered separate and severable from the remaining covenants and provisions hereof which shall remain in force and be binding as though such first-mentioned covenant or provision had never been included.

43. INTEREST RESERVE

The Chargee shall hold back an interest reserve in the amount of \$285,000, which will be applied by the Chargee equally as a supplement against the Monthly Payments over the course of the Term.

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

Filed by
 Dye & Durham Co. Inc.

Filing Date: November 3, 2000
 Filing Number: 200033

The following Set of Standard Charge Terms shall be applicable to documents registered in electronic format under Part III of the Land Registration Reform Act, R.S.O. 1990, c. L.44 as amended (the "Land Registration Reform Act") and shall be deemed to be included in every electronically registered charge in which this Set of standard Charge Terms is referred to by its filing number, as provided in section 9 of the Land Registration reform Act, except to the extent that the provisions of this Set of Standard Charge Terms are modified by additions, amendments or deletions in the schedule. Any charge in an electronic format of which this Set of Standard Charge Terms forms a part by reference to the above-noted filing number in such charge shall hereinafter be referred to as the "Charge".

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

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

Quiet Possession

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

Right to Distrain

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

Further Assurances

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

Acceleration of Principal and Interest

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

Unapproved Sale

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

Partial Releases

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

Obligation to Insure

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

Obligation to Repair

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

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

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

the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies, be subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by the Guarantor; provided nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the lands in competition with the Chargee and shall not, unless and until the whole of the principal, interest and other moneys owing on the security of the Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

- (d) All covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his successors. Where more than one party is named as Guarantor all such covenants, liabilities and obligations shall be joint and several.
- (e) The Chargee may vary any agreement or arrangement with or release the Guarantor, or any one or more of the Guarantors if more than one party is named as Guarantor, and grant extensions of time or otherwise deal with the Guarantor and his successors without any consent on the part of the Chargor or any other Guarantor or any successor thereof.

Severability

25. It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with provisions of any applicable statute, regulation thereunder or other applicable law or would by reason of the provisions of any such statute, regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the loan secured by the Charge which it would otherwise be able to collect under such statute, regulation or other applicable law then, such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.

Interpretation

26. In construing these covenants the words "Charge", "Chargee", "Chargor", "land" and "successor" shall have the meanings assigned to them in Section 1 of the *Land Registration Reform Act* and the words "Chargor" and "Chargee" and the personal pronouns "he" and "his" relating thereto and used therewith, shall be read and construed as "Chargor" or "Chargors", "Chargee" or "Chargees", and "he", "she", "they" or "it", "his", "her", "their" or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargor or Chargors, Chargee or Chargees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns or successors and assigns as the case may be. The word "successor" shall also include successors and assigns of corporations including amalgamated and continuing corporations. And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor or Chargors, Chargee or Chargees, shall be equally binding upon his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

Paragraph headings

27. The paragraph headings in these standard charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.

Date of Charge

28. The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.

Effect of Delivery of Charge

29. The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor and other party to the Charge agrees not to raise in any proceeding by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

THIS IS **EXHIBIT "6"** REFERRED TO IN
THE AFFIDAVIT OF REMY CARUSO
SWORN BEFORE ME THIS 29TH
DAY OF AUGUST, 2023



Commissioner for Taking Affidavits etc./Notary Public

JOEY JAMIL

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 9

Properties

PIN 03221 - 0039 LT
Description PCL 3-1 SEC 65M2720; BLK 3 PL 65M2720 ; S/T LT576260,LT576262 VAUGHAN
Address 20 REGINA ROAD
 VAUGHAN

Applicant(s)

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

Name 1000093910 ONTARIO INC.
Address for Service 20 Caldari Road
 Concord, Ontario, L4K 4N8

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.

Party To(s)*Capacity**Share*

Name PEAKHILL CAPITAL INC.
Address for Service 10 King Street East, Suite 401
 Toronto, Ontario, M5C 1C3

Statements

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

This notice may be deleted by the Land Registrar when the registered instrument, YR3416767 registered on 2022/04/29 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Thi Jamie Ng 3600-22 Adelaide Street West acting for Signed 2022 04 28
 Toronto Applicant(s)
 M5H 4E3

Tel 416-865-6600

Fax 416-865-6636

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

Thi Jamie Ng 3600-22 Adelaide Street West acting for Signed 2022 04 28
 Toronto Party To(s)
 M5H 4E3

Tel 416-865-6600

Fax 416-865-6636

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

Submitted By

GARDINER ROBERTS LLP 3600-22 Adelaide Street West 2022 04 29
 Toronto
 M5H 4E3

Tel 416-865-6600

Fax 416-865-6636

Fees/Taxes/Payment

Statutory Registration Fee \$66.30

Total Paid \$66.30

File Number

Party To Client File Number :

PH 70094 / GR 120569

GENERAL ASSIGNMENT OF RENTS AND LEASES

THIS AGREEMENT is made as of the 14th day of April, 2022

B E T W E E N:

1000093910 ONTARIO INC.

(hereinafter called the “**Assignor**”)

OF THE FIRST PART

and

PEAKHILL CAPITAL INC.

(hereinafter called the “**Assignee**”)

OF THE SECOND PART

WHEREAS the Assignee is advancing and/or may in the future advance funds (the “**Advance**” or, collectively, the “**Advances**”) to the Assignor upon the security of a charge to be registered (the “**Charge**”) by the Assignor in favour of the Assignee and securing the lands and premises legally described in Schedule “A” hereto and municipally known as 20 Regina Road, Vaughan, Ontario (which lands and all buildings, improvements and fixtures at any time situate thereon during the existence of the Charge are hereinafter referred to as the “**Property**”);

AND WHEREAS as a condition precedent to the making of the Advance, the Assignor agreed to assign to the Assignee by way of additional security to the Charge the benefit of all rents, revenues and leases, both present and future, for space in the Property.

NOW THEREFORE, in consideration of the Advance, the Assignor agrees as follows:

1. In this Assignment, unless there is something in the subject matter or context inconsistent therewith,
 - (a) “**Leases**” means:
 - (i) every existing and future lease of and agreement to lease of the whole or any portion of the Property;
 - (ii) every existing and future tenancy or sub-tenancy agreement as to use or occupation and license in respect of the whole or any portion of the Property, whether or not pursuant to any written lease, agreement or license, and including any such lease, agreement or license granting or permitting occupancy to any of the members of the Assignor;
 - (iii) every existing and future guarantee of all or any of the obligations of any existing or future tenant, user, occupier or licensee of the whole or any portion of the Property; and

- (iv) every existing and future assignment and agreement to assume the obligations of tenants of the whole or any portion of the Property;
 - (b) “**Rents**” means all rents and other monies now due and payable or hereafter to become due and payable and the benefit of all covenants of tenants, users, occupiers, licensees and guarantors, under or in respect of the Leases;
 - (c) “**Revenues**” means:
 - (i) all accounts, debts, dues, demands and choses in action relating or pertaining to the Property and/or the operation of the Assignor’s business thereon, howsoever arising, which are now due, owed, owing, or accruing due, or which may hereafter become due, owed, owing, or accruing due to the Assignor, and any claims under any and all insurance policies of the Assignor with respect to insurance coverage relative to the Property and all chattels, fixtures, equipment, property and assets of the Assignor situate thereon;
 - (ii) all securities, bills, notes, judgments, chattel mortgages, mortgages and all other rights and benefits which now or may hereafter be held, owned or invested in the Assignor in respect of or as security for any of the said accounts, debts, dues, demands, choses in action and claims relating or pertaining to the Property and/or the operation of the Assignor’s business thereon; and
 - (iii) all books, accounts, invoices, letters, papers and documents in any way evidencing or relating to any of the said accounts, debts, dues, demands, choses in action and claims relating or pertaining to the Property and/or the operation of the Assignor’s business thereon.
2. The Assignor hereby assigns to the Assignee absolutely (as security for the principal, interest and other amounts secured by the Charge and until the monies due under and by virtue of the Charge have been fully paid and satisfied), the Leases, the Rents and Revenues, with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents and Revenues, and to enforce payment thereof in the name of the Assignor or the owner from time to time of the Property.
3. The Assignor hereby covenants and agrees that:
- (a) except in accordance with good management practice, as determined by the Assignee acting reasonably, the Assignor will not without prior written consent of the Assignee do or omit to do any act having the effect of terminating, cancelling or accepting surrender of any of the Leases or of waiving, releasing, reducing or abating any rights or remedies of the Assignor or obligations of any other party thereunder or in connection therewith or under or in connection with the Revenues;
 - (b) except in accordance with good management practice, none of the Leases or the Assignor’s rights thereunder, including the right to receive the Rents, without the prior written consent of the Assignee, will be altered, varied or amended;
 - (c) the Assignor will observe and perform all of the Assignor’s obligations under each of the Leases and with respect to the Revenues; and

- (d) from and after default under the Charge, all Rents and Revenues deposited, received or held by the Assignor shall be trust monies on behalf of the Assignee.
4. The Assignor shall be permitted to collect and receive the Rents and Revenues as and when they shall become due and payable according to the terms of each of the Leases, unless and until there shall be default made in any payment provided for in the Charge or until the breach of any covenant on the part of the Assignor contained in the Charge or any other undertaking or security document delivered in connection therewith, in which case the Assignee may give notice in writing to the tenant, subtenant, occupier, licensee or guarantor, advising of such default. In such event, the Assignor hereby irrevocably directs each such tenant, subtenant, occupier, licensee or guarantor to make payments of all Rents and Revenues due after receipt of such notice to the Assignee or as the Assignee may direct, upon being furnished with a true copy of this Agreement and the aforesaid notice in writing, without any further direction or authority being required by such tenant, subtenant, occupier, licensee or guarantor.
 5. Nothing herein contained shall have the effect of making the Assignee responsible for the collection of Rents, Revenues or any of them or for the performance of the covenants, obligations or conditions under or in respect of the Leases or Revenues or any of them to be observed or performed by the Assignor, and the Assignee shall not by virtue of this agreement or its receipt of the Rents, Revenues or any of them, or its exercise of any other rights than it may have hereunder, become or be deemed a mortgagee in possession of the Property or the mortgaged premises and the Assignee shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents, Revenues or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them; and the Assignee shall be liable to account only for such monies as shall actually come into its hands less all costs and expenses and other proper deductions.
 6. The Assignee shall not be responsible or accountable for any failure to collect, realize, sell or obtain payment of the Rents, Revenues or any part thereof and shall not be bound to institute proceedings for the purpose of collecting, realizing or obtaining payment of same or for the purpose of preserving any rights of the Assignee, the Assignor or any other person, firm or corporation in respect of the Rents, Revenues or any part thereof.
 7. The Assignee may grant extensions, take and give up securities, accept compositions, grant releases and discharges and generally deal with the Leases, Rents and Revenues in its absolute discretion without the consent of or notice to the Assignor, but otherwise in accordance with the provisions hereof.
 8. In furtherance of the foregoing Assignment, the Assignor hereby authorizes the Assignee, after a default under the Charge that is continuing, by its employees or agents, at its option to enter upon the Property and to collect in the name of the Assignor or in its own name as assignee, the Rents and Revenues accrued but unpaid and in arrears at the date of such default, as well as the Rents and Revenues thereafter accruing and becoming payable during the period of the continuance of the said or any other default; and to this end, the Assignor further agrees that it will facilitate in all reasonable ways the Assignee's collection of said rents, and will, upon request by the Assignee, execute a written notice to each tenant under any of the Leases, directing the tenant to pay rent to the said Assignee.
 9. The Assignor also hereby authorizes the Assignee upon such entry, at its option, to take over and assume the management, operation and maintenance of the said Property and for such purpose to retain such agents or employees as it may deem advisable and to perform all acts necessary and

proper and to expend such sums out of the income of the Property, Leases, Rents and Revenues as may be needful in connection therewith, in the same manner and to the same extent as the Assignor theretofore might do, including the right to effect new Leases, to cancel or surrender existing Leases, to alter or amend the terms of existing Leases, to renew existing Leases, or to make concessions to tenants. Upon default under the Charge, the Assignor hereby nominates, constitutes and appoints the Assignee to be the true and lawful attorney of the Assignor for and in the name of the Assignor, but for the use and benefit of the Assignee, to demand, collect, sue for and enforce payment of all Rents, Revenues and to enforce observance by the tenants of their covenants, conditions, provisos, stipulations and agreements contained in the Leases, and for the purposes aforesaid, or any of them, the Assignor hereby authorizes the Assignee, its employees and agents, at the Assignee's sole option, upon default as described in the Charge and while same is continuing:

- (a) to enter upon the Property (either personally or by its receiver or receiver-manager) and to collect, in the name of the Assignor, or in the name of the Assignee, the Rents and/or Revenues accrued but unpaid and in arrears at the date of such default as well as the Rents and/or Revenues thereafter accruing and becoming payable during the period of the continuance of the said or any other default; and to this end, the Assignor further agrees that the Assignor will facilitate in all reasonable ways the Assignee's collection of the rents and will, upon request by the Assignee, execute a written notice to each tenant directing the tenant to pay rent to the Assignee; and,
- (b) to institute such actions at law or in equity or take such proceedings by distress or otherwise as the Assignee shall from time to time deem fit or proper, and for the purposes aforesaid, or any of them, to make, sign and execute any and all warrants of distress and other documents or instruments in the name of the Assignor as the Assignee shall deem fit or proper, the cost of all distraints and other expenses to be paid in cash by the Assignor or, at the discretion of the Assignee, to be added to and form part of the monies secured by the Charge and to bear interest at the rate therein set forth;

and the Assignor agrees with the Assignee that this power of attorney shall be irrevocable so long as any monies remain owing to the Assignee and secured by the Charge. The Assignor hereby releases all claims against the Assignee arising out of such management, operation, actions, entry and maintenance.

10. The Assignee shall, after payment of all proper charges and expenses, including reasonable compensation to any agent or employee as it shall select and employ, and after the accumulation of a reserve to meet taxes, assessments, water rates and other public utility charges, and fire and liability insurance in the requisite amounts, credit the net amount of income received by it from the Property by virtue of this Assignment, to any amounts due and owing to it by the Assignor under the terms of the Charge, but the manner of the application of such net income and what items shall be credited, shall be determined in the sole discretion of the Assignee.
11. The Assignor shall from time to time forthwith upon request furnish to the Assignee in writing all information requested relating to the Rents, Revenues and Leases and the Assignee shall be entitled from time to time to inspect such documentation and records including all securities, bills, notes, books, papers, files, correspondence and other documents constituting or connected with the Rents, Revenues and Leases or take temporary custody thereof and for such purposes the Assignee shall have access to all premises occupied by the Assignor.

12. The Assignor shall from time to time forthwith upon the request of the Assignee, do, make and execute all such financing statements, further assignments, documents, acts, matters and things as may be required by the Assignee of or with respect to the Rents, Revenues, Leases or any part thereof or as may be required to give effect or further effect hereto and after an event of default under the Charge that is continuing the Assignor hereby constitutes and appoints the Assignee the true and lawful attorney of the Assignor irrevocably with full power of substitution to do, make and execute all such assignments, documents, acts, matters or things with the right to use the name of the Assignor and, without limitation for the purpose of demanding, suing for, collecting, comprising, compounding and giving releases for any and all sums owing or which now or hereinafter may become due upon the Rents, Revenues and Leases provided that the Assignee shall be under no obligation or duty to exercise such powers or authority or to collect or realize upon the Rents or Revenues.
13. The Assignor further agrees that the Assignor will not lease or agree to lease any part of the Property except at a rent, on terms and conditions and to tenants which are not less favourable or desirable to the Assignor than those which a prudent landlord would expect to receive from the premises to be leased.
14. Whenever any and all default under the Charge has been cured, and all taxes and insurance on the Property have been paid to date, and all moneys which the Assignee or its agents may have expended or become liable for in connection with the Property have been fully repaid, the Assignor shall resume collection of the Rents and Revenues on the Property until further default has occurred and shall also be entitled to receive any remaining balance of the Rents and Revenues realized from the Property.
15. The Assignor shall not at any time during the existence of the Charge assign, pledge or hypothecate any lease now or hereafter existing in respect of the Property or the Rents and Revenues due or to become due thereunder, or any part thereof, other than to the Assignee.
16. The rights or remedies given to the Assignee hereunder shall be cumulative of and not substituted for any rights or remedies to which the Assignee may be entitled under the Charge or at law, and the taking of this additional security shall in no way lessen, hinder or prejudice such rights or remedies.
17. It is understood and agreed that this Agreement and assignment contained herein is being taken as collateral security for the due payment of any sum due under the Charge; and that none of the rights or remedies of the Assignee under the Charge shall be delayed or in any way prejudiced by these presents; and that following registration of a discharge or cessation of the whole of the Charge, this agreement and assignment shall be of no further force or effect. Following registration of a partial discharge or cessation of the Charge, this agreement and assignment shall be of no further force or effect only in respect of that part or parts of the Property in respect of which the Charge has been discharged.
18. Any notice or communication to be given hereunder shall be validly given if delivered by hand or, if sent by registered mail, to the addresses of the Assignor or the Assignee set out on Page 1 of the Notice of Assignment of Rents General to which this Agreement is attached. All such notices and communications sent by registered mail as aforesaid shall be deemed (in the absence of an interruption in postal service affecting the handling or delivery thereof) to have been given and received on the third day (excluding Saturdays, Sundays and statutory holidays) following the date of mailing, and all such notices delivered by hand shall be deemed to have been given and received on the date of delivery. Either party may, by notice given as aforesaid to the other party,

change the address to which, or the party to whom, future notices are to be sent to the party giving such notice.

19. Whenever the singular or neuter gender are used in this Assignment, the same shall be construed as meaning the plural, masculine or feminine gender when the context so requires. If there are two or more Assignors, all covenants contained herein shall be joint and several. Time shall be of the essence of this Assignment.
20. In this Agreement, the word “includes” or “including” shall mean “includes without limitation” or “including without limitation”, respectively.
21. Each agreement and obligation of any of the parties hereto in this Agreement, even if not expressed as a covenant, is considered for all purposes to be a covenant.
22. The headings preceding the text of the sections and subsections hereof as well as the section numbers and references themselves are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect. Unless something in the subject matter is inconsistent therewith, the references herein to articles and sections are to articles and sections of this Agreement.
23. This Agreement and everything herein contained shall extend to and bind the heirs, executors, administrators, successors and assigns of the Assignor and shall enure to the benefit of the successors and assigns of the Assignee.

[Signatures to Follow on Next Page]

IN WITNESS WHEREOF the Assignor has duly executed this Agreement on the day and year first above written.

100093910 ONTARIO INC.

Per: 

Name: Ravi Aurora

Title: President

I have authority to bind the Corporation

SCHEDULE "A"

LEGAL DESCRIPTION

PIN 03221-0039 PCL 3-1 SEC 65M2720; BLK 3 PL 65M2720 ; S/T LT576260,LT576262 VAUGHAN

THIS IS **EXHIBIT "7"** REFERRED TO IN
THE AFFIDAVIT OF REMY CARUSO
SWORN BEFORE ME THIS 29TH
DAY OF AUGUST, 2023



Commissioner for Taking Affidavits etc./Notary Public

JOEY JAMIL

SECURITY AGREEMENT

THIS AGREEMENT is made this 14th day of April, 2022.

BETWEEN:

Peakhill Capital Inc.

(hereinafter called the “**Secured Party**”)

OF THE FIRST PART,

- and -

1000093910 Ontario Inc.

(hereinafter called the “**Debtor**”)

OF THE SECOND PART.

WHEREAS the Secured Party is advancing and/or may in the future advance funds to the Debtor (the “**Advance**” and collectively, the “**Advances**”) upon the security of, inter alia, a charge made by the Debtor in favour of the Secured Party (the “**Charge**”) and covering the lands legally described in Schedule A and municipally known as 20 Regina Road, Vaughan, Ontario (the “**Property**”);

AND WHEREAS as a condition precedent to the making of such Advances, the Debtor agreed to execute this security agreement in favour of the Secured Party to further secure the liabilities and obligations of the Debtor to the Secured Party pursuant to the Charge.

1. CONSIDERATION

(1) In consideration of said Advances and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the Debtor enters into this security agreement (the “**Agreement**”) with the Secured Party.

(2) Obligations Secured

The Security Interest (as hereinafter defined) is granted to the Secured Party by the Debtor as continuing security for the payment of all past, present and future indebtedness and for the payment and performance of all other present and future obligations of the Debtor to the Secured Party, whether direct or indirect, contingent or absolute (including obligations under this Agreement); and without limiting the generality of the foregoing, specifically including the obligations of the Debtor under the Charge (collectively the “**Obligations**”).

2. CREATION OF SECURITY INTEREST

(1) The Debtor grants, mortgages, charges, transfers, assigns, creates to and in favour of the Secured Party as and by way of a fixed and specific charge and as and by way of a floating charge, a security interest (the “**Security Interest**”) in the present and future undertaking, property and assets of the Debtor and in all goods (including all parts, accessories, attachments, 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 in each case relating to the Property or specifically located on or about or in transit to or from the Property (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) Inventory - all goods now or hereafter comprising part of the inventory of the Debtor including but not limited to goods now or hereafter held for sale or lease or furnished or to be furnished under a contract of service or that are raw materials, work in process or materials used or consumed in a business or profession or finished goods, goods used for packing, materials used in the business of the Debtor not intended for sale and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service;
- (ii) Equipment - all goods now or hereafter used or intended to be used in any business of the Debtor (and which are not inventory) including but not limited to fixtures, plant, tools, furniture, equipment, machinery, all spare parts, accessories installed in or affixed or attached to any of the foregoing, and all drawings, specifications, plans and manuals relating thereto, vehicles and other tangible personal property;
- (iii) Accounts - all accounts, debts, receivables, demands and choses in action which are now due, owing or accruing due or which may hereafter become due, owing or accruing due to the Debtor, and all claims of any kind which the Debtor now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies and accounts receivable, and all contracts, security interests and other rights and benefits in respect thereof;
- (iv) Chattel Paper - all chattel paper now or hereafter owned by the Debtor, all present and future agreements made between the Debtor as secured party and others which evidence back a monetary obligation and a security interest in or lease of specific goods;
- (v) Documents of Title - all warehouse receipts, bills of lading and other documents of title, whether negotiable or non-negotiable, now or hereafter owned by the Debtor;
- (vi) Documents - with respect to the personal property described in subparagraphs (iii), (iv) and (v), all books, accounts, invoices, letters, papers, documents and other records in any form evidencing or relating thereto and all contracts, securities, instruments and other rights and benefits in respect thereof;
- (vii) Securities - all present and future securities held by the Debtor, including shares, options, rights, warrants, joint venture interests, interests in limited partnerships, bonds, debentures and all other documents which constitute evidence of a share, participation or other interest of the Debtor in property or in an enterprise or which constitutes evidence of an obligation of the issuer; and including an uncertified security within the meaning of Part VI (investment securities) of the *Business Corporations Act* (Ontario) and all substitutions therefor, and dividends and income derived therefrom;
- (viii) Proceeds - all personal property in any form derived directly or indirectly, from any dealers with collateral or subject to the Security Interest or the proceeds therefrom, and including any payment representing indemnity or compensation for loss or damage thereto or the proceeds therefrom;

- (ix) Intangibles - all goodwill, contract rights, patents, trade marks, copyrights and other industrial property and all other intangibles and other choses in action of the Debtor of every kind, whether due at the present time or hereafter to become due or owing and now or hereafter owned by the Debtor;
 - (x) Contracts – all of the Debtors’ right, title and interest under all present and future contracts, agreements and other arrangements with their parties including, in the case of a nursing home and/or retirement home, without limitation, any and all licenses, contracts, operating services agreements and other agreements with the Ministry of Health and Long Term Care (Ontario) or Retirement Homes Regulatory Authority, as applicable, and in the case of a retirement home, without limitation, any and all licenses, contracts and agreements with applicable governmental authorities in connection with the Property;
 - (xi) with respect to the personal property described in subparagraphs (i) to (x) inclusive, all substitutions and replacements thereof, increases, additions and accessions thereto and any interest of the Debtor therein;
 - (xii) with respect to the personal property described in subparagraphs (i) to (xi) inclusive, personal property in any form or fixtures derived directly or indirectly from any dealing with such property or that indemnifies or compensates for such property destroyed or damaged;
 - (xiii) Money - all present and future monies of the Debtor (other than trust monies lawfully belonging to others) whether authorized or adopted by the Bank of Canada or as part of its currency or any foreign government as part of its currency; and
 - (xiv) Licenses - any license issued to the Debtor in connection with the operation and maintenance of the Property, subject to any laws restricting the rights of the Debtor to grant a security interest in same in accordance with this Security Agreement.
- (2) To the extent that the creation of the Security Interest would constitute a breach or cause the acceleration of any agreement, right, license or permit to which the Debtor is a party, the Security Interest shall not attach thereto but the Debtor shall hold its interest therein in trust for the Secured Party and shall assign such agreement, right, license or permit to the Secured Party forthwith upon obtaining the consent of the other party thereto.
- (3) The terms “goods”, “chattel paper”, “documents of title”, “instruments”, “intangibles”, “securities”, “proceeds”, “inventory”, “monies” and “accessions” whenever used herein shall be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* (Ontario), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the “P.P.S.A.”. Provided always that the term “goods” when used herein shall not include “consumer goods” of 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”. In this Agreement “Collateral” shall include the proceeds thereof.

The Debtor agrees to promptly inform the Secured Party in writing herein and the Debtor agrees to forthwith execute and deliver at its own expense from time to time, amendments to this Agreement or additional security agreements as may be required by the Secured Party in order that the Security Interest shall attach to such personal property.

3. DEALINGS WITH COLLATERAL

Until the occurrence of an Event of Default (as hereinafter defined) the Debtor may sell its inventory and collect its accounts in the ordinary course of business; provided that all accounts so collected shall be held by the Debtor as agent and in trust for the Secured Party and paid to the Secured Party immediately upon its request. The Debtor agrees to deposit all proceeds from the disposition of inventory into its ordinary operating general business bank account and to inform such bank of the Security Interest and the trust established herein attaching to the funds on such account in favour of the Secured Party; provided always that Secured Party shall have the right at any time and from time to time to confirm the existence and state of Collateral in any manner Secured Party may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as Secured Party may reasonably request in connection therewith and for such purpose to grant to Secured Party or its agents access during normal business hours to all places where Collateral may be located and to all premises occupied by Debtor.

4. RECEIPT OF INCOME FROM AND INTEREST ON COLLATERAL

- (1) Until default, Debtor shall have the right to receive any monies constituting income from or interest on Collateral and if Secured Party receives any such monies prior to default, Secured Party shall either credit the same to the account of Debtor or pay the same promptly to Debtor.
- (2) After default Debtor will not request or receive any monies constituting income from, or interest on, Collateral and if Debtor receives any such monies without any request by it, Debtor will receive the same in trust for, and promptly pay the same to, Secured Party.

5. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS REGARDING COLLATERAL

- (1) Whether or not default has occurred, Debtor authorizes Secured Party:
 - (i) to receive any increase in or profits on Collateral (other than money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of paragraph 4 hereof and dealt with accordingly; and
 - (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor; and to hold any such payment or distribution as part of Collateral.
- (2) If Debtor receives any such increases or profits (other than money) or payments or distributions, Debtor will receive the same in trust for and deliver the same promptly to Secured Party to be held by Secured Party as herein provided.

6. SECURITIES FORMING PART OF COLLATERAL

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

7. COLLECTION OF DEBTS FORMING PART OF COLLATERAL

After default under this Agreement, Secured Party may notify all or any account debtors (as hereinafter defined) of the Security Interest and may also direct such account debtors to make all payments on Collateral to Secured Party. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from account debtors after default under this Agreement, whether before or after notification of the Security Interest to account debtors, shall be received and held by Debtor in trust for Secured Party and shall be turned over to Secured Party upon request.

8. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents, warrants and acknowledges that Secured Party is relying thereupon and so long as this Agreement remains in effect shall be deemed to continuously represent and warrant that:

- (1) The Collateral is genuine and is beneficially owned by Debtor free of all security interests, mortgages, liens, claims, charges, taxes, assessments or other encumbrances, pledges (hereinafter collectively called “**encumbrances**”), except for the Security Interest;
- (2) Each account, 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 Debtor to Secured Party from time to time as owing by each account debtor or by all account debtors will be the correct amount actually and unconditionally owing by such debtor or account debtors, except for normal cash discounts where applicable;
- (3) The Debtor is in full compliance with all laws relating to the operation of the Property and has not received any notice from the applicable authorities advising of any outstanding deficiencies with respect to the Property;
- (4) The Debtor has, or will have when Collateral is acquired, the capacity, authority and the right to create mortgages and charges of, and grant a security interest in the Collateral in favour of the Secured Party and generally perform its obligations under this Agreement;
- (5) This Agreement has been duly and properly authorized by all necessary action and constitutes a legal, valid and binding obligation of the Debtor; and
- (6) The Collateral does not include any goods which are used or acquired by the Debtor for use primarily for personal, family or household purposes.

9. COVENANTS OF DEBTOR

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

- (1) Payment - To pay or satisfy all Obligations when due;
- (2) Encumbrances - To defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to keep the Collateral or any part thereof free from all encumbrances, except for the Security Interest; and except as otherwise provided herein, not to sell, exchange, transfer, assign, lease, or otherwise dispose of Collateral or any interest therein without the prior written consent of Secured Party;

- (3) Notice to Secured Party - To notify Secured Party promptly of:
- (i) any significant change in the information contained herein or in the schedules hereto relating to Debtor, Debtor's business or Collateral;
 - (ii) the details of any significant acquisition of Collateral;
 - (iii) the details of any claims or litigation of a material nature affecting Debtor or Collateral;
 - (iv) any material loss of or damage to Collateral;
 - (v) any default by any account debtor in payment or other performance of his obligations; and
 - (vi) the return to or repossession by Debtor of Collateral;
- (4) Care of Collateral - To keep the Collateral in good order, condition and repair (reasonable wear and tear excepted) and not to use Collateral in violation of the provisions of this Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance;
- (5) Further Assurances - 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 Secured Party 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;
- (6) Taxes - 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 Debtor or Collateral as and when the same become due and payable, except for such taxes, rates, levies, assessments and other charges which are being contested in good faith by proper legal proceedings and with respect to which adequate reserves have been established and are being maintained;
- (7) Insurance - To carry insurance from financially responsible insurance companies and to maintain such insurance against fire, theft, water damage, public liability, property damage, business interruption losses and all other related risks, with loss payable to Secured Party, to cover the full insurable value of the Collateral as Secured Party may reasonably require or, in the absence of such requirement, to the extent insured against by comparable corporations engaged in comparable businesses and owning or operating similar properties, and to deliver to Secured Party copies of all policies, renewals and replacements within fifteen (15) days of their issue and delivery to Debtor, and to cause Secured Party to be named as loss payee on such policies;
- (8) Business Activities - To carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve the Collateral and the earnings, incomes, rents, issues and profits thereof and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral, at Secured Party's request, so as to indicate the Security Interest;

- (9) Deliveries - To deliver to Secured Party 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 Debtor regarding Debtor's business, including aged lists of inventory and accounts;
 - (iv) all policies and certificates of insurance relating to Collateral; and
 - (v) such information concerning Collateral, the Debtor and Debtor's business and affairs as Secured Party may reasonably request;
- (10) Conformity - To duly observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held; and
- (11) Maintain Existence - The Debtor shall maintain its existence and shall not change its name or amalgamate or sell, exchange, assign or lease or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Secured Party except that until an event of default as described in paragraph 10.0 occurs, the Debtor may sell or lease inventory in the ordinary course of its business.

10. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as “**default**” or an “**Event of Default**”:

- (1) The Debtor fails to satisfy or perform any of the Obligations when due;
- (2) The nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of the Obligations or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Agreement or any other agreement between Debtor and Secured Party and such failure has not been waived or cured within any applicable period of grace;
- (3) The bankruptcy or insolvency of Debtor or any guarantor of the Obligations; the filing against Debtor or any guarantor of the Obligations of a petition in bankruptcy; the making of an authorized assignment for the benefit of creditors by Debtor or any guarantor of the Obligations; the appointment of a receiver or trustee for Debtor or any guarantor of the Obligations or for any assets of Debtor or any guarantor of the Obligations; or the institution by or against Debtor or any guarantor of the Obligations of any other type of insolvency proceeding under the *Bankruptcy and Insolvency Act* or otherwise;
- (4) The institution by or against the Debtor or any guarantor of the Obligations of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor or any guarantor of the Obligations;

- (5) If any encumbrance affecting Collateral becomes enforceable against Collateral;
- (6) If Debtor or any guarantor of the Obligations ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;
- (7) If any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or any guarantor of the Obligations or if a distress or analogous process is levied upon the assets of Debtor or any guarantor of the Obligations or any part thereof;
- (8) If any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to Secured Party to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified or becomes incorrect in any respect at any time or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to Secured Party at or prior to the time of such execution;
- (9) If Secured Party, in good faith, believes and has commercially reasonable grounds to believe that the prospect of payment of any Obligations or performance of the Obligations is or is about to be placed in jeopardy; and
- (10) Any breach of any covenant, representation or warranty contained in the commitment letter between the Secured Party and the Debtor dated April 1, 2022.

11. ACCELERATION

Secured Party, in its sole discretion, may declare all or any part of the Obligations which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default.

12. REMEDIES

- (1) Upon default, if the Secured Party declares that the Obligations shall become due and payable in full, the Debtor and the Secured Party shall have, in addition to any other rights and remedies provided by law, the rights and remedies of a debtor and a secured party respectively under the P.P.S.A. and this Agreement. Secured Party may appoint or re-appoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of Secured Party 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 Debtor and not Secured Party, and Secured Party shall not in any way be responsible for any misconduct, negligence, or nonfeasance on the part of any such receiver, his servants, agents or employees. Subject to the provisions of the instrument appointing him, any such receiver shall have 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 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 Debtor, enter upon, use and occupy all premises owned or occupied by 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 Debtor's business or as security for loans or advances to enable him to carry on Debtor's business or otherwise as such receiver shall in his discretion determine. Except as may be otherwise directed by Secured Party, 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 Secured Party. Every such receiver may, in the discretion of Secured Party, be vested with all or any of the rights and powers of Secured Party.

- (2) Upon the occurrence of an Event of Default, Secured Party may, either directly or through its agents or nominees, exercise all the powers and rights given to a receiver by virtue of the foregoing subparagraph (1).
- (3) Upon the occurrence of an Event of Default, the Secured Party 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, Secured Party may sell, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, at public auction, by public tender or by private sale, for such consideration and upon such terms and conditions as to Secured Party may seem reasonable.
- (4) Secured Party 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 proceedings for such purposes. Furthermore, Secured Party 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 Secured Party's possession and shall not be liable or accountable for failure to do so.
- (5) Debtor acknowledges that Secured Party or any receiver appointed by it may after default take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from Secured Party or any such receiver to assemble and deliver possession of Collateral at such place or places as directed.
- (6) Debtor agrees to pay all costs, charges and expenses reasonably incurred by Secured Party or any receiver appointed by it, whether directly or for services rendered (including legal costs on a solicitor and client basis and auditors' costs and receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this 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 Secured Party 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.
- (7) Unless the Collateral in question is perishable or unless Secured Party believes on reasonable grounds that the Collateral in question will decline speedily in value, Secured Party will give Debtor such notice of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made, as may be required by the PPSA.

13. STANDARDS OF SALE

Without prejudice to the ability of the Secured Party to dispose of the Collateral in any manner which is commercially reasonable, the Debtor acknowledges that a disposition of Collateral by the Secured Party which takes place substantially in accordance with the following provisions shall be deemed to be commercially reasonable:

- (1) Collateral may be disposed of in whole or in part;
- (2) Collateral may be disposed of by public sale upon written notice to the Debtor following one advertisement in a newspaper having general circulation in the location of the Collateral to be sold at least seven (7) days prior to such sale;
- (3) Collateral may be disposed of by private sale after receipt by the Secured Party of two (2) written offers or only one (1) offer if offers have been solicited for seven (7) days;
- (4) The purchaser or lessee of such Collateral may be a customer of the Secured Party; and
- (5) The disposition may be cash or credit or part cash or credit; and the Secured Party may establish a reserve in respect of all or any portion of the Collateral.

14. DISPOSITION OF MONIES

Any proceeds of any disposition of any of the Collateral may be applied by Secured Party to the payment of expenses incurred in connection with the retaking, holding, repairing, processing, preparing for disposition and disposing of the Collateral (including legal costs on a solicitor and client basis and any other reasonable expenses), and any balance of such proceeds may be applied by Secured Party towards the payment of the Obligations in such order of application as Secured Party may from time to time effect. All such expenses and all amounts borrowed on the security of the Collateral under paragraph 2.0 hereof shall bear interest at the rate set out in the Charge and shall be included as the Obligations under this Agreement. If the disposition of the Collateral fails to satisfy the Obligations and the expenses incurred by Secured Party, Debtor shall be liable to pay for any deficiency on demand.

15. MISCELLANEOUS

- (1) Debtor hereby authorizes Secured Party 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 or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as Secured Party may deem appropriate to perfect and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints Secured Party (or an officer from time to time of Secured Party) the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.
- (2) Upon Debtor's failure to perform any of its duties hereunder, Secured Party may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to Secured Party, forthwith upon written demand therefor, an amount equal to the expense incurred by Secured Party in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate set out in the Charge.

- (3) Secured Party may grant extensions of time and other indulgences, take and give security, accept compositions, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as Secured Party may see fit without prejudice to the liability of Debtor or Secured Party's right to hold and realize the Security Interest. Furthermore, Secured Party may demand, collect and sue on Collateral in either Debtor's or Secured Party's name, at Secured Party's option, and may endorse Debtor's name on any and all cheques, commercial paper and any other instruments pertaining to or constituting Collateral.
- (4) No delay or omission by Secured Party in exercising any right or remedy hereunder or with respect to any Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, Secured Party may remedy any default by Debtor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of Secured Party granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (5) Debtor waives protest of any instrument constituting Collateral at any time held by Secured Party on which Debtor is in any way liable and, subject to subparagraph 15 (9) hereof, notice of any other action taken by Secured Party.
- (6) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against Secured Party.
- (7) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this 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.
- (8) This Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario as the same may from time to time be in effect.
- (9) Subject to the requirements of subparagraph 15(5), any notice to Debtor in connection with this Agreement shall be well and sufficiently given if sent by prepaid registered mail to or delivered to Debtor at the Property or to such other address as Debtor may from time to time designate in writing to Secured Party. Any notice to Secured Party in connection with this Agreement shall be well and sufficiently given if sent by prepaid registered mail or delivered to Secured Party c/o 10 King Street East, Suite 401 Toronto, ON M5C 1C3, or to such other address as Secured Party may from time to time designate in writing to Debtor. Any such notice shall be deemed to have been given if delivered, when delivered, and if mailed, on the fourth business day following that on which it was mailed. In the event of a known interruption of postal services, any notice required or contemplated herein shall be deemed to have been delivered to Debtor only if delivered by hand to Debtor at the address specified herein or pursuant hereto and to Secured Party only if delivered by hand to Secured Party at the address specified herein or pursuant hereto.

- (10) This Agreement and the Security Interest is in addition to and not in substitution for any other security now or hereafter held by Secured Party and is intended to be a continuing Agreement and shall remain in full force and effect until the Obligations has been paid in full.
- (11) In this Agreement the term “successors” shall include (and without limiting its meaning) any corporation resulting from the amalgamation of one corporation with another corporation.
- (12) The headings used in this Agreement are for convenience only and are not to be considered a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.
- (13) 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.
- (14) In the event any provisions of this 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 Agreement shall remain in full force and effect.
- (15) The parties acknowledge that value has been given and the Security Interest created hereby is intended to attach when this Agreement is executed by Debtor whether or not it is executed by Secured Party and Debtor agrees that it is not the intention of Secured Party or Debtor to postpone the attachment of the Security Interest and accordingly, attachment, as defined in the P.P.S.A., will occur simultaneously upon the execution of this Agreement.
- (16) Time shall be of the essence of this Agreement.
- (17) In this instrument, the word “includes” or “including” shall mean “includes without limitation” or “including without limitation”, respectively.
- (18) If this Agreement has been executed by more than one Debtor, the obligations of each Debtor shall be joint and several.
- (19) This Agreement, including any schedules attached hereto, constitutes the entire agreement between the Debtor and the Secured Party relating to the subject matter hereof, and no amendment shall be effective unless made in writing. There are no representations, warranties or collateral agreements in effect between the Debtor and Secured Party relating to the subject matter hereof; and possession of an executed copy of this Agreement by the Secured Party constitutes conclusive evidence that it was executed and delivered by the Debtor free of all conditions.
- (20) This Agreement and the Obligations may be assigned in whole or in part by the Secured Party to any person, firm or corporation without notice or consent of the Debtor. This Agreement may not be assigned by the Debtor without the prior written consent of the Secured Party.
- (21) Nothing contained in this Agreement, including the execution of same and/or the filing of a financing statements shall obligate the Secured Party to make any loan to or accommodation to the Debtor or to extend the time for payment or satisfaction of any Obligations.

16. ACKNOWLEDGMENTS OF DEBTOR

Debtor hereby acknowledges receipt of an executed copy of this Agreement and that the failure of Secured Party to receive full payment or satisfaction of the Obligations through its rights and remedies herein provided shall not in any way release the Debtor who covenants to pay or satisfy any deficiency.

[Signatures to Follow on Next Page]

IN WITNESS WHEREOF this Security Agreement has been executed and delivered on the date set out above.

1000093910 Ontario Inc.

Per: 

Name: Ravi Aurora

Title: President

I have authority to bind the Corporation

SCHEDULE "A"

Legal Description

PIN 03221-0039 PCL 3-1 SEC 65M2720; BLK 3 PL 65M2720 ; S/T LT576260,LT576262 VAUGHAN

THIS IS **EXHIBIT "8"** REFERRED TO IN
THE AFFIDAVIT OF REMY CARUSO
SWORN BEFORE ME THIS 29TH
DAY OF AUGUST, 2023



Commissioner for Taking Affidavits etc./Notary Public

JOEY JAMIL

THIS GUARANTEE dated as of the 14th day of April, 2022.

RAVI AURORA, NICK AURORA AND AKASH AURORA

(the “**Guarantor**”)

IN FAVOUR OF:

PEAKHILL CAPITAL INC., a company incorporated under the laws of the Province of Ontario

(the “**Lender**”)

WHEREAS pursuant to a commitment letter dated April 1, 2022 among 1000093910 Ontario Inc., as borrower (the “**Borrower**”) and the Lender (as same may subsequently be amended, amended and restated, modified, extended, supplemented or replaced from time to time, the “**Commitment Letter**”), the Lender agreed to provide certain credit facilities to the Borrower;

AND WHEREAS the Borrower executed security documents securing the obligations of the Borrower under the Commitment Letter (the “**Security Documents**”);

AND WHEREAS the Guarantor has agreed to guarantee payment of all of the obligations of the Borrower to the Lender and in favour of the Lender, as security for the payment and performance of the Secured Obligations (as hereinafter defined);

AND WHEREAS capitalized terms not herein defined shall have the same meaning as ascribed thereto in the Commitment Letter.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1.0 GUARANTEE

1.1 Guarantee

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor hereby irrevocably and unconditionally guarantees to the Lender forthwith after demand therefor, due and punctual payment of all present and future debts and liabilities, and the performance of all obligations of every nature, absolute or contingent, direct, indirect or otherwise, in any currency, now or at any time and from time to time hereafter due or owing by the Borrower to the Lender, and all such principal, interest, costs, expenses and disbursements and in connection with all costs, expenses and disbursements incurred by the Lender in enforcing the secured or other obligations arising under or in connection with the Commitment Letter and the Security Documents and this Agreement (such obligations as amended, amended and restated, modified, supplemented or renewed from time to time, collectively, the “**Secured Obligations**”). The Guarantor expressly renounces the benefits of division and discussion. The obligations undertaken by the Guarantor pursuant to this Agreement are hereinafter referred to as the “**Guarantee**”.

1.2 **Guarantee Absolute**

The liability of the Guarantor hereunder shall be joint and several, absolute and unconditional and shall not be affected by:

- (a) any lack of validity or enforceability of any of the Secured Obligations; any change in the time, manner or place of payment of the Secured Obligations; or the failure on the part of the Borrower to carry out any of the Secured Obligations;
- (b) any impossibility, impracticability, frustration of purpose, illegality, *force majeure* or act of government;
- (c) the bankruptcy, winding-up, liquidation, dissolution or insolvency of the Borrower or any party to any agreement to which the Lender, the Borrower or the Guarantor are a party;
- (d) any lack or limitation of power, incapacity or disability on the part of the directors, partners or agents thereof or any other irregularity, defect or informality on the part of the Borrower in its obligations to the Lender;
- (e) any change or changes in the name, corporate existence or structure of any of the Borrower or Guarantor (whether by way of reconstruction, consolidation, amalgamation, merger, transfer, sale, lease or otherwise); or
- (f) any other law, regulation or other circumstance which might otherwise constitute a defence available to, or a discharge of the Borrower or in respect of any or all of the Secured Obligations.

1.3 **Recovery as Principal Debtor**

Upon any default under the Commitment Letter, the Lender may treat the Secured Obligations as due and payable and the Lender may forthwith demand payment under this Guarantee on the basis that this Agreement shall be recoverable by the Lender from the Guarantor as principal debtor in respect thereof and shall be paid to the Lender forthwith after demand therefor.

2.0 **DEALINGS WITH CREDIT PARTIES AND OTHERS**

2.1 **No Release**

The liability of the Guarantor hereunder shall not be released, discharged, limited or in any way affected by anything done, suffered or permitted by the Lender in connection with any duties or liabilities of the Borrower to the Lender, or any security therefor including any loss of or in respect of any security received by the Lender from the Borrower or any other person. Without limiting the generality of the foregoing and without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability hereunder, without obtaining the consent of or giving notice to the Guarantor, the Lender may:

- (a) grant time, renewals, extensions, indulgences, releases and discharges to the Borrower;
- (b) take or abstain from taking or enforcing securities or collateral from the Borrower or from perfecting securities or collateral of the Borrower;

- (c) accept compromises from the Borrower;
- (d) subject to the applicable provisions of the Commitment Letter and the Security Documents, apply all money at any time owing from the Borrower or from any collateral security to such part of the Secured Obligations as the Lender may see fit or change any such application in whole or in part from time to time as the Lender may see fit; for greater certainty, the Lender may at any time and from time to time, to the fullest extent permitted by law, set-off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by the Lender to or for the credit of the Guarantor against any and all of the liabilities of the Borrower, whether or not the Lender shall have made any demand under the Guarantee. The Lender shall promptly notify such Guarantor after any such set-off and application, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Lender under this paragraph are in addition to other rights and remedies (including without limitation, other rights of set-off) that the Lender may have; and
- (e) otherwise deal with all other persons and securities as the Lender may see fit, acting reasonably.

2.2 **No Exhaustion of Remedies**

The Lender shall not be bound or obligated to exhaust its recourse against the Borrower, or any other person or any securities or collateral it may hold or take any other action before being entitled to demand payment from the Guarantor hereunder.

2.3 **Accounts Binding upon the Guarantors**

Any account settled or stated in writing by or between the Lender and the Borrower shall be accepted by the Guarantor as conclusive evidence, absent manifest mathematical error, that the balance or amount thereby appearing due by the Borrower to the Lender is so due.

2.4 **No Set-off**

In any claim by the Lender against the Guarantor, the Guarantor may not assert any set-off or counterclaim that the Guarantor may have against the Lender. In particular, any loss of or in respect of any securities received by the Lender from the Borrower or any other person, and the failure to perfect any mortgage, prior claim or security interest of any nature whatsoever, whether occasioned through the fault or negligence of the Lender or otherwise, shall not discharge, limit or lessen the liability of the Guarantor under this Agreement.

3.0 **CONTINUING GUARANTEE**

This Guarantee shall be a continuing guarantee of the Secured Obligations and shall apply to and secure all Secured Obligations and shall not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Lender. The Guarantee shall continue to be effective even if at any time any payment of any of the Secured Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the Lender upon the occurrence of any action or event including the insolvency, bankruptcy or reorganization of the Borrower, all as though such payment had not been made. Any payments so rescinded or recovered from

the Lender, whether as a preference, fraudulent transfer or otherwise, shall constitute Secured Obligations for all purposes hereunder.

4.0 RIGHT TO PAYMENTS

Should the Lender receive from the Guarantor one or more payments on account of its liability under the Guarantee, the Guarantor shall not be entitled to claim repayment against the Borrower until the Lender's claims against the Borrower have been paid in full. In the event of the liquidation, winding-up or bankruptcy of the Borrower (whether voluntary or compulsory); or a bulk sale of any of its assets within the meaning of any applicable legislation of any province of Canada or under any other applicable laws; or should the Borrower make any proposal, composition or scheme of arrangement with its creditors; then, in any of such events the Lender shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full, and the Guarantor shall remain liable up to the amount guaranteed for any balance which may be owing to the Lender by the Borrower; and in the event of the valuation by the Lender of any security held in respect of the debts of the Borrower, or of the retention by the Lender of such security, such valuation and/or retention shall not, as between the Lender and the Guarantor be considered as a purchase of such security, or as payment or satisfaction or reduction of the liabilities of the Borrower to the Lender, or any part thereof.

5.0 POSTPONEMENT OF CLAIMS AND SUBROGATION RIGHTS

To the fullest extent permitted by law, the Guarantor hereby irrevocably postpones any claim or other rights that it may now or hereafter acquire against the Borrower that arise from the existence, payment, performance or enforcement of the Guarantor's obligations under this Agreement including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy against the Borrower or any collateral securing any obligation of the Borrower, whether or not such claim, remedy or right arises under contract, including, without limitation, the right to take or receive from the Borrower directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, until such time as the Secured Obligations and all amounts payable under this Agreement have been paid in full to the Lender in cash. If any amount shall be paid to the Guarantor in violation of the preceding sentence at any time prior to the full cash payment of the Secured Obligations and all other amounts payable under this Agreement, such amount shall be held by the Guarantor in trust for the benefit of the Lender and shall forthwith be paid to the Lender to be credited and applied to the Secured Obligations, whether matured or unmatured, and all other amounts payable under this Agreement.

All indebtedness, present and future, of the Borrower to the Guarantor is hereby assigned to the Lender and postponed and subordinated to the Secured Obligations without any further act or formality, and upon the occurrence of an event of default all moneys received by the Guarantor in respect thereof shall be received in trust for the Lender and forthwith upon receipt shall be paid over to the Lender, the whole without in any way limiting or lessening the liability of the Guarantor under this Guarantee. This postponement, subordination and assignment is independent of the other provisions of this Agreement and shall survive the extinction of the other provisions of this Agreement.

Pursuant to the terms of Section 1.3 hereof, the Lender's rights and recourse and the Guarantor's liabilities under this Section 5 shall not be limited in any way and the Lender shall have full recourse against the Guarantor for any breach of, or claim under or in respect of, this Section.

6.0 GENERAL

6.1 Representations and Warranties

The Guarantor represents and warrants, where applicable, as follows: (a) it is duly incorporated and existing under the laws of its jurisdiction of incorporation and has the corporate power and capacity to own its properties and assets and to carry on its business as currently carried on by it; (b) it has the corporate power and capacity to enter into this Guarantee and to do all acts and things as are required or contemplated hereunder to be done, observed and performed by it; (c) it has taken all necessary corporate action to authorize the execution, delivery and performance of this Guarantee; (d) there is no shareholder agreement which restricts, in whole or in part, the powers of the directors of the Guarantor to manage or supervise the business and affairs of the Guarantor; (e) the entering into of this Agreement and the performance by the Guarantor of its obligations hereunder does not and will not contravene, breach or result in any default under: (i) the articles, by-laws, constating documents or other organizational documents of the Guarantor; or (ii) any mortgage, lease, agreement or other legally binding instrument, license, permit or law to which the Guarantor is a party or by which the Guarantor or any of its properties or assets may be bound and will not result in or permit the acceleration of the maturity of any indebtedness, liability or obligation of the Guarantor under any mortgage, lease, agreement or other legally binding instrument of or affecting the Guarantor; (f) no authorization, consent or approval of, of filing with or notice to, any person or governmental body is required in connection with the execution, delivery or performance of this Agreement by the Guarantor; and (g) there is no court, administrative, regulatory or similar proceeding (whether civil, quasi-criminal, or criminal), arbitration or other dispute settlement procedure, investigation or enquiry by any governmental body; or any similar matter or proceeding (collectively "proceedings") against or involving the Guarantor (whether in progress or threatened) which is possibly expected to be determined adversely to the Guarantor which would adversely affect its ability to perform any of the provisions of this Agreement.

6.2 Payment of Secured Obligations, Fees and Costs

Subject to any limitations contained in the Commitment Letter, the Guarantor agrees to pay, within two (2) Business Days of demand therefor, any amounts payable hereunder, including without limitation all out-of-pocket expenses (including the reasonable fees and expenses of the Lender's counsel) in any way relating to the enforcement or protection of the rights of the Lender or any of them hereunder. The liability of the Guarantor shall bear interest from the date of such demand at the rate or rates of interest then applicable to the Secured Obligations under and calculated in the manner provided in the Commitment Letter (including any adjustment to give effect to the provisions of the *Interest Act* (Canada)).

6.3 Discharge

The Guarantor will not be discharged from any of its obligations hereunder except by a release or discharge signed in writing by the Lender in accordance with the provisions of the Commitment Letter.

6.4 Notice

Any notice permitted or required to be given hereunder shall be given, in the case of the Lender, in accordance with the relevant provisions of the Commitment Letter and in the case of the Guarantor to its address indicated in the relevant provisions of the Commitment Letter.

6.5 **Entire Agreement**

This Agreement constitutes the entire agreement between the Guarantor and the Lender with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein. The Lender shall not be bound by any representations or promises made by the Borrower to the Guarantor and possession of this Agreement by the Lender shall be conclusive evidence against the Guarantor that this Agreement was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with. This Agreement shall be operative and binding notwithstanding the non-execution thereof by any proposed signatory.

6.6 **Amendments and Waivers**

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Lender. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the Lender and unless otherwise provided in the written waiver, will be limited to the specific breach waived.

6.7 **Severability**

Each provision of this Agreement is separate and distinct from the others, such that any decision of a court or tribunal to the effect that any provision hereof is null or unenforceable shall in no way affect the validity of the other provisions hereof or the enforceability thereof. 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. To the extent permitted by applicable Laws, the Guarantor hereby waives any provision of any laws which renders any provision hereof prohibited or unenforceable in any respect.

6.8 **Interpretation**

The words "this Agreement", "hereof", "hereto", etc. mean the present instrument executed by the Guarantors.

6.9 **Additional Rights and Survival**

This Agreement is in addition and supplemental to all other guarantees and/or postponement agreements (whether or not in the same form as this instrument) held or which may hereafter be held by the Lender. All covenants, agreements, representations and warranties made herein shall survive the execution and delivery of this Agreement and shall continue in full force and effect so long as any Secured Obligations are outstanding.

6.10 **Governing Law and Attornment Clause**

This Agreement shall be construed in accordance with and be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein and for the purpose of legal proceedings, this Agreement shall be deemed to have been made in the said Province and to be performed there, and the Courts of that Province shall have jurisdiction over all disputes which may arise under this Agreement

and the Guarantor hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of such Courts, provided always that nothing herein contained shall prevent the Lender from proceeding at its election against the Guarantor in the Courts of any other Province, country or jurisdiction. The Guarantor hereby irrevocably waives, to the fullest extent possible, the defence of an inconvenient forum and irrevocably agrees to be bound by any final judgement of any court of the Province of Ontario. The Guarantor agrees that a judgement or order of any such court may be enforced in other jurisdictions in any manner provided by law.

6.11 **Limitations Act**

The Guarantor acknowledges and agrees that the Lender may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the Guarantor acknowledges and agrees that this Guarantee is a “business agreement” as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

6.12 **Benefit of Agreement**

This agreement shall extend to and enure to the benefit of the successors and assigns of the Lender and shall be binding upon the Guarantor and its respective successors.

6.13 **Further Assurances**

The Guarantor shall, at all times and from time to time, do, execute and acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, transfers, assignments, assurances, documents and instruments as the Lender may reasonably require for the better accomplishing and effectuating of this Agreement and the provisions contained herein.

6.14 **Executed Copy**

The Guarantor acknowledges receipt of a fully executed copy of this agreement.

[Signatures to Follow on Next Page]

IN WITNESS WHEREOF the Guarantor has executed this agreement on the date first hereinabove mentioned.

Ravi Aurora

Ravi Aurora, Guarantor

Nick Aurora

Nick Aurora, Guarantor

AKASH AURORA

Akash Aurora, Guarantor

THIS IS **EXHIBIT "9"** REFERRED TO IN
THE AFFIDAVIT OF REMY CARUSO
SWORN BEFORE ME THIS 29TH
DAY OF AUGUST, 2023



Commissioner for Taking Affidavits etc./Notary Public

JOEY JAMIL

ASSIGNMENT OF INSURANCE

TO: Peakhill Capital Inc.

AND TO: Gardiner Roberts LLP

RE: Commitment Letter dated April 1, 2022 (the “**Commitment Letter**”) between Peakhill Capital Inc. (the “**Chargee**”) and 1000093910 Ontario Inc. (the “**Chargor**”) relating to a loan in the principal amount of \$19,000,000 (the “**Loan**”) secured by, among other things, a charge (the “**Charge**”) registered against the lands and premises municipally known as 20 Regina Road, Vaughan, Ontario (the “**Property**”) and guaranteed by Ravi Aurora, Nick Aurora and Akash Aurora (collectively, the “**Covenantors**”)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby transfers, assigns, and sets over unto the Chargee all of its right, title and interest in any and all proceeds with respect to any insurance in effect with respect to the Property including, without limitation, policies of insurance for property damage, loss of rental income and business interruption, professional liability, general liability, fire and extended peril, boiler and machinery and environmental coverage (hereinafter collectively called the “**Policies**”).

THE UNDERSIGNED hereby irrevocably directs and authorizes any and all insurers of the Property to pay exclusively to the Chargee any and all proceeds of such Policies payable to the undersigned pursuant to such Policies and this shall be good, sufficient and irrevocable authority to such insurers to do so.

[Signatures to Follow on Next Page]

DATED this 14th day of April, 2022.

1000093910 ONTARIO INC.

Per: *Ravi Aurora*

Name: Ravi Aurora

Title: President

I have authority to bind the Corporation

THIS IS **EXHIBIT "10"** REFERRED TO IN
THE AFFIDAVIT OF REMY CARUSO
SWORN BEFORE ME THIS 29TH
DAY OF AUGUST, 2023



Commissioner for Taking Affidavits etc./Notary Public

JOEY JAMIL

ASSIGNMENT OF CONTRACTS, GUARANTEES, WARRANTIES AND INDEMNITIES

B E T W E E N:

1000093910 ONTARIO INC.

(hereinafter called the “**Assignor**”)

and

PEAKHILL CAPITAL INC.

(hereinafter called the “**Assignee**”)

WHEREAS the Assignee is advancing and/or may in the future advance funds (the “**Advance**” or, collectively, the “**Advances**”) to the Assignor upon the security of a charge to be registered (the “**Charge**”) made by the Assignor in favour of the Assignee and covering the lands municipally known as 20 Regina Road, Vaughan, Ontario (which lands and all buildings, improvements and fixtures at any time situate thereon during the existence of the Charge are hereinafter referred to as the “**Property**”);

AND WHEREAS as a condition precedent to the making of the Advance, the Assignor agreed to assign to the Assignee by way of additional security to the Charge the benefit of all contracts, guarantees, warranties and indemnities, both present and future, in respect of the Property.

NOW THEREFORE, in consideration of the Advance, the Assignor agrees as follows:

1. The Assignor hereby assigns to the Assignee, as security for all indebtedness secured by the Charge, and until the indebtedness secured by the Charge has been fully paid and satisfied, the full benefit of all present and future contracts, guarantees, warranties and indemnities in respect of the Property including, without limitation all present and future management, services and any other contracts or agreements in any way related to the Property (the “**Contracts, Guarantees, Warranties and Indemnities**”).
2. The Assignor represents and warrants that, with respect to the Contracts, Guarantees, Warranties and Indemnities:
 - (a) there are no existing breaches of any of the covenants, terms and conditions contained therein;
 - (b) the Assignor has not assigned or encumbered any of the Contracts, Guarantees, Warranties and Indemnities other than to the Assignee; and
 - (c) that it has full power and authority to set over all of the Contracts, Guarantees, Warranties and Indemnities.
3. The Assignor also covenants and agrees that the Assignor will not, without the prior written consent of the Assignee, other than in the normal and prudent course of business:
 - (a) amend or terminate any of the Contracts, Guarantees, Warranties and Indemnities; or
 - (b) consent to the assignment of any of the Contracts, Guarantees, Warranties and Indemnities.

4. The Assignee shall not be responsible for the performance of any of the obligations of the Assignor contained in any of the Contracts, Guarantees, Warranties and Indemnities, and the Assignee shall not by virtue of this Assignment or the enforcement thereof be deemed a chargee or mortgagee in possession of the Property. The Assignor hereby covenants with the Assignee that the Assignor has, prior to the date hereof, observed and performed the Assignor's covenants, conditions and agreements respectively reserved and contained in each of the Contracts, Guarantees, Warranties and Indemnities and shall indemnify and save harmless the Assignee of and from all claims, actions, suits, costs, losses, charges, damages and expenses arising out of or in relation to any breach, non-performance or non-observance of the foregoing covenant and agreement or under the said Contracts, Guarantees, Warranties and Indemnities.
5. This Assignment shall in no way lessen, prejudice or hinder the rights or remedies of the Assignee under the Charge or any other security held by the Assignee.
6. The Assignor shall execute such further assurances as the Assignee may reasonably require to give full effect to the Assignment.
7. A discharge of the Charge shall operate as a reassignment of the Contracts, Guarantees, Warranties and Indemnities back to the Assignor.
8. Whenever the singular or neuter gender are used in this Assignment, the same shall be construed as meaning the plural, masculine or feminine gender when the context so requires. If there are two or more Assignors, all covenants contained herein shall be joint and several. Time shall be of the essence of this Assignment.
9. In this instrument, the word "**includes**" or "**including**" shall mean "**includes without limitation**" or "**including without limitation**", respectively.
10. Each agreement and obligation of any of the parties hereto in this instrument, even if not expressed as a covenant, is considered for all purposes to be a covenant.
11. The headings preceding the text of the sections and subsections hereof as well as the section numbers and references themselves are inserted solely for convenience of reference, and shall not constitute a part of this instrument, nor shall they affect its meaning, construction or effect. Unless something in the subject matter is inconsistent therewith, the references herein to articles and sections are to articles and sections of this instrument.
12. The rights or remedies given to the Assignee hereunder shall be cumulative of and not substituted for any rights or remedies to which the Assignee may be entitled under the Charge or at law, and the taking of this additional security shall in no way lessen, hinder or prejudice such rights or remedies.
13. This Assignment shall be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto, as the case may be, and shall be in full force and effect upon execution and delivery by the Assignor to the Assignee.

[Signatures to Follow on Next Page]

Dated this 14th day of **April, 2022**.

1000093910 ONTARIO INC.

Per: *Ravi Aurora*

Name: Ravi Aurora

Title: President

I have authority to bind the Corporation

THIS IS **EXHIBIT "11"** REFERRED TO IN
THE AFFIDAVIT OF REMY CARUSO
SWORN BEFORE ME THIS 29TH
DAY OF AUGUST, 2023



Commissioner for Taking Affidavits etc./Notary Public

JOEY JAMIL

POSTPONEMENT AND SUBORDINATION AGREEMENT

THIS AGREEMENT made as of April 27, 2022.

AMONG:

PEAKHILL CAPITAL INC. (“First Lender”)

- and -

ZAHERALI VISRAM (“Second Lender”)

- and -

1000093910 ONTARIO INC. (the “Borrower”)

RECITALS:

- A. The Borrower is indebted to, *inter alia*, First Lender and have issued to First Lender certain security over all of its existing and future assets, undertaking and property to stand as continuing security for the existing and future indebtedness, liabilities and obligations of the Borrower to First Lender howsoever and whosoever incurred and whether direct or indirect, contingent or not contingent, and any ultimate unpaid balance thereof together with all professional fees, charges, expenses and protective disbursements payable by the Borrower to First Lender (collectively, the “**First Lender Indebtedness**”), which security together with all other security documents of every description presently existing or hereafter issued by the Borrower are collectively referred to herein as the “**First Lender Security**”;
- B. The Borrower is indebted to Second Lender and the Borrower has issued to Second Lender certain security over all of its existing and future assets, undertaking and property to stand as continuing security for the existing and future indebtedness, liabilities and obligations of the Borrower to Second Lender (collectively, the “**Second Lender Indebtedness**”), which security together with all other security documents of every description presently existing or hereafter issued by the Borrower to Second Lender are collectively referred to herein as the “**Second Lender Security**”;
- C. Second Lender has agreed to postpone and subordinate payment of the Second Lender Indebtedness and the Second Lender Security to the First Lender Indebtedness and the First Lender Security in accordance with the terms and conditions of this Agreement; and
- D. The Borrower has entered into this Agreement solely for the purpose of evidencing its consent to the terms and provisions of this Agreement.

IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties to this Agreement, the parties hereto agree as follows:

ARTICLE ONE DEFINITIONS

- 1.1 **Definitions.** The following terms shall have the meanings set forth below:

- (a) **“Collateral”** means all of the existing and future undertaking and assets of the Borrower of every description and kind and all proceeds thereof, however derived;
- (b) **“Enforcement”** means any step taken by a Lender to realize on its Security after default by the Borrower under such Lender’s Security;
- (c) **“Indebtedness”** means the First Lender Indebtedness and the Second Lender Indebtedness or any one or both of them as the context may require;
- (d) **“Interest and Costs”** means, with respect to the Lenders, the aggregate of:
 - (i) all accrued interest which has not been paid to a Lender in respect of its Indebtedness both before and after default, maturity, demand and judgment;
 - (ii) all costs, fees, charges and other expenses required to be paid to a Lender under its Security or any agreement between the Borrower and such Lender and which have not yet been paid;
 - (iii) all costs, fees, charges and other expenses incurred by a Lender in enforcing all or part of its Security; and
 - (iv) interest on all of the amounts specified in sections (a), (b) and (c) above at the highest rate per annum payable by the Borrower on its obligations to a Lender, from the date of demand on the Borrower until paid in full;
- (e) **“Lender(s)”** means in the singular either First Lender or Second Lender and in the plural both First Lender and Second Lender;
- (f) **“Lender’s Security”** means the security given to each Lender individually;
- (g) **“Notice”** means notice in writing delivered in accordance with Section 11.2 of this agreement;
- (h) **“PPSA”** means the *Personal Property Security Act* (Ontario), and any amendments thereto;
- (i) **“Realization Proceeds”** means all payments, proceeds, amounts, monies or monies worth received by a Lender from the Borrower or derived from the assets of the Borrower after such Lender has commenced Enforcement of its Security; and
- (j) **“Security”** means the First Lender Security and the Second Lender Security or any one or both of them, or any part thereof.

ARTICLE TWO CONSENT

- 2.1 **First Lender Consent.** First Lender hereby consents to the existence of the Second Lender Indebtedness and to the creation, execution, delivery and registration, filing and perfection of the Second Lender Security.

- 2.2 **Second Lender Consent.** Second Lender hereby consents to the existence of the First Lender Indebtedness and to the creation, execution, delivery and registration, filing and perfection of the First Lender Security.
- 2.3 **Borrower's Consent.** The Borrower consents to the priority arrangements set forth in this Agreement and agrees that such arrangements shall be without prejudice to the liability of the Borrower to First Lender and Second Lender respectively and to the rights and remedies of the Lenders under the Security. The Borrower further agrees to maintain and deal with the respective assets and undertakings in accordance with this Agreement.

ARTICLE THREE PRIORITY PROVISIONS

- 3.1 **Collateral.** As against the Collateral, the Security shall rank, in all respects and for all purposes, in descending order of priority as follows:
- (a) Firstly, the First Lender Security to the extent of the First Lender Indebtedness; and
 - (b) Secondly, the Second Lender Security, to the extent of the Second Lender Indebtedness.
- 3.2 **Security Postponed.** Second Lender postpones and subordinates the Second Lender Security to the First Lender Security to give effect to the priority provisions set forth in Section 3.1 of this Agreement.
- 3.3 **Priority Provisions to Operate in All Circumstances.** The priority provisions of this Agreement shall operate notwithstanding:
- (a) the time or order of creation, execution, delivery, attachment or perfection of the Security;
 - (b) the method of perfection of the Security;
 - (c) the time or order of registration or filing of financing statements, real estate charges or other recording or registration of the Security under any provincial registration regime;
 - (d) the giving of or failure to give notice of the acquisition of any additional Security;
 - (e) the date or dates on which any existing or future liability of the Borrower or any of them to either First Lender or Second Lender was created or incurred;
 - (f) the date or dates of any default by any Borrower under the Security;
 - (g) the date of crystallization of any floating charge contained in the Security; or
 - (h) the date of Enforcement.
- 3.4 **Payments to the Second Lender.** Subject to the provisions of paragraph 3.5 herein and notwithstanding any provision of the Security to the contrary, until the First Lender Indebtedness has been repaid in full, whether or not any Enforcement has been commenced by or against the Borrower, the Second Lender shall not be entitled to receive any payments from the Borrower under the Second Lender Indebtedness, save and except for, Interest and Costs.

- 3.5 **Repayment of Second Lender.** Notwithstanding the provisions of s. 3.4 herein, provided that the First Lender Indebtedness is in good standing, the Borrower shall be entitled to repay the Second Lender Indebtedness, in full, at any time.

ARTICLE FOUR REALIZATION PROCEEDS

- 4.1 **Application of Realization Proceeds.** Notwithstanding any provision of the Security to the contrary, Realization Proceeds shall be applied and distributed as follows:

- (a) Realization Proceeds derived from the Collateral shall be applied:
 - (i) firstly, on account of the costs and expenses of the sale, collection and realization of the First Lender Security including, without limitation, the costs and expenses incurred by any agent, receiver or receiver and manager appointed by First Lender and the legal fees and disbursements incurred by First Lender or any agent, receiver or receiver and manager appointed by First Lender;
 - (ii) secondly, on account of the First Lender Indebtedness to the extent of the First Lender Indebtedness;
 - (iii) thirdly, on account of the Second Lender Indebtedness to the extent of the Second Lender Indebtedness; and
 - (iv) fourthly, to the Borrower.

- 4.2 **Payment into Court.** Notwithstanding the provisions of Sections 4.1(a)(iv), in the event that:

- (a) Section 4.1(a)(iv) shall apply to remaining Realization Proceeds to be paid; and
- (b) the Lender holding such Realization Proceeds is aware of any competing claims made or which the Lender believes could be made to the Realization Proceeds otherwise payable to the Borrower under Sections 4.1(a)(iv),

then such Lender shall be at liberty to pay such Realization Proceeds into court rather than to the Borrower.

- 4.3 **Costs.** If any allocation of Interest and Costs is required to be made in connection with the distribution of Realization Proceeds such allocation shall be made by the Lenders, after discussion, in a fair and equitable manner.

ARTICLE FIVE LIMITATION ON RIGHTS TO PROCEEDS

- 5.1 **Enforcement.**

- (a) Until the First Lender Indebtedness has been repaid in full, whether or not any Enforcement has been commenced by or against the Borrower, the First Lender shall have the exclusive right (i) to take, take over and continue any Enforcement action with respect to the Collateral in such order and manner as the First Lender may determine in

its sole discretion, and (ii) to refrain from taking or continuing any such Enforcement action, in each case, without any consultation with or consent of the Second Lender.

- (b) The Borrower waives any right to claim, and agrees not to claim in any legal proceeding arising out of this Agreement or otherwise, that as a result of this Section or any other provision of this Agreement, the exercise by the Second Lender of any of its rights under the Second Lender Security or under applicable law for the enforcement of payment of the Second Lender Indebtedness has been waived, or is untimely, or is otherwise not commercially reasonable.
- (c) Until the First Lender Indebtedness has been repaid in full, the Second Lender shall not, without the prior written consent of the First Lender, which may be withheld in its sole and absolute discretion, take any Enforcement action whatsoever.
- (d) Notwithstanding paragraph (c) above, if an event of default has occurred under the Second Lender Security and is continuing, the Second Lender shall have the right to issue a notice to the First Lender (the “**Enforcement Action Request Notice**”) requesting the First Lender to take and continue an Enforcement action within a period of 120 days from the receipt of the Enforcement Action Request Notice by the Second Lender, failing which, subject to the application of proceeds required under this Agreement, the Second Lender may take and continue an Enforcement action against the Borrower in respect of the Second Lender Indebtedness in such order and manner as it may so determine in its sole discretion, provided there shall have occurred and be continuing at all times during such period an event of default under the Second Lender Security (which has not been waived or cured in accordance with the Second Lender Security).
- (e) Notwithstanding anything contained herein, until the First Lender Indebtedness has been repaid in full, any receiver appointed by the First Lender or by a court of competent jurisdiction shall be entitled to exclusive possession, custody and control of the Collateral or any applicable portion thereof. If the First Lender makes application to a court of competent jurisdiction for a court-appointed receiver in respect of the Collateral, then the Second Lender agrees that it shall not challenge, obstruct, delay or otherwise interfere with the application proceedings.

ARTICLE SIX PROCEEDS OF INSURANCE AND DISPOSITION

- 6.1 **How Proceeds to be Paid.** If any of the assets of the Borrower is disposed of, dealt with, lost or damaged so as to give rise to proceeds (including amounts payable under insurance policies), the relative priority of claims of the Lenders against such proceeds shall be determined in accordance with Article 4 as if such claims were made against the original collateral which gave rise to such proceeds.

**ARTICLE SEVEN
TRUST FUNDS**

- 7.1 **Trust of Realization Proceeds.** Subject to Article 8, the Lenders agree that, to the extent that a Lender receives Realization Proceeds which are payable to the other Lender pursuant to this Agreement, such proceeds shall be deemed to be received or held by it in trust for such other Lender and shall be paid over to the other pursuant to the terms of this Agreement as soon as is reasonably practical.

**ARTICLE EIGHT
OPERATION OF ACCOUNT**

- 8.1 **Operation of Borrower' First Lender Accounts.** Notwithstanding anything else contained in this Agreement upon commencement of Enforcement proceedings by the First Lender:
- (a) First Lender may:
 - (i) continue to operate the Borrower' accounts with First Lender in the ordinary course; and
 - (ii) appropriate money from time to time deposited to the Borrower's accounts with First Lender to the First Lender Indebtedness regardless of the source or origin of such money, free and clear from any claim or trust that might otherwise be imposed upon such money; and
 - (b) First Lender shall have no duty or liability to:
 - (i) account to Second Lender for any appropriations made by First Lender occurring prior to First Lender's receipt of such Notice or prior to First Lender giving such Notice; or
 - (ii) investigate the source or origin of any money then on deposit or previously deposited by the Borrower into their accounts with First Lender.

**ARTICLE NINE
RIGHTS OF BORROWERS AND OTHERS**

- 9.1 **Confers Rights on Lenders Only.** Nothing in this agreement shall be construed so as to:
- (a) entitle any party not a signatory to this agreement to receive any Realization Proceeds; or
 - (b) confer any rights upon the Borrower or any person not a party to this Agreement.
- 9.2 **Competing Claims to Realization Proceeds.** If any person other than the Lenders shall have any valid claim to Realization Proceeds in priority to or on parity with the Lenders, then this Agreement shall not apply so as to diminish the rights (as such rights would have been but for this agreement) of each of the Lenders to the Realization Proceeds.

**ARTICLE TEN
NO COMPULSORY ENFORCEMENT**

- 10.1 **Lenders Not Obligated to Enforce Security.** Nothing contained in this agreement shall require or obligate a Lender to enforce its security or realize upon the assets of the Borrower.

ARTICLE ELEVEN GENERAL MATTERS

- 11.1 **Further Assurances.** The parties agree that they shall at all times do, execute, acknowledge and deliver all such acts, deeds and agreements as may be reasonably necessary or desirable to give effect to this agreement including any and all acts, deeds or agreements as may be necessary for the purpose of registering or filing notice of the terms and provisions of this Agreement.
- 11.2 **Non-Waiver of Rights.** Nothing contained in this agreement is intended to or shall impair the obligations of the Borrower to pay to the Lenders the Indebtedness as and when the same shall become due and payable in accordance with the terms of the Indebtedness, nor shall anything contained in this agreement prevent any of the Lenders from exercising any or all remedies otherwise permitted by applicable law upon default under the terms of any of the Security, subject only to the priorities created by this Agreement.
- 11.3 **Notice.** Any Notice required or permitted to be given pursuant to this agreement shall be given in writing and delivered by courier or sent by email or facsimile transmission addressed as set out in the relevant First Lender Security or Second Lender Security and any such Notice given as provided in this Section 11.23 shall be deemed to have been given and to be effective on the day of delivery, if delivered, or on the day of transmission and receipt of confirmation thereof, in the case of email or facsimile transmission. Any party to this agreement may change its address for Notice by means of a Notice given as provided in this Section 11.23.
- 11.4 **Termination.** This agreement shall continue in full force until the earlier of the date on which it is terminated by the mutual consent of the Lenders and the date on which payment in full is made of either of the First Lender Indebtedness or the Second Lender Indebtedness.
- 11.5 **Entire Agreement.** This agreement contains the entire agreement among First Lender, Second Lender and the Borrower with respect to the matters dealt with in this agreement and supersedes any prior agreements, undertakings, declarations, or representations, written or oral, in respect such matters.
- 11.6 **Successors and Assigns.** This agreement is binding upon and enures to the benefit of all parties and their respective successors and assigns.
- 11.7 **Governing Law.** This agreement is governed by and shall be interpreted in accordance with the laws of Ontario and shall be treated in all respects as an Ontario contract. The parties to this agreement submit to the exclusive jurisdiction of the courts of Ontario. Notwithstanding the foregoing, it is agreed that the provisions of this agreement shall apply to all property and assets of the Borrower wherever situate and that this agreement shall govern the priorities as between the First Lender Security and the Second Lender Security in all other Canadian jurisdictions.
- 11.8 **Assignment.** The Lenders agree not to assign any of their claims against the Borrower including, without limitation, the Indebtedness or the Security without providing the assignee with a copy of this agreement. Provided that such assignee is not a guarantor to any Borrower, the Lenders agree that they shall obtain from such assignee a written acknowledgment that such assignee will be bound by this agreement. In such event the Lender making such assignment shall provide the

remaining Lender and the Borrower with written notice of and a copy of such assignment and the address of the assignee.

- 11.9 **Notice of Agreement.** Second Lender agrees to execute and register, if necessary postponements of the Second Lender Security and execute and register such other documentation that may be required to give effect to terms and provisions of this agreement, including without limitation, the postponement of its real property security registered against any real property assets of the Borrower. Second Lender further agrees, to file Financing Change Statements amending all of its PPSA filings or such similar provincial filings in all other Canadian jurisdictions in which any of the security has been registered against the Borrower as soon as possible after execution of this agreement by all parties so as to give notice of the existence of this agreement to parties conducting searches against the Borrower under the PPSA or such similar provincial legislation in other Canadian jurisdictions. .
- 11.10 **Exchange of Information.** Each Lender agrees to advise the other in writing of the particulars of the Indebtedness and Security and whether or not such Indebtedness is in good standing upon receipt of a request in writing for such information from a Lender. The Borrower consent to the disclosure of this information and irrevocably direct the Lender receiving such request to provide such information to the Lender making such request.
- 11.11 **Agreement Severable.** In the event that any part of this agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such part shall be severed from this agreement and this agreement thereafter shall be read and interpreted without reference to such part so severed and the invalidity or unenforceability of such part shall not affect the validity or enforceability of the remainder of this agreement.
- 11.12 **Time of the Essence.** Time is of the essence of this agreement.
- 11.13 **Headings.** The insertion of headings in this agreement is for convenience of reference only and shall not affect the construction or interpretation of this agreement.
- 11.14 **Number and Gender.** Where the context requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to both genders.
- 11.15 **Execution by Counterpart.** This Agreement may be executed: (i) by facsimile or email and facsimile or email signatures shall be treated as originals for all purposes and (ii) in counterparts and all counterparts taken together shall constitute an executed copy of this Agreement.
- 11.16 **English Language.** The parties acknowledge that they have required that this priority agreement and all related documents be prepared in English. Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

[Signatures to Follow on Next Page]

IN WITNESS WHEREOF the parties have executed this agreement as of the date first above mentioned.

PEAKHILL CAPITAL INC.

Per: 
Name: Harley Gold
Title: Managing Director

I have authority to bind the corporation

ZAHERALI VISRAM

100093910 ONTARIO INC.

Per: _____
Name: Ravi Aurora
Title: President

I have authority to bind the corporation

IN WITNESS WHEREOF the parties have executed this agreement as of the date first above mentioned.

PEAKHILL CAPITAL INC.

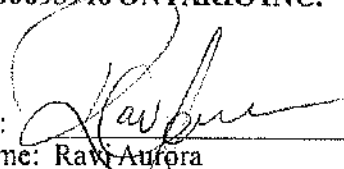
Per: _____
Name: _____
Title: _____

I have authority to bind the corporation



ZAHERALI VISRAM

100093910 ONTARIO INC.

Per:  _____
Name: Ravi Aurora
Title: President

I have authority to bind the corporation

THIS IS **EXHIBIT "12"** REFERRED TO IN
THE AFFIDAVIT OF REMY CARUSO
SWORN BEFORE ME THIS 29TH
DAY OF AUGUST, 2023



Commissioner for Taking Affidavits etc./Notary Public

JOEY JAMIL

Enquiry Result

File Currency: 15AUG 2023

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All Pages

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

Type of Search	Business Debtor								
Search Conducted On	1000093910 ONTARIO INC.								
File Currency	15AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	782392734	1	2	1	2	27APR 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		
782392734		001	1		20220427 1028 1590 9424	P PPSA	3		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	1000093910 ONTARIO INC.								
	Address			City	Province	Postal Code			
	20 CALDARI ROAD			CONCORD	ON	L4K 4N8			
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								
	PEAKHILL CAPITAL INC.								
	Address			City	Province	Postal Code			
	10 KING STREET EAST, SUITE 401			TORONTO	ON	M5C 1C3			
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								
	SECURITY INTEREST ON ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY								
	SITUATED ON OR ARISING FROM OR USED IN CONNECTION WITH THE PROPERTY								
	KNOWN AS 20 REGINA ROAD, VAUGHAN, ONTARIO								

Registering Agent	Registering Agent			
	GARDINER ROBERTS LLP (Z ZLOTNICK)			
Address	City	Province	Postal Code	
3600-22 ADELAIDE STREET WEST	TORONTO	ON	M5H 4E3	

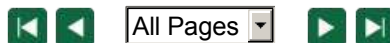
END OF FAMILY

Type of Search	Business Debtor							136	
Search Conducted On	1000093910 ONTARIO INC.								
File Currency	15AUG 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	795972384	2	2	2	2	08AUG 2028			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
795972384		001	1		20230808 0823 1590 5392	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	1000093910 ONTARIO INC.					100009391			
	Address				City	Province	Postal Code		
	20 CALDARI ROAD				CONCORD	ON	L4K 4N8		
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								
	ZAHERALI VISRAM								
	Address				City	Province	Postal Code		
	7 LAREDO COURT				TORONTO	ON	M2M 4H7		
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			X
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	GENERAL SECURITY AGREEMENT								
Registering Agent	Registering Agent								
	PHIL THOMPSON								
	Address				City	Province	Postal Code		
	417 MARY ST N				OSHOWA	ON	L1G 5E2		

LAST PAGE

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THIS IS **EXHIBIT "13"** REFERRED TO IN
THE AFFIDAVIT OF REMY CARUSO
SWORN BEFORE ME THIS 29TH
DAY OF AUGUST, 2023



Commissioner for Taking Affidavits etc./Notary Public

JOEY JAMIL

WRITS OF EXECUTION OWL® Report

For Teranet eXpress Customer Service, please email info@teranetexpress.ca or call 1-800-208-5263 / 416-360-1190

Requested By: ONCORP
Reference:
Date of Search: August 16, 2023
Total Cost (including HST): \$72.32
Name Searched: 1000093910 ONTARIO INC.

No writs of execution were retrieved.

HST Registration No.: 130867526

All 49 Ontario enforcement offices were searched to obtain this result, unless otherwise noted above. This report may not be copied or resold except under license from Teranet Inc. The information in this report is provided on an "as is" basis and is not to be relied upon for land registration purposes. Access to and use of the Teranet eXpress web site, and the services and products available through the web site, are subject to terms, conditions, availability and pricing at www.teranetexpress.ca, all of which can be changed without notice. Copyright © 2023 Teranet® Inc. Teranet eXpress, the Teranet eXpress design and OWL are registered trademarks and Ontario Writs Locator is a trademark of Teranet Inc. All rights reserved.

THIS IS **EXHIBIT "14"** REFERRED TO IN
THE AFFIDAVIT OF REMY CARUSO
SWORN BEFORE ME THIS 29TH
DAY OF AUGUST, 2023



Commissioner for Taking Affidavits etc./Notary Public

JOEY JAMIL



ROBINS APPLEBY
BARRISTERS + SOLICITORS

Dominique Michaud
T. 416.360.3795
E. dmichaud@robapp.com
F. 416.868.0306

Delivered by: Regular Mail, Courier and Email
File No.: TBD

May 15, 2023

1000093910 Ontario Inc.
20 Caldari Road
Concord, ON L4K 4N8

Attention: Ravi Aurora

Ravi Aurora
20 Caldari Road
Concord, ON L4K 4N8
ravi@aurora-group.ca

Nakul Aurora
20 Caldari Road
Concord, ON L4K 4N8

Akash Aurora
20 Caldari Road
Concord, ON L4K 4N8
akash@aurora-group.ca

Dear Sir:

Re: Demand Notice to Borrower–Mortgage between Peakhill Capital Inc. (the “Lender”) and 1000093910 Ontario Inc. (the “Borrower”) registered on title to 20 Regina Road, Vaughan, Ontario (collectively the “Property”)

We are the litigation lawyers for the Lender.

Pursuant to the terms of the Commitment Letter dated April 1, 2022, amended April 20, 2022 (the “**Agreement**”), the Lender loaned the Borrower the principal amount of \$19,000,000.00 (the “**Loan**”). The Loan was guaranteed by Ravi Aurora, Nakul Aurora and Akash Aurora (collectively the “**Guarantors**”). The Loan was also secured by a Charge registered on title against the Property as Instrument No. YR3416767. (the “**Mortgage**”).

As you know, the Borrower has breached the terms of the Loan and applicable security by failing to, *inter alia*, fully repay the indebtedness owing to the Lender on its maturity date of May 1, 2023. In addition, you have failed to pay any interest owing on the Loan for the month



of May, 2023 (collectively the "**Event of Default**"). Accordingly, as of May 15, 2023, the Borrower is indebted to the Lender in the amount of **\$19,268,797.26** plus any applicable per diem interest and late charges, legal costs, and other protective disbursements incurred in respect of the Loan (the "**Indebtedness**").

The Event of Default entitles the Lender to demand payment of the full amount owing on the Loan. Accordingly, the Lender hereby demands that the Borrower make payment in the full amount of the Indebtedness, plus per diem interest until the Indebtedness is paid to the Lender.

If payment is not received by **4:00pm on May 25, 2023**, the Lender will take whatever steps are necessary to enforce its rights provided to it pursuant to the Loan and applicable security. To that end, we enclose a Notice of Intention to Enforce Security pursuant to Section 244 of the *Bankruptcy and Insolvency Act*.

If you have any questions please contact me at the above coordinates.

Yours very truly,

ROBINS APPLEBY LLP

Per:

Dominique Michaud

DM:as

Encl.

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

TO: 1000093910 Ontario Inc., an insolvent corporation
20 Caldari Road
Concord, ON L4K 4N8

Ravi Aurora
20 Caldari Road
Concord, ON L4K 4N8

Nakul Aurora
20 Caldari Road
Concord, ON L4K 4N8

Akash Aurora
20 Caldari Road
Concord, ON L4K 4N8

TAKE NOTICE THAT:

1. Peakhill Capital Inc., a secured creditor, intends to enforce its security on the property of the insolvent person/corporation described as:

PIN: **03221-0039 (LT)**

DESCRIPTION: PCL 3-1 SEC 65M2720; BLK 3 PL 65M2720; S/T LT57620,
LT576262 VAUGHAN

Address: 20 Regina Road, Vaughan, ON L4L 8L6

2. The security that is to be enforced is in the form of:
 - (a) a Charge/Mortgage of Land between Peakhill Capital Inc., as Mortgagor, and 1000093910 Ontario Inc., as Mortgagee, registered with the York Region Land Registry Office on April 29, 2022, as Instrument No.: YR3416767.
 - (b) a Notice of Assignment of Rents between Peakhill Capital Inc., as Mortgagor, and 1000093910 Ontario Inc., as Mortgagee, registered with the York Region Land Registry Office on April 29, 2022, as Instrument No.: YR3416768.
 - (c) Security Agreement in favour of Peakhill Capital Inc. made April 14, 2022.

- (d) Guarantee dated April 14, 2022 from Ravi Aurora, Akash Aurora and Nakul Aurora, in favour of Peakhill Capital Inc.
 - (e) Assignment of Insurance dated April 14, 2022.
 - (f) Assignment of Contracts, Guarantees, Warranties and Indemnities dated April 14, 2022.
 - (g) Postponement and Subordination Agreement between Peakhill Capital Inc., Zaherali Visram and 1000093910 Ontario Inc. dated April 27, 2022.
3. The total amount of indebtedness secured by the security as at **May 15, 2023**, is **\$19,268,797.26**, plus applicable per diem interest, late charges, legal costs, and other protective disbursements incurred.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person/corporation consents to an earlier enforcement.

DATED at Toronto, this 15th day of **MAY, 2023**.

ROBINS APPLEBY LLP

Barristers + Solicitors
120 Adelaide St. West
Suite 2600
Toronto, Ontario M5H 1T1

Per:  _____

Dominique Michaud

File No. 2100848

Phone: 416-360-3795

Fax: 416-868-0306

Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.

THIS IS **EXHIBIT "15"** REFERRED TO IN
THE AFFIDAVIT OF REMY CARUSO
SWORN BEFORE ME THIS 29TH
DAY OF AUGUST, 2023



Commissioner for Taking Affidavits etc./Notary Public

JOEY JAMIL

FORBEARANCE AGREEMENT

THIS AGREEMENT made this 7th day of July, 2023

BETWEEN:

PEAKHILL CAPITAL INC.

(the "Lender")

OF THE FIRST PART

AND:

100093910 ONTARIO INC.

(the "Borrower")

OF THE SECOND PART

AND:

**RAVI AURORA, NICK AURORA AND
AKASH AURORA**

(collectively the "Guarantors")

OF THE THIRD PART

WHEREAS:

- a) The Borrower is the owner of the property known municipally as 20 Regina Road, Vaughan, Ontario and legally described in **Schedule "A"** attached hereto collectively (the "**Property**");
- b) Pursuant to the terms of a mortgage commitment agreement dated April 1, 2022 and amended April 20, 2022 (the "**Commitment**"), the Lender made a secured loan to the Borrower in the principal amount of \$19,000,000.00 (the "**Loan**"). The purpose of the Loan was for the Borrower to acquire the Property;
- c) As security for the Loan, the Borrower and the Guarantors, as applicable, executed the security as set out in **Schedule "B"** (the "**Security**"), on the terms and conditions set forth therein, including, *inter alia*, the first-ranking Charge registered against the Property as instrument number: **YR3416767** (the "**Lender's Charge**");
- d) The Guarantors, in consideration for and as a condition of the Loan, provided unlimited joint and several guarantees in respect of the repayment of all monies secured by the Security by way of Guarantee dated April 14, 2022 (the "**Guarantee**");

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- e) The Borrower defaulted and breached the terms of the Loan and applicable security by, among other things:
- i. failing to repay the outstanding amount owing on the Loan on its maturity date on May 1, 2023; and
 - ii. failing to pay any interest payments owing on the Loan for the months of May 2023, June 2023 and July 2023;
- f) Pursuant to the terms of the Loan, the Loan indebtedness has, since May 1, 2023, been accruing, and to continues to accrue, interest at RBC Prime + 10% per annum, with a minimum interest rate of 16.95% (the "Interest Rate");
- g) By letter dated May 15, 2023, the Lender made formal written demand on the Borrower, and upon the Guarantors for repayment of the Loan (the "Demand"). The Lender also gave notice of its intention to enforce its security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (the "BIA Notice");
- h) the Borrower and the Guarantors have since developed a proposal to repay the Loan through by way of refinancing on or before July 31, 2023 (the "Proposal");
- i) the Lender is agreeable to the Proposal and has agreed to forbear from taking any further steps to enforce the Security held by the Lender on the terms and conditions set forth herein until July 31, 2023, unless such date is extended to August 15, 2023 pursuant to Section 3.3 (the "Forbearance Date"); and
- j) the Lender is in no way waiving its rights to continue to enforce the Security or the Additional Security (defined below), upon the earlier termination of the Forbearance Period (defined below), and a Forbearance Terminating Event (defined below).

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TEN DOLLARS (\$10.00) now paid by the Borrower and the Guarantors to the Lender and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby agree as follows:

ARTICLE 1.00 – RECITALS AND ACKNOWLEDGEMENTS

- 1.1 The parties hereto acknowledge and confirm that the recitals are true and accurate.
- 1.2 The Borrower and the Guarantors acknowledge that the Borrower is in default of its obligations owing to the Lender under the Loan. The Borrower and the Guarantors acknowledge that the Lender is entitled to terminate the Loan and no further credit is available to the Borrower thereunder.

- 1.3 The Borrower and the Guarantors acknowledge that as at June 15, 2023, the Borrower was indebted to the Lender in the amount of \$19,549,421.23 plus accrued and ongoing interest, reasonable costs and the fees in Article 4 below (collectively, the "Indebtedness") without right of set-off or defense or equity which would reduce the amounts currently owing, and notwithstanding the provisions of the *Limitations Act, 2002*, based on their current knowledge or what they ought to know in the circumstances.
- 1.4 The Borrower and the Guarantors acknowledge that the Security, is valid and enforceable by the Lender in accordance with its respective terms without defence or right of set-off or equity, as of the date hereof, and that the Lender shall be free to exercise its rights under the Security at the end of the Forbearance Period (defined below) or upon a Forbearance Terminating Event (defined below), without interference, objection or action by the Borrower and the Guarantors in respect of the validity or enforceability of the Security and that the Lender is relying upon this acknowledgement in providing its agreement as set forth herein.
- 1.5 The Borrower and the Guarantors hereby consent to the terms of the Lender's forbearance and other accommodations as set out herein. The Borrower and the Guarantors specifically acknowledge that they have, as of the date hereof, no defences, counterclaims or rights of set-off or reduction to any claims which might be brought by the Lender under the Security granted by the Borrower or the Guarantors to the Lender or in respect of the Loan, notwithstanding the provisions of the *Limitations Act, 2002*.
- 1.6 The Borrower and the Guarantors hereby agree that, upon the execution of this Agreement, they shall each absolutely and irrevocably release the Lender, its officers, directors, employees, solicitors and agents (the "Releasees"), of and from any and all claims which they may have in respect of their default against the Releasees up to and including the date hereof including, without limitation, any actions taken by the Lender in dealing with the Borrower and the Guarantors, the Lender's Mortgage or with the administration of the Borrower's accounts with the Lender.
- 1.7 The Borrower and the Guarantors hereby agree that the Demand and BIA Notice remain in full force and effect throughout the Forbearance Period (defined below) and that the Lender has not, and will not be deemed to have waived, varied, altered or withdrawn same.
- 1.8 The Guarantors hereby certify that the most recent net worth statements provided to the Lender remain accurate.

ARTICLE 2.00 – COVENANTS

- 2.1 During the Forbearance Period, the Borrower and the Guarantors:
- (a) agree to make payment of \$298,100.00 to the Lender on or by July 10, 2023 in respect of monthly interest payments owing on May 1, 2023 and June 1, 2023 that were not paid by the Borrower;

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- (b) agree that all interest payments owing under the Loan during the Forbearance Period are to be paid on or before the Forbearance Date;
- (c) agree to fully repay the Loan on or before the Forbearance Date. For the purposes of repayment of the Loan during the Forbearance Period, as an accommodation provided by the Lender to the Borrower and the Guarantor, the Lender agrees that the amount to be repaid will be calculated using the interest rate of RBC Prime Rate + 3.5% per annum (notwithstanding the amount set out in Section 1.3 above). The Borrower and the Guarantor acknowledge that in the event that the Loan is not repaid by the Forbearance Date, that the Lender will no longer provide the above accommodation and the Loan indebtedness for the purposes of repayment after the Forbearance Date shall be calculated at the Interest Rate set out in the Recital "F" of this Agreement;
- (d) shall maintain and preserve the Property during the Forbearance Period;
- (e) shall maintain in good standing all insurance policies on the Property;
- (f) agree not to make any payments of any kind to shareholders or related parties to the Borrower or the Guarantors, without the consent of the Lender, in its sole discretion;
- (g) shall pay all of the Lender's reasonable legal fees, expenses or disbursements made by or incurred by or on behalf of the Lender in connection with the Loan, including, without limitation, issuance of demands, review of the Lender's Mortgage and related security, preparation of this Agreement, and any action to monitor, advise, enforce or collect the Loan, or enforce any obligations of the Borrower or the Guarantors under this Agreement or otherwise. The Borrower agrees that such legal fees shall be paid on a go forward basis by the Borrower within ten (10) days upon receipt of an invoice by the Borrower and its counsel in accordance with the notice provisions set out in this Agreement. For certainty, such invoice may be a summary account and need not contain detailed dockets;
- (h) shall not commit or permit any further breach of the terms of the Loan, this Agreement, or any other agreements or security which the Borrower or the Guarantors have with the Lender;
- (i) shall not create or permit to exist any further mortgage, hypothec, charge, pledge, lien, encumbrance or other security interest or allow to arise (other than in the ordinary course of business and other than inchoate liens for taxes not yet due) any statutory trust, upon or against the undertaking, property or assets of the Borrower or any part thereof;
- (j) shall not permit any other party to take any steps, including steps in the context of existing legal proceedings, whereby any other party seeks to enforce security or seeks to register a Certificate of Pending Litigation or any other security interest against the Property;

- (k) shall forthwith provide the Lender with notice of the occurrence of any litigation proceeding or dispute affecting it or the Property;
- (l) shall, if the result of such litigation might have a material adverse effect on the Borrower or the Guarantors, financial or otherwise, to perform its obligations under this Agreement and/or the Security set out herein, and shall, from time to time, as requested by the Lender, provide the Lender with all reasonable information requested by Lender concerning any such litigation, proceeding or dispute;
- (m) shall not make a proposal, or apply for, or seek, relief from its creditors, under the *Bankruptcy and Insolvency Act (the "BIA")*, the *Companies' Creditors Arrangement Act (the "CCAA")*, or any other legislation granting relief from creditors, unless the prior written consent of the Lender is obtained. In the event that the Borrower or Guarantors, or any of them, are the subject of any voluntary or involuntary proceeding under bankruptcy and insolvency laws including the BIA, CCAA or any other applicable legislation, the Borrower and the Guarantors hereby unconditionally and irrevocably agree that the Lender is immediately entitled, without notice, demand or any other action, to relief from the automatic stay so as to allow the Lender to realize on the Security and enforce its other rights and remedies under the Loan, or at law and in equity under applicable provincial, state and federal laws. The Borrower and Guarantors hereby consent to the immediate lifting, without notice, demand or any other action, of any such automatic stay and agree that they shall not, in any manner, contest or otherwise delay any motion filed by the Lender for relief from the automatic stay. The Lender's enforcement of this stay waiver is subject to the discretion and approval of the bankruptcy courts;
- (n) shall ensure that all amounts which the Borrower is required to remit under any statute including, without limitation, the *Employment Insurance Act, Canada Pension Plan, Income Tax Act, Excise Tax Act, Workplace Safety and Insurance Act* or any other like statute giving rise to a statutory lien or deemed trust, are remitted as the same become hereafter due and payable and provide the Lender with evidence of same forthwith after payout;
- (o) until the Loan has been fully repaid, the Borrower shall make no payments to any other lender or creditor in connection with the Property;
- (p) shall fulfill and perform, and not commit or permit a breach of, the provisions of this Agreement;
- (q) shall maintain the corporate existence of the Borrower as a valid and subsisting corporate entity;
- (r) shall comply with all applicable environmental laws, which include, but are not limited to, any applicable law respecting the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of hazardous materials or substances, respecting the ownership and operation of its business; and

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- (s) shall not make, allow, accept or approve the repayment of any amounts owing by the Borrower to any 'related person' as such term is defined under the *Bankruptcy and Insolvency Act*.

ARTICLE 3.00– LENDER COVENANTS AND ACKNOWLEDGEMENTS

- 3.1 The Lender agrees to forbear from taking any further action to enforce the Lender's Charge, the Commitment, the Security or the Guarantee or to initiate any proceedings to petition the Borrower or the Guarantors into bankruptcy, or any other proceeding, save and except as set out herein, during the Forbearance Period, defined as the period commencing on the date that this Agreement becomes effective and ending on the earlier of (i) the Forbearance Date or (ii) the occurrence of a Forbearance Terminating Event (defined below) (the "**Forbearance Period**").
- 3.2 In the sole discretion of the Lender and without obligation, after the Forbearance Period, the Lender may renew or extend the Forbearance Period or grant additional forbearance periods.
- 3.3 The Lender agrees that the Borrower may extend the Forbearance Date to August 15, 2023 by delivering to the Lender (i) notice of such extension, (ii) payment of interest for July 2023 and an extension fee in the amount of \$10,000, no later than 4:00 pm on July 31, 2023, and in such event the Forbearance Date shall thereafter be August 15, 2023.

ARTICLE 4.00 - FEES

- 4.1 The Borrower shall pay to the Lender in consideration of this Agreement and the indulgences granted by the Lender:
 - (a) a fee in the amount of \$25,000.00 (the "**Forbearance Fee**"), which Forbearance Fee is agreed to be fully earned by the Lender upon the execution of this Agreement by the Borrower and the Guarantors. The Forbearance Fee shall be added to the Indebtedness;
 - (b) a monthly administration fee in the amount of \$10,000.00 per month that shall be added to the Indebtedness, monthly on the first day of each month commencing on May 1, 2023, and secured by the Lender's Charge (the "**Default Administration Fee**" or "**Default Administration Fees**"). Notwithstanding the entitlement to the Default Administration Fee, the Lender agrees that it will waive payment of the Default Administration Fees on the condition that the Loan is fully repaid on or by the Forbearance Date.

ARTICLE 5.00 – DEFAULT

- 5.1 The Borrower and the Guarantors confirm that they have previously received the Demand and the BIA Notice and that in the event of:

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- (a) any monetary default under this Agreement or the Lender's Charge which is not cured within 2 days of written notice from the Lender to the Borrower and the Guarantors detailing the breach;
- (b) a breach of any of the terms of this Agreement or the Lender's Charge, other than monetary default, which is not cured within 5 days written notice from the Lender to the Borrower detailing the breach;
- (c) any proceeding against or affecting the Borrower (i) seeking to adjudicate it as a bankrupt; (ii) seeking liquidation, dissolution, winding up; or (iii) seeking appointment of a receiver, bankruptcy, trustee, agent, custodian or other similar official for it or for a substantial part of its property and assets, reorganization, arrangement, protection, relief or composition of it or any of its property or debt or the making of a proposal with respect to or under any law relating to bankruptcy, insolvency, reorganization, arrangement or compromise of debt;
- (d) any mortgage enforcement step taken by any prior mortgagee to the Lender or subsequent mortgagee to Lender with a mortgage registered against the Property;
- (e) any party taking any steps, including steps in the context of existing legal proceedings, whereby any other party seeks to register a Certificate of Pending Litigation or any other security interest against the Property;
- (f) an execution, writ of seizure and sale, or sequestration of any other like process which becomes enforceable against the Borrower or a distress or analogous process is levied upon any of its assets;
- (g) any statement, certification, representation or warranty made by the Borrower and the Guarantors to the Lender which is false, misleading or incorrect in any material respect as at the time at which it is made;
- (h) a cessation of the Borrower's or the Guarantors' business in the ordinary course;
- (i) any action or proceeding is threatened or commenced which brings into issue the validity or enforceability of the Security;
- (j) any seizure or attempted seizure by any creditor, secured, unsecured or preferred, or any government or agent thereof, of any material property or assets of the Borrower; and
- (k) any material deterioration, in the opinion of the Lender acting reasonably, in the value of the assets and property of the Borrower or in the realizable value of the Lender's security or in the priority of the Lender's security;

(each of which shall be referred to as a **"Default"** or a **"Forbearance Terminating Event"**) then, the Lender may enforce its rights to seek immediate repayment of the Indebtedness, including immediately terminating this Agreement, exercising any and all rights under the security held by it without further notice to the Borrower or the Guarantors.

In particular, without limiting the generality of the foregoing, the Lender may immediately in any of such events appoint a private receiver and manager (the "Receiver"), as designated by the Lender or seek the appointment of a Receiver by the court on behalf of the Borrower in respect of all assets and undertakings of the Borrower in accordance with the terms of the Loan in substantially the same form as the Model Order for the appointment of a Receiver for the Ontario Superior Court of Justice, Commercial List. The Borrower and Guarantors hereby consent to the appointment of a private or court appointed Receiver and covenant not to take any steps to oppose or interfere with such appointment and to provide all reasonable assistance, access to all books, records, assets and documents of the Borrower to permit such Receiver to properly fulfil its duties.

- 5.2 The Lender may waive in writing any Default, in its sole and absolute discretion, but no such waiver shall constitute a waiver of any or other subsequent Default.

ARTICLE 6.00 - TOLLING PROVISIONS

- 6.1 As of the date hereof and continuing until expiry of the Forbearance Period and thereafter until the termination of the tolling arrangements hereof in the manner provided for in this agreement and whether or not demand for payment has previously been delivered by the Lender in respect of the obligations owing under the Loan, the Lender, the Borrower and the Guarantors hereby agree to toll and suspend the running of the applicable statutes of limitations, laches or other doctrines related to the passage of time in relation to the obligations of the Loan, the Security, and the Guarantees and any entitlements arising from the obligations of the Loan, the Security and the Guarantees and any other related matters, and each of the parties confirm that this Agreement is intended to be an agreement to suspend or extend the basic limitation period, provided by section 4 of the *Limitations Act, 2002* (Ontario) as well as the ultimate limitation period provided by section 15 of the *Limitations Act, 2002* (Ontario) in accordance with the provisions of section 22(2) of the *Limitations Act, 2002* (Ontario) and as a business agreement in accordance with the provisions of section 22(5) of the *Limitations Act, 2002* (Ontario) and any contractual time limitation on the commencement of proceedings, any claims or defences based upon such applicable statute of limitations, contractual limitations, or any time related doctrine including waiver, estoppel or laches.
- 6.2 The tolling provisions of this Agreement will terminate upon any party providing the others with 45 days written notice of an intention to terminate the tolling provisions hereof, and upon the expiry of such 45 day notice, and any time provided for under the statutes of limitations, laches, or any other doctrine related to the passage of time in relation to the obligations of the Loan, the Security, and the Guarantees or any entitlements arising from the obligations of the Loan, the Security, and the Guarantees and any other related matters, will recommence running as of the effective date of such notice, and, for greater certainty, the time during which the limitation period is suspended pursuant to the tolling provisions of this Agreement shall not be included in the computation of any limitation period.

ARTICLE 7.00 – GENERAL PROVISIONS

- 7.1 This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.
- 7.2 Time shall be of the essence of this Agreement and every part hereof.
- 7.3 The following Schedules are attached hereto and form part of the Agreement:
- Schedule "A" – The Legal Description of the Property**
 - Schedule "B" – The Security**
 - Schedule "C" – Intentionally deleted.**
 - Schedule "D" – Certificate of Independent Legal Advice (defined below)**
- 7.4 Upon the expiry of the Forbearance Period or upon the occurrence of a Default, which is continuing and has not been cured within the time permitted, this forbearance shall terminate and the Lender shall be entitled to proceed to take such steps as it may deem necessary to collect the Indebtedness.
- 7.5 No delay or omission on the part of the Lender in exercising any right or remedy shall operate as a waiver thereof, and any waiver of the rights given to the Lender hereunder or under the Charge shall only be effective and binding upon the Lender if specifically given in writing by the Lender to the Borrower.
- 7.6 This Agreement constitutes the entire agreement between the Borrower and the Guarantors and the Lender as to the matters dealt with herein. There are not, and shall not be, any oral statements, representations, warranties, undertakings or Agreements between the Lender on the one hand and the Borrower and the Guarantors on the other.
- 7.7 The Borrower and the Guarantors shall from time to time and at all times hereafter, at every reasonable request of the Lender, make, do, execute and delivery, or cause to be made, done, executed and delivered, all such further acts, deeds and assurances and things as may be necessary or desirable in the opinion of the Lender for more effectually implementing the true intent and meaning of this Agreement.
- 7.8 The provisions hereof shall operate and apply without prejudice to any rights which the Lender may now or in the future have in respect of the Loan, the Indebtedness or other liabilities, indebtedness or obligations, whether direct or indirect, matured or not, contingent or otherwise, of the Borrower or the Guarantors to the Lender.
- 7.9 In the event that one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or impaired thereby. Each of the provisions of this Agreement is hereby declared to be separate and distinct.

- 7.10 This Agreement is being made in the Province of Ontario and shall be construed, interpreted and performed in accordance with the laws of the Province of Ontario and the applicable laws of Canada.
- 7.11 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts and each of such counterparts shall be deemed to be an original document and such counterparts, taken together, shall constitute one and the same document. A party may deliver this Agreement by telecopy or email transmission and the signature of such party so delivered may be relied upon by the other parties as though an original.
- 7.12 Save as amended herein all other terms and provisions of the Lender's Charge remain in full force and effect
- 7.13 The Borrower and the Guarantors have obtained independent legal advice with respect to the terms and conditions of this Agreement. The Borrower and the Guarantors will provide a Certificate of Independent Legal Advice ("**Certificate of Independent Legal Advice**") in the form attached hereto as **Schedule "D"** upon execution of this Agreement.
- 7.14 All notices or other communications to be given pursuant to or in connection with this Agreement shall be in writing, signed by the party giving such notice or by its solicitors, and shall be personally delivered or sent by registered mail or by facsimile transmission or email addressed as follows:

(a) **To the Borrower**

Attention: Ravi Aurora
100093910 Ontario Inc.
20 Caldari Road
Concord, ON L4K 4N8

and copy to:

Attention: Manny S. Mukkar
Cassels Brock & Blackwell LLP
40 Temperance Street, Suite 3200
Toronto, Ontario, M5H 0B4

mmukkar@cassels.com

(b) **Guarantors:**

Ravi Aurora
20 Caldari Road
Concord, ON L4K 4N8
ravi@aurora-group.ca

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Nakul Aurora
20 Caldari Road
Concord, ON L4K 4N8

Akash Aurora
20 Caldari Road
Concord, ON L4K 4N8
akash@aurora-group.ca

(c) **To the Lender:**

Attention: Harley Gold
Peakhill Capital Inc.
401-10 King Street East
Toronto, ON M6G 2P4

and copy to:

Attention: Dominique Michaud
Robins Appleby LLP
120 Adelaide Street West, Suite 2600
Toronto, Ontario, M5H 1T1

dmichaud@robapp.com

Any notice given by personal delivery shall be deemed to have been received on the day of and at the time of such delivery, provided that if such day is not a business day, then such notice shall be deemed to have been received at 9:00 a.m. on the next following business day. Any notice given email transmission shall be deemed to have been received, on the day of and one (1) hour after the time of its transmission. Any notice given by registered mail shall be deemed to have been received at 2:00 p.m. on the second business day after the posting thereof. Any notice requesting or requiring response within five (5) or less business days from the date thereof shall be given by personal delivery, facsimile transmission or email transmission. In the event of actual or reasonably anticipated postal disruption, all notices shall only be given by personal delivery, facsimile transmission or email transmission. Any party may from time to time, by notice given as provided herein, change its mailing address, email address or fax number for the purposes of this provision.

- 7.15 This Agreement shall be open for acceptance by the Borrower and the Guarantors until 5:00 pm on July 7, 2023, failing which it shall be deemed null and void and without further force and effect.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date above written.

For the Lender:

PEAKHILL CAPITAL INC.

Per: 
Name: Harley Gold
Title: Managing Director

For the Borrower:


1000093910 ONTARIO INC.

Per: 
Name: Ravi Aurora
Title: President


For the Guarantors:


Witness Nakul Aurora


RAVI AURORA


Witness Akash Aurora


NICK AURORA


Witness Nakul Aurora


AKASH AURORA

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SCHEDULE "A" - THE PROPERTY**PIN:** 03221-0039 (LT)**DESCRIPTION:** PCL 3-1 SEC 65M2720; BLK 3 PL 65M2720; S/T LT57620,
LT576262 VAUGHAN**Address:** 20 Regina Road, Vaughan, ON L4L 8L6

SCHEDULE "B" - THE SECURITY

- (a) Charge/Mortgage of Land between Peakhill Capital Inc., as Mortgagor, and 1000093910 Ontario Inc., as Mortgagee, registered with the York Region Land Registry Office on April 29, 2022, as Instrument No.: YR3416767.
- (b) Notice of Assignment of Rents between Peakhill Capital Inc., as Mortgagor, and 1000093910 Ontario Inc., as Mortgagee, registered with the York Region Land Registry Office on April 29, 2022, as Instrument No.: YR3416768.
- (c) Security Agreement in favour of Peakhill Capital Inc. made April 14, 2022.
- (d) Guarantee dated April 14, 2022 from Ravi Aurora, Akash Aurora and Nakul Aurora, in favour of Peakhill Capital Inc.
- (e) Assignment of Insurance dated April 14, 2022.
- (f) Assignment of Contracts, Guarantees, Warranties and Indemnities dated April 14, 2022.
- (g) Postponement and Subordination Agreement between Peakhill Capital Inc., Zaherali Visram and 1000093910 Ontario Inc. dated April 27, 2022.

SCHEDULE "C" - Intentionally deleted.

SCHEDULE "D" - CERTIFICATE OF INDEPENDENT LEGAL ADVICE**TO: PEAKHILL CAPITAL INC.**


I, Jason Arbuck of Cassels Brock & Blackwell LLP, hereby declare that I have consulted with **100093910 Ontario Inc.** (the "**Borrower**") and **Ravi Aurora, Nakul Aurora and Akash Aurora** (the "**Guarantors**"), as to the liability which the Borrower and the Guarantors would incur by signing the Forbearance Agreement and have also been consulted by the Borrower and the Guarantors in respect of the Demand and the BIA Notice (collectively the "**Default**") and that I have advised the Borrower and the Guarantors fully as to the effect of the said action and the liability which the Borrower and the Guarantors would incur in entering into the Forbearance Agreement, the manner in which such liability could be enforced and the possible consequences and ramifications if the Borrower and the Guarantors fail to enter into the Forbearance Agreement due to their Default; and that the Borrower and the Guarantors understand the nature and effect of the liability which would arise from the taking by the Borrower and the Guarantors of the said actions, or the failure of taking such actions; and I hereby further declare that:

1. I have given this advice to the Borrower and the Guarantors as solicitor for the Borrower and the Guarantors and in the Borrower and Guarantors' interest only and without regard to or consideration for the interests of the Lender,
2. I have never given any legal advice to the Lender in connection with this matter; and
3. To my knowledge, the Borrower and the Guarantors appear to have executed the Forbearance Agreement without any threat of compulsion, or any undue influence from third parties.

DATED at Toronto, Ontario, this 10th day of July, 2023

CASSELS BROCK & BLACKWELL LLP

Per:

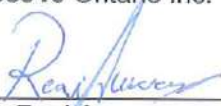


S. Jason Arbuck

ACKNOWLEDGEMENT

I hereby acknowledge and declare that all the above-noted statements are true and correct, that neither the Lender nor any of its officers, employees or agents have used any compulsion or made any threat or exercised any undue influence to induce me to take the actions mentioned in the above-noted certificate, and that Jason Arbuck of Cassels Brock & Blackwell LLP, the solicitor who executed the above-noted certificate, in advising me as stated therein, was consulted by me as my personal solicitor and in my own interest only.

100093910 Ontario Inc.

Per: 
Name: Ravi Aurora
Title: *President*

I have authority to bind the corporation



Ravi Aurora



Nakul Aurora



Akash Aurora

THIS IS **EXHIBIT "16"** REFERRED TO IN
THE AFFIDAVIT OF REMY CARUSO
SWORN BEFORE ME THIS 29TH
DAY OF AUGUST, 2023



Commissioner for Taking Affidavits etc./Notary Public

JOEY JAMIL

From: Arbuck, Jason <jarbuck@cassels.com>
Sent: Monday, July 31, 2023 1:53 PM
To: Dominique Michaud
Subject: Re: Repayment of Peakhill Capital Inc. ("Peakhill") Legal Fees

CAUTION: External e-mail.

Dom, my client is hereby exercising the extension right such that the forbearance will in August 15, 2023. Please confirm receipt and advise if anything else is required from me. My client is making arrangements to pay the extension fee. Please advise what else they are required to pay.

Jason Arbuck
Partner
416-860-6889
jarbuck@cassels.com

On Jul 31, 2023, at 11:46 AM, Dominique Michaud <dmichaud@robapp.com> wrote:


CAUTION: External Email

Jason:

I did not hear from you. Is your client exercising their option to extend the forbearance as per article 3.3 of the Forbearance Agreement. If so, please confirm in writing and confirm that the interest payment is made to PeakHill.

If you would like to discuss, please give me a call.

Dom

 **Dominique Michaud**
Partner
T. 416.360.3795
E. dmichaud@robapp.com
ROBINS APPLEBY
BARRISTERS + SOLICITORS

From: Dominique Michaud
Sent: Thursday, July 27, 2023 2:54 PM

To: Arbuck, Jason <jarbuck@cassels.com>

Subject: RE: Repayment of Peakhill Capital Inc. ("Peakhill") Legal Fees

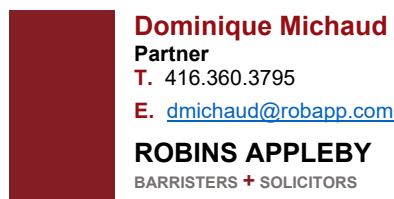
Jason:

I confirm that the legal fees were paid yesterday.

We are fast approaching the July 31st deadline. Can you please advise where the Borrower stands in its refinancing efforts and whether they intend on exercising their option to extend the forbearance as per article 3.3 of the Forbearance Agreement.

Thanks

Dom



From: Dominique Michaud

Sent: Monday, July 24, 2023 4:27 PM

To: Mukkar, Manraj (Manny) S. <mmukkar@cassels.com>; Arbuck, Jason <jarbuck@cassels.com>

Cc: Harley Gold <harleygold@Peakhillcapital.com>; Ravi Aurora (ravi@aurora-group.ca) <ravi@aurora-group.ca>

Subject: RE: Repayment of Peakhill Capital Inc. ("Peakhill") Legal Fees

Manny and Jason:

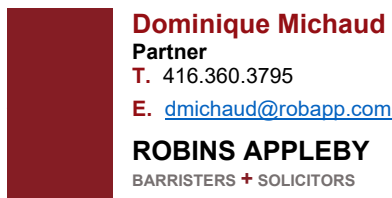
Your client has failed to make payment on account of our legal fees incurred in respect of this matter within 10 days as set out in my letter dated July 12, 2023. This is a breach of article 2.1(g) of the Forbearance Agreement.

Accordingly, we are providing your client two days to cure this monetary breach in accordance with Article 5.1 (a) of the Forbearance Agreement. Please note that failure to cure this default will be a Forbearance Terminating Event and the Lender reserves all of its rights should this breach not be cured on time.

This email is notice in accordance with Article 7.14 of the Forbearance Agreement.

The attachments from my email of July 12 are also attached to this email. If you have any questions please call me.

Dom



From: Dominique Michaud <dmichaud@robapp.com>
Sent: Wednesday, July 12, 2023 1:40 PM
To: Mukkar, Manraj (Manny) S. <mmukkar@cassels.com>; Ravi Aurora (ravi@aurora-group.ca) <ravi@aurora-group.ca>
Cc: Arbuck, Jason <jarbuck@cassels.com>; Harley Gold <harleygold@Peakhillcapital.com>
Subject: Repayment of Peakhill Capital Inc. ("Peakhill") Legal Fees

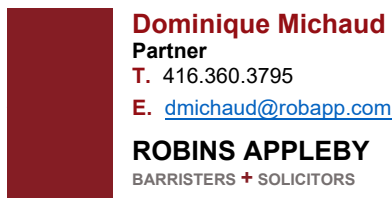
Enclosed please find our correspondence dated July 12, 2023 for the above-noted matter. We also attach our firm's Account Remittance memo for your convenience. Please indicate "Invoice No. 178971" as a reference when remitting payment to our office."

Gentlemen:

Enclosed please find our correspondence dated July 12, 2023 for the above-noted matter. We also attach our firm's Account Remittance memo for your convenience together with a redacted account and a copy of the fully executed forbearance agreement for your records. Please indicate "Invoice No. 178971" as a reference when remitting payment to our office.

If you have any questions please call me.

Dom



Robins Appleby LLP | 2600-120 Adelaide St.W., Toronto, ON M5H
1T1 | <https://www.robinsappleby.com/>

IMPORTANT NOTICE: This message is intended only for the use of the individual or entity to which it is addressed. The message may be protected by solicitor-client privilege and contain information that is confidential and exempt from disclosure under applicable law. If you have received this transmission in error, please notify us immediately either by telephone at (416) 868-1080 or by e-mail at info@robapp.com and destroy any original transmission or copies of this message without making a copy. Any other distribution, copying or disclosure is strictly prohibited. Any personal information provided to Robins Appleby LLP is collected, used, retained and disclosed in accordance with the firm's Privacy Policy, available at <https://www.robinsappleby.com/>

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1T1 | <https://www.robinsappleby.com/>

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..--

<2023-07-07-Regina-Final Executed Forbearance Agreement.pdf>

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Communication by email is not a secure medium and, as part of the transmission process, this message may be copied to servers operated by third parties while in transit. Unless you advise us to the contrary, by accepting communications that may contain your personal information from us via email, you are deemed to provide your consent to our transmission of the contents of this message in this manner. If you are not the intended recipient or have received this message in error, please notify us immediately by reply email and permanently delete the original transmission from us, including any attachments, without making a copy.

THIS IS **EXHIBIT "17"** REFERRED TO IN
THE AFFIDAVIT OF REMY CARUSO
SWORN BEFORE ME THIS 29TH
DAY OF AUGUST, 2023



Commissioner for Taking Affidavits etc./Notary Public

JOEY JAMIL

PAYOUT STATEMENT

August 15, 2023

1000093910 ONTARIO INC.
 VIA E-MAIL ONLY

Attention: Ravi Aurora, Akash Aurora & Nakul Aurora

RE: Loan Number: 70094 & 70095
Security Address: 20 Regina Rd, Vaughan, ON

Dir Sirs/Mesdames:

Please be advised that the balance outstanding under the above captioned mortgage loan is as follows:

Statement Due Date	August 15, 2023
Anticipated Payout Statement	August 15, 2023
Outstanding Principal Balance	\$19,000,000.00
Missed Interest Payment- August 1st	\$167,884.41
Interest Payment for 15 days	\$83,547.95
Discharge Fee	\$500.00
Forbearance Legal Fees	\$3,390.00
Discharge Legal Fees	\$1,356.00
Statement Fee	\$450.00
Forbearance Fee	\$25,000.00
Net Amount Required for Discharge on August 15, 2023	\$19,282,128.36
Per Diem Interest and Late Charge	\$5,569.86

This statement has been prepared on the assumption that all payments up to July 1, 2023, is made and honoured by the bank and is subject to the correction of any errors or omissions. Any amounts charged to the mortgage account subsequent to the preparation date of this statement including payment of property taxes, dishonoured payments, and payments credited in error are the responsibility of the Borrower and shall be added to the 'Net Amount Required for Discharge' set out in this statement.

Per Diem interest will accrue after 2:00 pm EST on the statement due date. Any payment received after 2:00 pm shall be deemed to have been made and received on the next bank business day and we will be entitled to interest on the amount due. This statement is effective until August 15, 2023. If the loan is not paid out within that time, a new payout statement is required. There will be an additional fee of \$150.00 per statement.

Please WIRE the funds to 'Peakhill Capital Inc.', NO CHEQUES are accepted at this time. Banking details are attached. Please forward the necessary Discharge Documents and a release of the PPSA (if applicable) to this office (10 King Street East, Unit 401, Toronto, ON, M5C 1C3) or via email (remycaruso@peakhillcapital.com).

We trust that you will find the above in order, but should you have any questions please contact the undersigned.

Sincerely,

Peakhill Capital Inc.



Anitha Jesudasan
416-363-7325 ext. 129
anithajesudasan@peakhillcapital.com



Remy Caruso
416-363-7325 ext. 102
remycaruso@peakhillcapital.com

BANKING DETAILS

Banking details for Peakhill Capital Inc. as follows:

Peakhill Capital Inc. (Trust Account), CAD Incoming Wire and EFT Instructions

For Incoming CAD Wire Payments:

Beneficiary Bank: BMO Bank of Montreal
S.W.I.F.T. BIC CODE: BOFMCAM2
CC Code: 000100022

Beneficiary Bank Address:
Toronto Main Branch (Transit 00022), 100 King Street West, Toronto, Ontario, Canada, M5X 1A1

Beneficiary Name: Peakhill Capital Inc.
Beneficiary Account#: 00021656324
Beneficiary Address: 2828 Bathurst Street, Suite 500, North York, Ontario, Canada, M6B 3A7

THIS IS **EXHIBIT "18"** REFERRED TO IN
THE AFFIDAVIT OF REMY CARUSO
SWORN BEFORE ME THIS 29TH
DAY OF AUGUST, 2023



Commissioner for Taking Affidavits etc./Notary Public

JOEY JAMIL

STATUTORY DECLARATION

IN THE PROVINCE OF ONTARIO) **IN THE MATTER OF** a Commitment Letter dated April
) 1, 2022 between Peakhill Capital Inc. (the “**Chargee**”) and
TO WIT:) 1000093910 Ontario Inc. (the “**Corporation**”) relating to
) a loan in the principal amount of \$19,000,000 secured by,
) among other things, a charge (the “**Charge**”) registered
) against the lands and premises municipally known as 20
) Regina Road, Vaughan, Ontario and legally described in
) Schedule “A” hereto (the “**Property**”) and guaranteed by
) Ravi Aurora, Nick Aurora and Akash Aurora (collectively,
) the “**Covenantors**”)

I, Ravi Aurora, of the City of Vaughan in the Province of Ontario, **SOLEMNLY DECLARE THAT:**

1. I am the President of the Corporation, the registered and beneficial owner of the Property, and as such have knowledge of the facts and matters hereinafter deposed to.
2. The Corporation is not now and at the date of closing will not be a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).
3. For the purposes of the *Family Law Act*, the ownership of shares of the Corporation or the Covenantors does not entitle the owner thereof to the occupation of the Property and no officer, director or shareholder of the Corporation or the Covenantors or his or her spouse has occupied any part of the Property as their family residence within the meaning of the *Family Law Act*.
4. There are no construction liens registered against the Property. There have been no improvements to the Property for a period of ninety (90) days prior to the date hereof and all trades, subtrades, contractors and suppliers who have been engaged in any work related to the Property have been paid in full and no right of lien exists in respect of such work or materials.
5. There are no executions in the Sheriff’s hands affecting the Property to my knowledge.
6. No part of the Property nor any building or other erection on the Property has been condemned, taken or expropriated by any provincial, municipal or other competent authority and no alteration, repair, improvement or other work has been ordered or directed to be done or performed to or in respect of the Property or any building or erection thereon or to any of the plumbing, heating, water, drainage or electrical systems, fixtures or works of the same by any municipal, provincial or other competent authority.
7. No municipal, provincial or other competent authority has made any order or other provision respecting the use or occupation of the Property or any buildings or erection thereon other than municipal by laws of general application. The buildings situate on the Property and the use of the Property are in compliance with such by laws.
8. There is no claim or charge against the Property or any building or erection thereon or against the Corporation for the expense of anything done or erection of any of its appurtenances by any municipal, provincial or other competent authority.
9. There is no encumbrance or lien, including a governmental super priority lien, registered, or to the best of my knowledge and belief contemplated, against the Property or the Corporation nor is

- 2 -

there, to the best of my knowledge and belief, any circumstance that could give rise to a governmental super priority lien.

10. During the time the Corporation has been the owner of the Property there have been no additions to the buildings nor any change in the location of the fences of the Property from the survey provided to the Chargee, if applicable, or otherwise.
11. There is nothing owing in respect of the Property or the buildings thereon by the owners or occupant to the municipal corporation, or to any other corporation or commission owning or operating a public utility, for water, gas, electrical power or energy, steam or hot water or for the use thereof or for fittings, machines, apparatus, meters or other things leased in respect thereof or for any work or service performed by such corporation or commission in connection with such public utilities (except currently accruing utilities' bills).
12. There is no claim or charge against the Property or the buildings thereon under the provisions of the *Public Health Act* for the expense of anything done or directed to be done on the Property or buildings by the Board of Health or by any other person or authority under said Act by way of installing sanitary conveniences, or of abating a nuisance, or in respect of any other act or thing done or directed to be done under the provisions of said Act.
13. All buildings and other erections upon the Property have been fully completed, together with all necessary connections for sewers, and for the supply of water, gas and electric power and energy; and all accounts for work and service performed and materials placed or furnished upon or in respect of the Property or any building or erection thereon have been fully paid and satisfied.
14. No acknowledgement of title has ever been given by us or, so far as we are aware, by anyone else in respect of any right, title, interest or claim upon the Property, save and except as disclosed by the registered title and save and except the interests of the beneficial owner.
15. This declaration and the registered title to the Property fully and fairly disclose all facts material to the title claimed by the Corporation and all contracts and dealings which affect the same or any part thereof so far as I have any knowledge thereof. I am not aware of any encroachment on the Property and I have never heard of any claim or easement affecting the Property either for light, drainage, right-of-way or otherwise save as noted on the registered title to the Property.
16. All local and municipal zoning, restrictive or land use by-laws and regulations and all applicable provincial and federal enactments and regulations have been fully complied with in all material respects insofar as they apply to the Property. There is no action or proceeding pending before any court, quasi-judicial body or administrative agency relating to the current use of the Property.
17. I am not aware of any unsatisfied or unfulfilled orders or directions of any municipal, provincial or other competent authority including without limitation, any work orders or notices or violations from the city Building Department, any fire work order from the city Fire Department or Ontario Fire Marshall's Office for any alteration, improvement or other work to be done or performed on the Property or to any plumbing, heating, water, drainage or electrical systems, elevators, fixtures or works located on the Property.
18. All realty taxes and utilities on the Property have been paid up to the date hereof, and there are no outstanding charges in respect of any accounts registered in connection with the Property for any such matters to date.

- 3 -

19. All HST, PST, QST (or similar tax) and governmental source deductions relating to the Corporation and the Property are paid to date.
20. As at the date hereof, there are not in, on, under or about the Property or the buildings therein or any part thereof any contaminants, toxic, dangerous or hazardous substances (collectively called "**Dangerous Substances**") including, without limitation, urea formaldehyde foam insulation, asbestos fireproofing insulation, polychlorinated byphenyls (PCBs) or radioactive materials and neither the Property nor any adjacent lands have been ever been used as or for a waste disposal or coal gasification site, nor have they ever contained any underground storage tanks, and further the use of the Property has not involved the handling of Dangerous Substances.
21. All furnishings, equipment (excluding laundry equipment which is leased), appliances, fixtures and chattels situate on or about the Property that could reasonably be considered part of the Property and used in connection therewith save and except for those owned by the tenants of the Property have been paid for in full and there are no liens, claims or charges affecting same.
22. All heating and air conditioning systems situate on the Property and used in connection therewith have been paid for in full and there are no liens, claims or charges affecting same.
23. The Corporation does not retain the fee or the equity of redemption in, or a power or right to grant, assign or exercise a power of appointment with respect to any lands abutting the Property. In particular, the Corporation is neither the registered nor beneficial owner of any abutting land to the Property.
24. The rent roll attached hereto as Schedule "B" is a complete and accurate current list of all of the tenants (the "**Tenants**") at the Property. Each of the Tenants is paying full rent in accordance with the provisions of their respective lease, and in accordance with the figures indicated in Schedule "B" and there are no defaults under such leases. Each of the Tenants has been paid any and all amounts required to be paid to them by way of rebates and interest on prepaid rents with none of the Tenants being able to claim any rights of set-off against the Corporation.
25. If applicable, there are no outstanding orders or decisions made by the Minister of Housing or any board or commission with respect to the Property or any residential rental unit or units on the Property and all rents have been established pursuant to and in full compliance with the provisions and requirements of each of the *Residential Tenancies Act* (Ontario), and all predecessor legislation.
26. I am not aware of any person, firm or corporation having any claim or interest in the Property or any part thereof adverse to or inconsistent with the title, including, without limitation, any unregistered easements. There is no default so far as I am aware by the Corporation or to my knowledge, by any other party, under any agreement or registration on title to the Property as of the date hereof, and all agreements and matters registered on title to the Property have been complied with by the Corporation and, to my knowledge, the parties thereto and in all material ways and are in good standing as of the date hereof.
27. I acknowledge that, after payment to any secured or unsecured creditor for which there is evidence of a debt as we direct, our solicitors will pay the proceeds of the transaction to the Corporation, being the registered owner of the Property.
28. To the best of my knowledge and belief, the statements and opinions contained or expressed herein are true and accurate as of the date hereof. I acknowledge that the Chargee is relying upon

all matters contained herein in connection with the Property and the advance of funds thereunder and the Chargee is entitled to rely upon this declaration for such purposes from time to time.

29. I am at least 18 years old.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED before me at the City of Toronto, in the Province of Ontario, this 14 day of April, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Mark G. Baker

A Commissioner for Oaths, etc.

Ravi Aurora

Ravi Aurora

SCHEDULE "A"

LEGAL DESCRIPTION

PIN 03221-0039 PCL 3-1 SEC 65M2720; BLK 3 PL 65M2720 ; S/T LT576260,LT576262 VAUGHAN

SCHEDULE "B"

RENT ROLL

RENT ROLL 20 REGIN							
Unit #	Type	Tenant	Square Ft	Term	Base Rent/sq'	TMI/sq'	
1	Office Space	Insurance Company	9000	5 + 5	\$ 25.00	\$ 4.50	
2	Industrial	Quartz Supplier	25000	10 + 5	\$ 16.50	\$ 4.50	
3	Industrial	Vinyl Co.	29000	5 + 1 +1	\$ 16.50	\$ 4.50	
TOTAL			63000				

IA RD.

Total Base Rent	Total TMI	Total MTHY	Total YEAR
\$ 225,000.00	\$ 40,500.00	\$ 22,125.00	\$ 265,500.00
\$ 412,500.00	\$ 112,500.00	\$ 43,750.00	\$ 525,000.00
\$ 478,500.00	\$ 130,500.00	\$ 50,750.00	\$ 609,000.00
\$ 1,116,000.00	\$ 283,500.00	\$ 116,625.00	\$ 1,399,500.00

THIS IS **EXHIBIT "19"** REFERRED TO IN
THE AFFIDAVIT OF REMY CARUSO
SWORN BEFORE ME THIS 29TH
DAY OF AUGUST, 2023



Commissioner for Taking Affidavits etc./Notary Public

JOEY JAMIL

TERMINATION AGREEMENT RE LEASE

THIS AGREEMENT is made as of the ____ day of April, 2022

FROM:

1000093910 ONTARIO INC.

(hereinafter called the “**Borrower**”)

and

COUNTERTOP SOLUTIONS INC.

(hereinafter called the “**Tenant**”)

IN FAVOUR OF:

PEAKHILL CAPITAL INC.

(hereinafter called the “**Lender**”)

WHEREAS the Borrower and the Tenant have entered into a lease agreement dated as of April 13, 2022 (as amended, amended and restated, renewed, extended, supplemented, replaced, or otherwise modified from time to time, the “**Lease**”), wherein the Borrower has agreed to lease to the Tenant a portion of the property located on the lands and premises municipally known as 20 Regina Road, Vaughan, Ontario and legally described as PCL 3-1 SEC 65M2720; BLK 3 PL 65M2720 ; S/T LT576260,LT576262 VAUGHAN (the “**Property**”);

AND WHEREAS in consideration of the Lender making a loan to the Borrower under a commitment letter dated April 1, 2022 (the “**Commitment Letter**”) upon the security of, among other things, a charge (the “**Charge**”) and a notice of general assignment of rents (the “**Notice**”) in favour of the Lender and securing the Property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and Tenant hereby agrees as follows:

1. Upon the occurrence of an Event of Default, as defined in the Charge, the Lender may, at its option, terminate the Lease at any time thereafter by notice in writing to the Tenant and the Borrower.
2. Each agreement and obligation of any of the parties hereto in this Agreement, even if not expressed as a covenant, is considered for all purposes to be a covenant.
3. The headings preceding the text of the sections and subsections hereof as well as the section numbers and references themselves are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect. Unless something in the subject matter is inconsistent therewith, the references herein to articles and sections are to articles and sections of this Agreement.

4. This Agreement and everything herein contained shall extend to and bind the heirs, executors, administrators, successors and assigns of the Borrower and Tenant and shall enure to the benefit of the successors and assigns of the Lender.

[Signatures to Follow on Next Page]

IN WITNESS WHEREOF the Borrower and Tenant have duly executed this Agreement on the day and year first above written.

1000093910 ONTARIO INC.

Per: *Ravi Aurora*

Name: Ravi Aurora

Title: President

I have authority to bind the Corporation

COUNTERTOP SOLUTIONS INC.

Per: *Ravi Aurora*

Name: Ravi Aurora

Title: President

I have authority to bind the Corporation

THIS IS **EXHIBIT "20"** REFERRED TO IN
THE AFFIDAVIT OF REMY CARUSO
SWORN BEFORE ME THIS 29TH
DAY OF AUGUST, 2023



Commissioner for Taking Affidavits etc./Notary Public

JOEY JAMIL

Court File No.: CV-23-00004031-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

PEAKHILL CAPITAL INC.

Applicant

-and-

1000093910 ONTARIO INC.

Respondent

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

CONSENT

KSV RESTRUCTURING INC., a licensed insolvency trustee, hereby agrees to act as
Receiver of the property, assets and undertakings of the Respondent, 1000093910 Ontario Inc.

Dated at Toronto, Ontario 29th day of August, 2023.

KSV RESTRUCTURING INC.

Per: 
Name: Noah Goldstein
Title: Managing Director

PEAKHILL CAPITAL INC. - and- **1000093910 ONTARIO INC.**

Applicant

Respondent

Court File No.: CV-23-00004031-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT NEWMARKET

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

CONSENT

ROBINS APPLEBY LLP

Barristers + Solicitors
2600 - 120 Adelaide Street West
Toronto, ON M5H 1T1

Dominique Michaud LSO No. 56871V

Email: dmichaud@robapp.com
Tel: (416) 360-3795

Joey Jamil LSO No. 74614L

Email: jjamil@robapp.com
Tel: (416) 360-3783

Lawyers for the Applicant

PEAKHILL CAPITAL INC. - and- **1000093910 ONTARIO INC.**

Applicant

Respondent

Court File No.: CV-23-00004031-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT NEWMARKET

AFFIDAVIT OF REMY CARUSO

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

Dominique Michaud LSO No. 56871V
Email: dmichaud@robapp.com
Tel: (416) 360-3795

Joey Jamil LSO No. 74614L
Email: jjamil@robapp.com
Tel: (416) 360-3783

Lawyers for the Applicant

Court File No.:CV-23-00004031-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

PEAKHILL CAPITAL INC.

Applicant

-and-

1000093910 ONTARIO INC.

Respondent

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

ORDER
(Appointing Receiver)

THIS APPLICATION made by Peakhill Capital Inc. (“**Peakhill**” or the “**Lender**”) 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. (“**KSV**”) as receiver and manager (in such capacities, the “**Receiver**”) over the Respondent, 1000093910 Ontario Inc. (the “**Debtor**”), and all of the assets, undertakings and properties of the Debtor, including the property municipally known as 20 Regina Road, Vaughan, Ontario (the “**Property**”) with the legal description set out in Schedule "A", and all other property, assets and undertakings relating thereto, acquired for, or used in relation to a business carried on by the Debtor, and for other relief, was heard this day by way of video-conference.

ON READING the affidavit of Remy Caruso dated August 29, 2023 and the Exhibits thereto, and on hearing the submissions of counsel acting for the Applicant and such other parties as were present, and on reading the consent of KSV 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 is hereby appointed Receiver, without security, over the Debtor and all of the assets, undertakings, and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof, and including the Property set out in Schedule "A" and all proceeds thereof.

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 undertake environmental assessments of the Property;
- (j) 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;
- (k) 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;

- (l) 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 \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$250,000.00; 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;
- (m) 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;
- (n) 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;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (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.
- (t) 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, limited partners 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 \$500,000.00 (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: [to be provided]

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.

RETENTION OF LAWYERS

27. **THIS COURT ORDERS** that the Receiver may retain lawyers, including the Applicant's lawyers, to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including without limitation, those conferred by this Order. Such lawyers may be the lawyers for the Applicant herein, in respect of any aspect, where the Receiver is satisfied that there is no actual or potential conflict of interest.

GENERAL

28. **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.

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

30. **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.

31. **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.

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

33. **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.

SCHEDULE "A" THE PROPERTY

PIN: 03221-0039 (LT)

DESCRIPTION: PCL 3-1 SEC 65M2720; BLK 3 PL 65M2720 ; S/T
LT576260,LT576262 VAUGHAN

Address: 20 Regina Road, Vaughan, Ontario

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the receiver (the "**Receiver**") over 1000093910 Ontario Inc. (the "**Debtor**") and all of the assets, undertakings and property of the Debtor municipally known as 20 Regina Road, Vaughan, Ontario (the "**Property**"), appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the _____, 2023 (the "**Order**") made in an application having Court file number CV-_____, 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 _____, 20__.

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

Per: _____
Name: Noah Goldstein
Title: Managing Director

PEAKHILL CAPITAL INC. - and- **1000093910 ONTARIO INC.**

Applicant

Respondent

Court File No. CV-23-00004031-0000:

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT NEWMARKET

ORDER

ROBINS APPLEBY LLP

Barristers + Solicitors

2600 - 120 Adelaide Street West

Toronto, ON M5H 1T1

Dominique Michaud LSO No. 56871V

Email: dmichaud@robapp.com

Tel: (416) 360-3795

Joey Jamil LSO No. 74614L

Email: jjamil@robapp.com

Tel: (416) 360-3783

Lawyers for the Applicant

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

Court File No.:

**ONTARIO
SUPERIOR COURT OF JUSTICE**

COMMERCIAL LIST

~~THE HONOURABLE-) WEEKDAY, THE #
JUSTICE-) DAY OF MONTH, 20YR~~

PLAINTIFF[†]

Plaintiff

BETWEEN:

PEAKHILL CAPITAL INC.

Applicant

- and -

DEFENDANT

Defendant

1000093910 ONTARIO INC.

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND
INSOLVENCY ACT, R.S.C. 1985, c.B-3, AS AMENDED AND SECTION 101 OF THE

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

COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED

ORDER

~~(appointing)~~Appointing Receiver)

~~THIS MOTION~~APPLICATION made by Peakhill Capital Inc. ("Peakhill" or the Plaintiff²"Lender") 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 ~~[RECEIVER'S NAME]~~KSV Restructuring Inc. ("KSV") as receiver ~~[and manager]~~ (in such capacities, the "Receiver") ~~without security, of~~over the Respondent, 1000093910 Ontario Inc. (the "Debtor"), and all of the assets, undertakings and properties of [DEBTOR'S NAME] (the "Debtor"), including the property municipally known as 20 Regina Road, Vaughan, Ontario (the "Property") with the legal description set out in Schedule "A", and all other property, assets and undertakings relating thereto, acquired for, or used in relation to a business carried on by the Debtor, and for other relief, was heard this day ~~at 330 University Avenue, Toronto, Ontario~~by way of video-conference.

ON READING the affidavit of ~~[NAME] sworn [DATE]~~Remy Caruso dated August 29, 2023 and the Exhibits thereto, and on hearing the submissions of counsel acting for [NAMES], ~~no one appearing for [NAME] although duly served as appears from the affidavit of service of [NAME] sworn [DATE]~~the Applicant and such other parties as were present, and on reading the consent of ~~[RECEIVER'S NAME]~~KSV to act as the Receiver,

SERVICE

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

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application Record is hereby abridged and validated³ so that this ~~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, ~~[RECEIVER'S NAME]~~KSV is hereby appointed Receiver, without security, ~~efover the Debtor and~~ all of the assets, undertakings, and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof ~~(, and including the "Property")~~ set out in Schedule "A" and all proceeds thereof.

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,

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

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 undertake environmental assessments of the Property;](#)
- (j) ~~(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.⁴ The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

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

(k) ~~(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;

(l) ~~(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 \$~~_____~~50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$~~_____~~250,000.00; and

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

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

(m) ~~(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;

(n) ~~(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;

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

- (o) ~~(#)~~ to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (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.
- (t) 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, limited partners 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.⁶

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

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 \$ ~~_____~~ 500,000.00 (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 "AB" 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 ~~@~~: [to be provided]

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.

RETENTION OF LAWYERS

27. THIS COURT ORDERS that the Receiver may retain lawyers, including the Applicant's lawyers, to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including without limitation, those conferred by this Order. Such lawyers may be the lawyers for the Applicant herein, in respect of any aspect, where the Receiver is satisfied that there is no actual or potential conflict of interest.

GENERAL

28. ~~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.

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

30. ~~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.

31. ~~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.

32. ~~31.~~ **THIS COURT ORDERS** that the PlaintiffApplicant shall have its costs of this ~~motion~~application, up to and including entry and service of this Order, provided for by the terms of the PlaintiffApplicant's security or, if not so provided by the PlaintiffApplicant'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.

33. ~~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.

=

DOCSTOR: 17717428

SCHEDULE "A" THE PROPERTY

PIN: 03221-0039 (LT)

DESCRIPTION: PCL 3-1 SEC 65M2720; BLK 3 PL 65M2720 ; S/T
LT576260,LT576262 VAUGHAN

Address: 20 Regina Road, Vaughan, Ontario

SCHEDULE "AB"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~ KSV Restructuring Inc., the receiver (the "Receiver") over 1000093910 Ontario Inc. (the "Debtor") and all of the assets, undertakings and ~~properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively,~~ property of the Debtor municipally known as 20 Regina Road, Vaughan, Ontario (the "Property"), appointed by Order of the Ontario Superior Court of Justice (~~Commercial List~~) (the "Court") dated the ~~___-day of~~ ___, ~~20__~~ 2023 (the "Order") made in an ~~action~~ application having Court file number ~~__CV-CL-~~ _____, 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 _____, 20__.

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

Per: _____

Name: Noah Goldstein

Title: Managing Director

PEAKHILL CAPITAL INC. - and- 1000093910 ONTARIO INC.

Applicant

Respondent

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT NEWMARKET

ORDER

ROBINS APPLEBY LLP

Barristers + Solicitors

2600 - 120 Adelaide Street West

Toronto, ON M5H 1T1

Dominique Michaud LSO No. 56871V

Email: dmichaud@robapp.com

Tel: (416) 360-3795

Joey Jamil LSO No. 74614L

Email: jjamil@robapp.com

Tel: (416) 360-3783

Lawyers for the Applicant

Document comparison by Workshare Compare on August 30, 2023 11:09:31 AM

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Description	#8824064v1<robapp-mobility-ca.imatege.work> - Receivership Order - Court Model
Document 2 ID	iManage://robapp-mobility-ca.imatege.work/ACTIVE/8824014/1
Description	#8824014v1<robapp-mobility-ca.imatege.work> - Draft Order - Applicant - Peakhill
Rendering set	Standard

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Style changes	0
Format changes	0
Total changes	208

PEAKHILL CAPITAL INC. - and - 1000093910 ONTARIO INC.

Applicant

Respondent

Court File No.: CV-23-00004031-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT NEWMARKET**

APPLICATION RECORD

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

Dominique Michaud LSO No. 56871V
Email: dmichaud@robapp.com
Tel: (416) 360-3795

Joey Jamil LSO No. 74614L
Email: jjamil@robapp.com
Tel: (416) 360-3783

Lawyers for the Applicant