

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

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE INC.

Applicants

**APPLICATION RECORD
(Returnable January 23, 2024)
Volume 2 of 2**

January 23, 2024

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Lawyers for the Applicants

TO: THE ATTACHED SERVICE LIST

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

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE INC.

Applicants

SERVICE LIST

As at January 23, 2024	
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KSV RESTRUCTURING INC. 220 Bay Street, 13th Floor Toronto, ON M5J 2W4 <i>The Proposed Monitor</i>	Noah Goldstein Tel: (416) 932-6207 Email: ngoldstein@ksvadvisory.com David Sieradzki Tel: (416) 932-6030 Email: dsieradzki@ksvadvisory.com Christian Vit Tel: (647) 848-1350 Email: cvit@ksvadvisory.com

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<p>CHAITONS LLP 5000 Yonge Street, 10th Floor Toronto, ON M2N 7E9</p> <p><i>The Proposed Lender Representative Counsel</i></p>	<p>Harvey Chaiton Tel: (416) 218-1129 Email: harvey@chaitons.com</p> <p>George Benchetrit Tel: (416) 218-1141 Email: george@chaitons.com</p>
<p>HOWARDS CAPITAL CORP. 4482 Hayes Road Kelowna, BC V1W 5A7</p> <p><i>The Proposed Financial Advisor</i></p>	<p>Howard Steinberg Email: howard@howardscapital.com</p>
<p>BLAKE, CASSELS & GRAYDON LLP 199 Bay Street Suite 4000, Commerce Court West Toronto, ON M5L 1A9</p> <p><i>Lawyers for the Proposed Financial Advisor</i></p>	<p>Chris Burr Tel: (416) 863-3261 Email: chris.burr@blakes.com</p> <p>Daniel Loberto Tel: (416) 863-2937 Email: daniel.loberto@blakes.com</p>
<p>DEPARTMENT OF JUSTICE (CANADA) Ontario Regional Office, Tax Law Section 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1</p>	<p>Pat Confalone Tel: (416) 954-6514 Email: pat.confalone@justice.gc.ca</p> <p>Edward Park Tel: (647) 292-9368 Email: edward.park@justice.gc.ca</p>
<p>ONTARIO MINISTRY OF FINANCE (INSOLVENCY UNIT) Ministry of Finance – Legal Services Branch 11-777 Bay Street Toronto, ON M5G 2C8</p>	<p>Leslie Crawford Email: leslie.crawford@ontario.ca</p> <p>Copy to: insolvency.unit@ontario.ca</p>

CANADA REVENUE AGENCY 1 Front Street West Toronto, ON M5J 2X6	Pat Confalone Tel: (416) 954-6514 Email: pat.confalone@cra-arc.gc.ca Sandra Palma Email: sandra.palma@cra-arc.gc.ca
LIFT CAPITAL INCORPORATED 2939 Portland Drive, 2nd Floor Oakville, ON L6H 5S4	Avinash Rajkumar Email: avinash@liftcap.ca
OLYMPIA TRUST COMPANY 520 3rd Avenue SW, Suite 4000 Calgary, AB T2P 0R3	
THE LION'S SHARE GROUP INC. 35 Main Street N Waterdown, ON L8B 1R4	Claire Drage Email: claire@thewindrosegroup.ca
THE WINDROSE GROUP 7 Innovation Drive Dundas, ON L9H 7H9	Claire Drage Email: claire@thewindrosegroup.ca
THE MORTGAGE ALLIANCE COMPANY OF CANADA 200 - 2005 Sheppard Avenue E Toronto, ON M2J 5B4	Claire Drage Email: cdrage@mortgagealliance.com

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ngoldstein@ksvadvisory.com; dsieradzki@ksvadvisory.com; cvit@ksvadvisory.com;
rjacobs@cassels.com; jbellissimo@cassels.com; harvey@chaitons.com; george@chaitons.com;
howard@howardscapital.com; chris.burr@blakes.com; daniel.loberto@blakes.com;
pat.confalone@justice.gc.ca; edward.park@justice.gc.ca; leslie.crawford@ontario.ca;
insolvency.unit@ontario.ca; pat.confalone@cra-arc.gc.ca; sandra.palma@cra-arc.gc.ca;
avinash@liftcap.ca; claire@thewindrosegroupp.ca; cdrage@mortgagealliance.com

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TAB G

THIS IS **EXHIBIT "G"** REFERRED TO IN THE AFFIDAVIT
OF ROBERT CLARK, SWORN BEFORE ME
THIS 23RD DAY OF JANUARY, 2024.

Joshua Foster

JOSHUA FOSTER

A Commissioner for taking Affidavits
(or as may be)

PROPERTY DESCRIPTION: PCL 1723 SEC SES; LOT 109 AND NORTHERLY 10 FEET OF LOT 108 ON PLAN M109, CITY OF SUDBURY

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1993/04/05

OWNERS' NAMES
HOMETOWN HOUSING INC.

CAPACITY SHARE

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 1993/04/05 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1993/04/05**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</p>						
SD418546	2021/04/07	TRANSFER	\$186,439	UPGRADE HOUSING INC.	HOMETOWN HOUSING INC.	C
SD474024	2023/04/18	CHARGE	\$440,000	HOMETOWN HOUSING INC.	OLYMPIA TRUST COMPANY OLYMPIA TRUST COMPANY	C
SD474025	2023/04/18	NO ASSGN RENT GEN		HOMETOWN HOUSING INC.	OLYMPIA TRUST COMPANY OLYMPIA TRUST COMPANY	C
REMARKS: SD474024						

LAND
REGISTRY
OFFICE #53

02133-0136 (LT)

PREPARED FOR ALEXANDRA01
ON 2024/01/12 AT 10:55:02

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

PROPERTY DESCRIPTION: LOT 165, PLAN 47S CITY OF SUDBURY

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK 8

PIN CREATION DATE:
1993/04/05

OWNERS' NAMES
HOMETOWN HOUSING 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 1993/04/05 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1993/04/05**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</p> <p>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</p> <p>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</p> <p>** CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1993/04/05 **</p>						
SD375691	2019/05/17	TRANSFER	\$132,000	LACROIX, AURELE	HOMETOWN HOUSING INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
SD479932	2023/07/25	CHARGE	\$328,500	HOMETOWN HOUSING INC.	NGUYEN, MINH TAM HOANG	C
SD479933	2023/07/25	NO ASSGN RENT GEN		HOMETOWN HOUSING INC.	NGUYEN, MINH TAM HOANG	C
REMARKS: SD479932						

PROPERTY DESCRIPTION: LT 19 PL 1703 KORAH; SAULT STE. MARIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/09/26

OWNERS' NAMES
THE PINK FLAMINGO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2005/09/26 **						
J1703	1901/10/22	PLAN SUBDIVISION				C
REMARKS: J1703=PL1703						
AL227818	2021/05/10	TRANSFER	\$119,000	RITACCO, MARIO RITACCO, ANTOINETTE	THE PINK FLAMINGO INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AL233659	2021/08/17	CHARGE	\$103,473	THE PINK FLAMINGO INC.	OLYMPIA TRUST COMPANY	C
AL233660	2021/08/17	NO ASSGN RENT GEN		THE PINK FLAMINGO INC.	OLYMPIA TRUST COMPANY	C
REMARKS: AL233659						

PROPERTY DESCRIPTION: LOT 9 PL 951; WELLAND

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1998/11/23

OWNERS' NAMES
NEAT NESTS 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 1998/11/23 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1998/11/23**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</p> <p>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</p> <p>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</p> <p>** CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1998/11/23 **</p>						
SN625868	2020/04/08	TRANSFER	\$205,000	2524498 ONTARIO LTD.	NEAT NESTS INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
SN625869	2020/04/08	CHARGE	\$205,000	NEAT NESTS INC.	COMMUNITY TRUST COMPANY	C
SN709463	2022/01/19	TRANSFER OF CHARGE		COMMUNITY TRUST COMPANY	OLYMPIA TRUST COMPANY	C
REMARKS: SN625869						

PROPERTY DESCRIPTION: LT 305 PL 426 BERTIE; LT 306 PL 426 BERTIE; FORT ERIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2000/12/18

OWNERS' NAMES
HORSES IN THE BACK INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2000/12/18 **						
RO257210	1976/04/14	BYLAW DEEM PLNP				C
SN647224	2020/10/22	TRANSFER	\$280,000	REA, SHAWN SEBASTIAN	HORSES IN THE BACK INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
SN759298	2023/03/07	CHARGE	\$328,000	HORSES IN THE BACK INC.	GIANNATSELIS, PETER	C
SN759300	2023/03/07	NO ASSGN RENT GEN		HORSES IN THE BANK INC.	GIANNATSELIS, PETER	C
REMARKS: SN759298						
SN790235	2024/01/04	APL GOVT ORDER		THE CORPORATION OF THE TOWN OF FORT ERIE		C

PROPERTY DESCRIPTION: PCL 3272 SEC SES; PT LT 11 CON 4 HAGAR AS IN EP5105 EXCEPT LT60008; S/T LT60008; MARKSTAY-WARREN

PROPERTY REMARKS: PLANNING ACT STATEMENTS AS IN LT865632. CROWN GRANT SEE EP5105.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE
RECENTLY: FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2003/11/24

OWNERS' NAMES: THE MULLIGAN INC.
CAPACITY SHARE: ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
LT694815	1990/12/07	NOTICE				C
SD415692	2021/02/25	TRANSFER <i>REMARKS: PLANNING ACT STATEMENTS.</i>	\$660,000	1679408 ONTARIO LIMITED	THE MULLIGAN INC.	C
SD415693	2021/02/25	CHARGE	\$660,000	THE MULLIGAN INC.	STIGTER, ARIS O'BRIEN, CHRISTOPHER O'BRIEN, DENISE	C
SD415694	2021/02/25	NO ASSGN RENT GEN <i>REMARKS: SD415693</i>		THE MULLIGAN INC.	STIGTER, ARIS O'BRIEN, CHRISTOPHER O'BRIEN, DENISE	C
SD486001	2023/10/20	NOTICE <i>REMARKS: SD415693</i>		INTERLUDE INC.	STIGTER, ARIS O'BRIEN, CHRISTOPHER O'BRIEN, DENISE	C

PROPERTY DESCRIPTION: PCL 6116 SEC SES LT 190 PLAN M60; PT OF A LANE PLAN M60 NOW CLOSED PT 1 53R8887 SUBJECT TO 480229, 480230 CITY OF SUDBURY

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1993/05/03

OWNERS' NAMES
BALBOA INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1993/05/03 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1993/05/03						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
53R8887	1980/04/22	PLAN REFERENCE				C
LT480229	1980/05/28	TRANSFER EASEMENT			BELL CANADA	C
LT480230	1980/05/28	TRANSFER EASEMENT			NORTHERN AND CENTRAL GAS CORPORATION LIMITED	C
LT508356	1982/05/18	APL (GENERAL)				C
53R15819	1996/11/08	PLAN REFERENCE				C
LT885595	1999/08/20	TRANSFER OF CHARGE		CIBC MORTGAGES INC.	ROYAL BANK OF CANADA	C
SD455348	2022/07/11	TRANS PERSONAL REP	\$250,000	GIROUX, ANDY	BALBOA INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
SD455349	2022/07/11	CHARGE	\$250,000	BALBOA INC.	OLYMPIA TRUST COMPANY	C
SD455350	2022/07/11	NO ASSGN RENT GEN		BALBOA INC.	OLYMPIA TRUST COMPANY	C
REMARKS: SD455349						

PROPERTY DESCRIPTION: PCL 3961 SEC CST; LT 63 PL M111TIM TECK SRO; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/05/24

OWNERS' NAMES
BALBOA INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
DT82674	2022/06/22	TRANSFER <i>REMARKS: PLANNING ACT STATEMENTS.</i>	\$200,000	SCHUESSLER, PETER	BALBOA INC.	C
DT82675	2022/06/22	CHARGE	\$200,000	BALBOA INC.	PERREY, NATHAN PERREY, JACKLYN	C
DT82676	2022/06/22	NO ASSGN RENT GEN <i>REMARKS: DT82675.</i>		BALBOA INC.	PERREY, NATHAN PERREY, JACKLYN	C

LAND
REGISTRY
OFFICE #6

65422-1392 (LT)

PAGE 1 OF 1
PREPARED FOR JPetrovic
ON 2024/01/03 AT 11:34:24

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

PROPERTY DESCRIPTION: PCL 6828 SEC SEC SRO; LT 229 PL M51T MOUNTJOY RESERVING TO THE ONTARIO NORTHLAND TRANSPORTATION COMMISSION THE RIGHT TO CROSS SAID LAND IN ACCORDANCE WITH THE TERMS OF AN ORDER OF THE LIEUTENANT-GOVERNOR IN COUNCIL, DATED 13TH JANUARY, 1910; CITY OF TIMMINS

PROPERTY REMARKS: CROWN GRANT SEE SNP693, SNP695.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE
RECENTLY: FIRST CONVERSION FROM BOOK

PIN CREATION DATE: 2004/06/21

OWNERS' NAMES: BALBOA INC.
CAPACITY SHARE: ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CB177335	2022/07/06	TRANSFER	\$300,000	DUCHARME, JEAN-MARC DUCHARME, CAROLE	BALBOA INC.	C
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>				
CB177595	2022/07/15	CHARGE	\$240,000	BALBOA INC.	CLASSEN, LAUREN	C
CB177596	2022/07/15	NO ASSGN RENT GEN		BALBOA INC.	CLASSEN, LAUREN	C
		<i>REMARKS: CB177595</i>				

LAND
REGISTRY
OFFICE #6

65422-1435 (LT)

PAGE 1 OF 1
PREPARED FOR ALEXANDRA01
ON 2024/01/15 AT 15:24:24

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

PROPERTY DESCRIPTION: PCL 23713 SEC SEC SRO; LT 253 PL M51T MOUNTJOY S/T THE RESERVATIONS CONTAINED IN THE ORIGINAL PATENT, AND RESERVING TO THE ORIGINAL PATENTEE ALL MINING RIGHTS AND THE RIGHT OF ACCESS THERETO AS PROVIDED IN THE MINING ACT OF ONTARIO; RESERVING TO THE ONTARIO NORTHLAND TRANSPORTATION COMMISSION THE RIGHT TO CROSS SAID LANDS AND TO LAY DOWN THEIR RIGHT OF WAY 99 FEET IN WIDTH ON AND OVER SAID LANDS OR ANY PART THEREOF AS MAY HEREAFTER BE FOUND NECESSARY OR EXPEDIENT; SAID RESERVATION TO BE OF THE SURFACE RIGHTS ONLY IN ACCORDANCE WITH THE TERMS OF AN ORDER OF THE LIEUTENANT GOVERNOR IN COUNCIL DATED 13 JANUARY, 1910.; PT LANE PL M51T MOUNTJOY PT 15, 6R5017 CLOSED BY C365313;; S/T C370250; CITY OF TIMMINS

PROPERTY REMARKS: CROWN GRANT SEE SNP695.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE
RECENTLY: FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2004/06/21

OWNERS' NAMES: BALBOA INC.
CAPACITY SHARE: ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
6R5017	1987/12/22	PLAN REFERENCE				C
C370250	1988/06/24	TRANSFER EASEMENT			ICG UTILITIES (ONTARIO) LTD.	C
C379845	1989/02/14	NOTICE				C
	<i>REMARKS: MULTI</i>					
CB180172	2022/09/29	TRANSFER	\$200,000	PAIEMENT, MELISSA	BALBOA INC.	C
CB180173	2022/09/29	CHARGE	\$200,000	BALBOA INC.	MITILINEOS, LYDIA	C
CB180174	2022/09/29	NO ASSGN RENT GEN		BALBOA INC.	MITILINEOS, LYDIA	C
	<i>REMARKS: CB180173</i>					

LAND
REGISTRY
OFFICE #6

65423-1508 (LT)

PAGE 1 OF 1
PREPARED FOR ALEXANDRA01
ON 2024/01/15 AT 15:27:18

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

PROPERTY DESCRIPTION: FIRSTLY: SURFACE RIGHTS ONLY: LT 43 PL M7C MOUNTJOY RESERVING ALL MINES & MINERALS IN OR UNDER THE SAID LANDS WITH FULL LIBERTY & POWER AT ALL TIMES TO ENTER, SEARCH FOR, GET & CARRY AWAY THE SAME BY UNDERGROUND OR SURFACE WORKINGS & TO SINK PITS & SHAFTS ERECT WORKS & DO ALL THINGS NECESSARY OR CONVENIENT FOR SAID PURPOSES, INCLUDING POWER TO LET DOWN THE SURFACE WHETHER BUILT UPON OR NOT MAKING FROM TIME TO TIME NEVERTHELESS REASONABLE & ADEQUATE COMPENSATION FOR ALL DAMAGES DONE OR OCCASIONED TO THE SAID LANDS & ANY BUILDINGS THEREON, RESERVING TO THE ONTARIO NORTHLAND TRANSPORTATION COMMISSION THE RIGHT TO CROSS SAID LAND IN ACCORDANCE WITH THE TERMS OF AN ORDER OF THE LIEUTENANT-GOVERNOR IN COUNCIL, DATED 22ND FEBRUARY, 1909
SECONDLY: SURFACE RIGHTS ONLY: PT LANE PL M7C MOUNTJOY, CLOSED BY CB53050 BY-LAW 2008-6711 BEING PTS 5, 6, 6R8247, RESERVING TO THE ONTARIO NORTHLAND TRANSPORTATION COMMISSION THE RIGHT TO CROSS SAID LAND IN ACCORDANCE WITH THE TERMS OF AN ORDER OF THE LIEUTENANT-GOVERNOR IN COUNCIL, DATED THE 22ND FEBRUARY, 1909

PROPERTY REMARKS: CROWN GRANT SEE SWP2320.

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
CONSOLIDATION FROM 65423-1134, 65423-1505

PIN CREATION DATE:
2012/04/25

OWNERS' NAMES
BALBOA INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
6R8247	2009/02/03	PLAN REFERENCE				C
CB83160	2012/04/12	APL CONSOLIDATE		PARROTT, MATTHEW		C
CB178412	2022/08/08	TRANSFER	\$230,000	PARROTT, MATTHEW	BALBOA INC.	C
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>				
CB178413	2022/08/08	CHARGE	\$207,000	BALBOA INC.	OLYMPIA TRUST COMPANY	C
CB178414	2022/08/08	NO ASSGN RENT GEN		BALBOA INC.	OLYMPIA TRUST COMPANY	C
		<i>REMARKS: CB178413</i>				

LAND
REGISTRY
OFFICE #53

02130-0008 (LT)

PREPARED FOR ALEXANDRA01
ON 2024/01/12 AT 10:45:16

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

PROPERTY DESCRIPTION: PCL 8519 SEC SES LOT 859, PLAN M100 CITY OF SUDBURY

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1993/04/05

OWNERS' NAMES
DSPLN 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 1993/04/05 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1993/04/05**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</p>						
SD320825	2016/08/10	NO SEC INTEREST REMARKS: EXPIRY JULY 29, 2027	\$5,403	HOME TRUST COMPANY		C
SD383272	2019/09/19	NO SEC INTEREST REMARKS: ASSIGNS: SD320825	\$1	HOME TRUST COMPANY		C
SD442090	2022/01/21	TRANSFER REMARKS: PLANNING ACT STATEMENTS.	\$261,000	MACPHERSON, SUZIE ANNA	DSPLN INC.	C
SD470792	2023/02/10	CHARGE	\$312,000	DSPLN INC.	BOLD EGG INVESTMENTS INC.	C
SD470793	2023/02/10	NO ASSGN RENT GEN REMARKS: SD470792		DSPLN INC.	BOLD EGG INVESTMENTS INC.	C

PROPERTY DESCRIPTION: PT LT 18 S/S WELLINGTON ST PL TOWN PLOT OF ST. MARY'S AS IN T276750 EXCEPT THE EASEMENT THEREIN; CITY OF SAULT STE. MARIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/11/21

OWNERS' NAMES

DSPLN INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2005/11/21 **						
T278247	1987/07/07	AGREEMENT			THE CORPORATION OF THE CITY OF SAULT STE. MARIE	C
REMARKS: DEVELOPMENT CONTROL						
AL227865	2021/05/11	TRANSFER	\$185,000	NADEAU, CLEMENT JOSEPH	DSPLN INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AL227866	2021/05/11	CHARGE	\$148,000	DSPLN INC.	MLB HOLDINGS LIMITED	C
AL227867	2021/05/11	NO ASSGN RENT GEN		DSPLN INC.	MLB HOLDINGS LIMITED	C
REMARKS: AL227866						

PROPERTY DESCRIPTION: LT 2 PL 3788 ST. MARY'S; SAULT STE. MARIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/11/21

OWNERS' NAMES
DSPLN INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2005/11/21 **						
RY3788	1895/07/24	PLAN SUBDIVISION				C
REMARKS: RY3788=PL3788						
AL245187	2022/03/24	TRANSFER	\$145,000	BUMBACO, ALEX DOMENIC	DSPLN INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AL245188	2022/03/24	CHARGE	\$145,000	DSPLN INC.	NUTTALL-ECKER, SUNDANCE	C
AL245189	2022/03/24	NO ASSGN RENT GEN		DSPLN INC.	NUTTALL-ECKER, SUNDANCE	C
REMARKS: AL245188						

LAND
 REGISTRY
 OFFICE #1

31591-0121 (LT)

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

PROPERTY DESCRIPTION: PCL 2992 SEC AWS; LT 150 PL M30 KORAH; SAULT STE. MARIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
 FEE SIMPLE
 ABSOLUTE

RECENTLY:
 FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
 2005/08/22

OWNERS' NAMES
 DSPLN INC.

CAPACITY SHARE
 ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
AL239713	2021/11/29	TRANSFER <i>REMARKS: PLANNING ACT STATEMENTS.</i>	\$197,000	IACHETTA, LUIGI SAM	DSPLN INC.	C
AL239714	2021/11/29	CHARGE	\$954,800	DSPLN INC.	MICHAEL BEKENDAM ENTERPRISES INC.	C
AL239715	2021/11/29	NO ASSGN RENT GEN <i>REMARKS: AL239714</i>		DSPLN INC.	MICHAEL BEKENDAME ENTERPRISES INC.	C

PROPERTY DESCRIPTION: LT 195-197 PL 7882 KORAH; PT LT 194 PL 7882 KORAH AS IN T163362; SAULT STE. MARIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/08/22

OWNERS' NAMES
DSPLN INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2005/08/22 **						
J7882	1913/09/24	PLAN SUBDIVISION				C
AL231678	2021/07/15	TRANSFER	\$185,000	CRYSLER, WENDY ELIZABETH	DSPLN INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AL239714	2021/11/29	CHARGE	\$954,800	DSPLN INC.	MICHAEL BEKENDAM ENTERPRISES INC.	C
AL239715	2021/11/29	NO ASSGN RENT GEN		DSPLN INC.	MICHAEL BEKENDAME ENTERPRISES INC.	C
REMARKS: AL239714						

LAND
REGISTRY
OFFICE #6

65404-2004 (LT)

PAGE 1 OF 1
PREPARED FOR ALEXANDRA01
ON 2024/01/12 AT 10:29:40

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

PROPERTY DESCRIPTION: PCL 753 SEC WAT SRO; LT 1042 PL M9T TISDALE S/T RESERVATION IN S3231; CITY OF TIMMINS

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2004/06/21

OWNERS' NAMES
HAPPY GILMORE INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CB170257	2021/11/26	TRANSFER	\$165,000	JEACO GROUP INC.	HAPPY GILMORE INC.	C
	REMARKS: PLANNING ACT STATEMENTS.					
CB171237	2021/12/24	CHARGE	\$570,000	HAPPY GILMORE INC.	MICHAEL BEKENDAM ENTERPRISES INC.	C
CB171238	2021/12/24	NO ASSGN RENT GEN		HAPPY GILMORE INC.	MICHAEL BEKENDAM ENTERPRISES INC.	C
	REMARKS: CB171237					

LAND
REGISTRY
OFFICE #6

65422-0631 (LT)

PAGE 1 OF 1
PREPARED FOR ALEXANDRA01
ON 2024/01/12 AT 10:33:38

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

PROPERTY DESCRIPTION: PCL 24367 SEC SEC SRO; FIRSTLY: PT LT 342 PL M26S MOUNTJOY PT 1, 6R7133; SECONDLY: LT 343 PL M26S MOUNTJOY RESERVING TO THE ONTARIO NORTHLAND TRANSPORTATION COMMISSION THE RIGHT TO CROSS SAID LANDS AND TO LAY DOWN THEIR RIGHT-OF-WAY NINETY-NINE FEET IN WIDTH ON AND OVER SAID LANDS OR ANY PART THEREOF AS MAY HEREAFTER BE FOUND NECESSARY OR EXPEDIENT; SAID RESERVATION TO BE OF THE SURFACE RIGHTS ONLY IN ACCORDANCE WITH THE TERMS OF AN ORDER OF THE LIEUTENANT-GOVERNOR IN COUNCIL, DATED THE 22ND FEBRUARY, 1909.; CITY OF TIMMINS

PROPERTY REMARKS: CROWN GRANT SEE SWP2142.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE
RECENTLY: FIRST CONVERSION FROM BOOK

PIN CREATION DATE: 2004/06/21

OWNERS' NAMES: HAPPY GILMORE INC.
CAPACITY SHARE: ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
6R7133	1998/07/15	PLAN REFERENCE				C
CB174634	2022/04/26	TRANSFER	\$229,900	DUNGRANI, MAHESHKUMAR SHAMJIBHAI DUNGRANI, RADHIKA MAHESHKUMAR	HAPPY GILMORE INC.	C
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>				
CB174635	2022/04/26	CHARGE	\$243,200	HAPPY GILMORE INC.	WINDROSE CAPITAL INC.	C
CB174636	2022/04/26	NO ASSGN RENT GEN		HAPPY GILMORE INC.	WINDROSE CAPITAL INC.	C
		<i>REMARKS: CB174635</i>				

PROPERTY DESCRIPTION: PCL 3939 SEC SES LOT 209, PLAN M100 CITY OF SUDBURY

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1993/04/05

OWNERS' NAMES
INTERLUDE INC.

CAPACITY SHARE

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 1993/04/05 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1993/04/05**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</p>						
SD418549	2021/04/07	TRANSFER	\$68,000	UPGRADE HOUSING INC.	INTERLUDE INC.	C
SD475401	2023/05/11	CHARGE	\$52,052	INTERLUDE INC.	THE LION'S SHARE GROUP INC.	C

LAND
REGISTRY
OFFICE #53

02128-0366 (LT)

PAGE 1 OF 1
PREPARED FOR ALEXANDRA01
ON 2024/01/12 AT 11:08:57

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

PROPERTY DESCRIPTION: PCL 8643 SEC SES PT LT 218 PLAN M100 COMM AT THE N WLY CORNER OF SAID LT 218 THENCE SLY ALONG SAID WLY BOUNDARY A DISTANCE OF 33 FT TO THE SW CORNER OF SAID LT 218; THENCE ELY ALONG THE SLY BOUNDARY OF SAID LT 218 A DISTANCE OF 40 FT; THENCE NLY AND PARALLEL TO THE WLY BOUNDARY OF SAID LT 218 A DISTANCE OF 33 FT TO A POINT IN THE NLY BOUNDARY OF SAID LT; THENCE WLY ALONG THE SAID NLY BOUNDARY DISTANCE OF 40 FT TO THE POC CITY OF SUDBURY

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1993/04/05

OWNERS' NAMES
INTERLUDE 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 1993/04/05 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1993/04/05**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</p>						
SD291550	2015/04/01	CHARGE	\$84,000	RIVIERE, BARON	CAISSE POPULAIRE VERMILLON INC.	C
SD419837	2021/04/27	TRANSFER <i>REMARKS: PLANNING ACT STATEMENTS.</i>	\$217,000	RIVIERE, BARON	INTERLUDE INC.	C
SD419838	2021/04/27	CHARGE	\$176,000	INTERLUDE INC.	MAJIDIAN, AZITA	C
SD419839	2021/04/27	NO ASSGN RENT GEN <i>REMARKS: SD419838</i>		INTERLUDE INC.	MAJIDIAN, AZITA	C
SD449833	2022/05/04	TRANSFER OF CHARGE <i>REMARKS: SD419838.</i>		MAJIDIAN, AZITA	THE LION'S SHARE GROUP INC.	C
SD483016	2023/09/06	CERTIFICATE <i>REMARKS: TAX ARREARS</i>	\$6,179	CITY OF GREATER SUDBURY		C

PROPERTY DESCRIPTION: PT PARKLT 3 CON 4 ST. MARY'S AS IN T372762; SAULT STE. MARIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/10/24

OWNERS' NAMES
INTERLUDE INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2005/10/24 **						
T71602	1965/06/11	BYLAW				C
AL242774	2022/02/02	TRANSFER	\$635,000	BAIN-GRAHAM, DEBORAH LYNN GRAHAM, STEVEN BRUCE	INTERLUDE INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AL242775	2022/02/02	CHARGE	\$508,000	INTERLUDE INC.	1896891 ONTARIO INC.	C
AL242776	2022/02/02	NO ASSGN RENT GEN		INTERLUDE INC.	1896891 ONTARIO INC.	C
REMARKS: AL242775						

LAND
REGISTRY
OFFICE #6

65404-1386 (LT)

PAGE 1 OF 1
PREPARED FOR ALEXANDRA01
ON 2024/01/11 AT 12:23:44

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

PROPERTY DESCRIPTION: PCL 5154 SEC WAT SRO; LT 28 PL M24C TISDALE; CITY OF TIMMINS

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2004/06/21

OWNERS' NAMES
INTERLUDE INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CB168223	2021/09/27	TRANSFER	\$550,000	CARRIERE, DONALD VACCHINO, BRIAN	INTERLUDE INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
CB185434	2023/05/11	CHARGE	\$154,449	INTERLUDE INC.	THE LION'S SHARE GROUP INC.	C

LAND
REGISTRY
OFFICE #6

65422-0218 (LT)

PAGE 1 OF 1
PREPARED FOR JPetrovic
ON 2024/01/03 AT 11:59:01

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

PROPERTY DESCRIPTION: PCL 5342 SEC SEC SRO; LT 5 PL M9C MOUNTJOY RESERVING UNTO THE MATTAGAMI COMPANY LIMITED, ALL MINES AND MINERALS, IN, OR UNDER THE SAID LANDS WITH FULL LIBERTY AND POWER AT ALL TIMES TO ENTER, SEARCH FOR, GET AND CARRY AWAY THE SAME BY UNDERGROUND OR SURFACE WORKINGS AND TO SINK PITS AND SHAFTS, ERECT WORKS AND DO ALL THINGS NECESSARY OR CONVENIENT FOR THE SAID PURPOSES INCLUDING POWER TO LET DOWN THE SURFACE WHETHER BUILT UPON OR NOT MAKING FROM TIME TO TIME NEVERTHELESS REASONABLE AND ADEQUATE COMPENSATION FOR ALL DAMAGES THEREBY DONE OR OCCASIONED TO SAID LANDS AND ANY BUILDINGS THEREON; ALSO RESERVING TO THE TEMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION THE RIGHT TO CROSS SAID LANDS AND TO LAY DOWN THEIR RIGHT OF WAY 99 FEET IN WIDTH ON AND OVER SAID LANDS OR ANY PART THEREOF AS MAY HEREAFTER BE FOUND NECESSARY OR EXPEDIENT; SAID RESERVATION TO BE OF THE SURFACE RIGHTS ONLY IN ACCORDANCE WITH THE TERMS OF AN ORDER OF OUR LIEUTENANT-GOVERNOR-IN-COUNCIL, DATED 22ND FEBRUARY, 1909.; CITY OF TIMMINS

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2004/06/21

OWNERS' NAMES
INTERLUDE INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CB166498	2021/08/03	TRANSFER REMARKS: PLANNING ACT STATEMENTS.	\$168,500	KALETKA, WIESLAW	INTERLUDE INC.	C
CB166499	2021/08/03	CHARGE	\$151,650	INTERLUDE INC.	PERREY, NATHAN PERREY, JACKLYN	C
CB166500	2021/08/03	NO ASSGN RENT GEN REMARKS: CB166499		INTERLUDE INC.	PERREY, NATHAN PERREY, JACKLYN	C

LAND
REGISTRY
OFFICE #6

65422-1145 (LT)

PAGE 1 OF 1
PREPARED FOR ALEXANDRA01
ON 2024/01/12 AT 10:18:03

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

PROPERTY DESCRIPTION: PCL 23033 SEC SEC SRO; PT LANE PL M51T MOUNTJOY PARTS 7 & 16, 6R5487 CLOSED BY C377783; S/T C379342; CITY OF TIMMINS

PROPERTY REMARKS: CROWN GRANT SEE SNP693, SNP695.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE
RECENTLY: FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2004/06/21

OWNERS' NAMES: INTERLUDE INC.
CAPACITY SHARE: ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
6R5487	1988/10/26	PLAN REFERENCE				C
C379342	1989/01/30	TRANSFER EASEMENT			ICG UTILITIES (ONTARIO) LTD.	C
CB180089	2022/09/28	TRANSFER <i>REMARKS: PLANNING ACT STATEMENTS.</i>	\$230,000	PAQUIN, LINDSEY	INTERLUDE INC.	C
CB190949	2023/12/07	CHARGE	\$207,000	INTERLUDE INC.	RENZONE, PATRICIA PALLESCHI, IDA	C
CB190950	2023/12/07	NO ASSGN RENT GEN <i>REMARKS: CB190949</i>		INTERLUDE INC.	RENZONE, PATRICIA PALLESCHI, IDA	C

LAND
REGISTRY
OFFICE #6

65422-1220 (LT)

PAGE 1 OF 1
PREPARED FOR ALEXANDRA01
ON 2024/01/12 AT 10:47:56

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

PROPERTY DESCRIPTION: PCL 22728 SEC SEC SRO; PT LANE PL M48T MOUNTJOY PT 42, 6R5001 CLOSED BY C364519; S/T C365379; CITY OF TIMMINS

PROPERTY REMARKS: CROWN GRANT SEE SNP695.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE
RECENTLY: FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2004/06/21

OWNERS' NAMES: INTERLUDE INC.
CAPACITY SHARE: ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
6R5001	1987/12/01	PLAN REFERENCE				C
C365379	1988/02/09	TRANSFER EASEMENT			ICG UTILITIES (ONTARIO) LTD.	C
CB179009	2022/08/26	TRANSFER <i>REMARKS: PLANNING ACT STATEMENTS.</i>	\$285,000	MARTEL, RYAN	INTERLUDE INC.	C
CB179010	2022/08/26	CHARGE	\$228,000	INTERLUDE INC.	1896891 ONTARIO INC.	C
CB179011	2022/08/26	NO ASSGN RENT GEN <i>REMARKS: CB179010</i>		INTERLUDE INC.	1896891 ONTARIO INC.	C

LAND
REGISTRY
OFFICE #6

65422-1221 (LT)

PAGE 1 OF 1
PREPARED FOR ALEXANDRA01
ON 2024/01/12 AT 10:48:26

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

PROPERTY DESCRIPTION: PCL 3443 SEC SEC SRO; LT 77 PL M48T MOUNTJOY RESERVING TO JOHN A. CAMERON, ALL MINING RIGHTS, AND THE RIGHT OF ACCESS THERETO; ALSO RESERVING TO THE ONTARIO NORTHLAND TRANSPORTATION COMMISSION THE RIGHT TO CROSS SAID LANDS AND TO LAY DOWN THEIR RIGHT OF WAY NINETY-NINE FEET IN WIDTH ON AND OVER SAID LANDS OR ANY PART THEREOF AS MAY HEREAFTER BE FOUND NECESSARY OR EXPEDIENT; SAID RESERVATION TO BE OF THE SURFACE RIGHTS ONLY IN ACCORDANCE WITH THE TERMS OF AN ORDER OF THE LIEUTENANT GOVERNOR IN COUNCIL DATED 13TH JANUARY, 1910.; CITY OF TIMMINS

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2004/06/21

OWNERS' NAMES
INTERLUDE INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CB179009	2022/08/26	TRANSFER <i>REMARKS: PLANNING ACT STATEMENTS.</i>	\$285,000	MARTEL, RYAN	INTERLUDE INC.	C
CB179010	2022/08/26	CHARGE	\$228,000	INTERLUDE INC.	1896891 ONTARIO INC.	C
CB179011	2022/08/26	NO ASSGN RENT GEN <i>REMARKS: CB179010</i>		INTERLUDE INC.	1896891 ONTARIO INC.	C

PROPERTY DESCRIPTION: LT 262 PL 1749 KORAH; SAULT STE. MARIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/09/26

OWNERS' NAMES

JOINT CAPTAIN REAL ESTATE INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2005/09/26 **						
J1749	1901/11/14	PLAN SUBDIVISION				C
AL228678	2021/05/27	TRANSFER	\$220,000	REECE, DAVID MICHEAL	JOINT CAPTAIN REAL ESTATE INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AL229923	2021/06/16	CHARGE	\$220,000	JOINT CAPTAIN REAL ESTATE INC.	PATHAK, ALOK PATHAK, ARUN PATHAK, RAMA	C
AL229924	2021/06/16	NO ASSGN RENT GEN		JOINT CAPTAIN REAL ESTATE INC.	PATHAK, ARUN PATHAK, RAMA PATHAK, ALOK	C
REMARKS: AL229923.						

PROPERTY DESCRIPTION: PT LT 117 PL 7602 KORAH AS IN T114369; SAULT STE. MARIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/08/22

OWNERS' NAMES
JOINT CAPTAIN REAL ESTATE INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2005/08/22 **						
J7602	1913/05/13	PLAN SUBDIVISION				C
REMARKS: J7602 = PL7602						
T424795	2001/10/24	DECLARATION				C
REMARKS: T423610						
AL100156	2012/03/27	APL DEL EXECUTION		ROBINSON, DAVID		C
REMARKS: DELETE S/T EXECUTION 96-000743, IF ENFORCEABLE; S/T EXECUTION LA-860061, IF ENFORCEABLE; S/T EXECUTION LA-870072, IF ENFORCEABLE; S/T EXECUTION LA-870113, IF ENFORCEABLE; S/T EXECUTION LA-950291, IF ENFORCEABLE						
AL246313	2022/04/13	TRANSFER	\$210,000	ROBINSON, DAVID ROBINSON, DEBORAH	JOINT CAPTAIN REAL ESTATE INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AL246314	2022/04/13	CHARGE	\$168,000	JOINT CAPTAIN REAL ESTATE INC.	BURTON, KELLY	C
AL265135	2023/05/26	TRANSFER OF CHARGE		BURTON, KELLY	GLENROE LENDING INC.	C
REMARKS: AL246314.						

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.

PROPERTY DESCRIPTION: LT 116 PL 7602 KORAH; SAULT STE. MARIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/08/22

OWNERS' NAMES
JOINT CAPTAIN REAL ESTATE INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2005/08/22 **						
J7602	1913/05/13	PLAN SUBDIVISION				C
REMARKS: J7602 = PL7602						
T424795	2001/10/24	DECLARATION				C
REMARKS: T423610						
AL100156	2012/03/27	APL DEL EXECUTION		ROBINSON, DAVID		C
REMARKS: DELETE S/T EXECUTION 96-000743, IF ENFORCEABLE; S/T EXECUTION LA-860061, IF ENFORCEABLE; S/T EXECUTION LA-870072, IF ENFORCEABLE; S/T EXECUTION LA-870113, IF ENFORCEABLE; S/T EXECUTION LA-950291, IF ENFORCEABLE						
AL246313	2022/04/13	TRANSFER	\$210,000	ROBINSON, DAVID ROBINSON, DEBORAH	JOINT CAPTAIN REAL ESTATE INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AL246314	2022/04/13	CHARGE	\$168,000	JOINT CAPTAIN REAL ESTATE INC.	BURTON, KELLY	C
AL246315	2022/04/13	NO ASSGN RENT GEN		JOINT CAPTIAN REAL ESTATE INC.	BURTON, KELLY	C
REMARKS: AL246314.						

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 #1

31587-0233 (LT)

PAGE 2 OF 2
PREPARED FOR ALEXANDRA01
ON 2024/01/17 AT 13:37:29

* 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
AL265135	2023/05/26	TRANSFER OF CHARGE		BURTON, KELLY	GLENROE LENDING INC.	C
REMARKS: AL246314.						

PROPERTY DESCRIPTION: PCL 10973 SEC CST; PT MINING CLAIM L1617 TECK SRO PT 2 54R1275; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PROPERTY REMARKS: CROWN GRANT SEE TP896.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE
RECENTLY: FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/05/24

OWNERS' NAMES: JOINT CAPTAIN REAL ESTATE INC.
CAPACITY SHARE: ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
54R1275	1972/03/06	PLAN REFERENCE				C
DT82278	2022/06/01	TRANSFER	\$145,000	CHOLETTE, MARCEL VICTOR PULLEN, SANDRA MAY	JOINT CAPTAIN REAL ESTATE INC.	C
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>				
DT89372	2023/10/27	CHARGE	\$191,200	JOINT CAPTAIN REAL ESTATE INC.	ALEGRAS, SHELLINA ELIHIS, SIMONA	C
DT89373	2023/10/27	NO ASSGN RENT GEN		JOINT CAPTIAN REAL ESTATE INC.	ALEGRAS, SHELLINA ELIHIS, SIMONA	C
		<i>REMARKS: DT89372</i>				

LAND
REGISTRY
OFFICE #54

61407-0013 (LT)

PAGE 1 OF 1
PREPARED FOR ALEXANDRA01
ON 2024/01/17 AT 13:33:01

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

PROPERTY DESCRIPTION: PCL 3772 SEC CST; LT 208 PL M105TIM TECK SRO S/T THE MINING RIGHTS IN RESPECT OF THE SAID LANDS INCLUDING THE ORES, MINES & MINERALS ON & UNDER THE SAID LANDS & A FULL & COMPLETE RIGHT OF ACCESS AT ALL TIMES & FROM TIME TO TIME FOR THE PURPOSE OF WINNING SUCH ORES, MINES & MINERALS & THE ORES, MINES & MINERALS FROM ANY OTHER LANDS; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/05/24

OWNERS' NAMES
JOINT CAPTAIN REAL ESTATE INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
D161	1981/04/13	PLAN BOUNDRIES ACT REMARKS: LT215874, BA1848				C
DT78184	2021/09/10	TRANSFER REMARKS: PLANNING ACT STATEMENTS.	\$70,000	LEHIS, EPP KALJO	BECKSTEAD, BRYAN	C
DT82640	2022/06/21	TRANSFER REMARKS: PLANNING ACT STATEMENTS.	\$163,000	BECKSTEAD, BRYAN	JOINT CAPTAIN REAL ESTATE INC.	C
DT82641	2022/06/21	CHARGE	\$155,000	JOINT CAPTAIN REAL ESTATE INC.	CHARPSTIN INC.	C
DT82642	2022/06/21	NO ASSGN RENT GEN REMARKS: DT82641		JOINT CAPTAIN REAL ESTATE INC.	CHARPSTIN INC.	C

LAND
REGISTRY
OFFICE #6

65389-0355 (LT)

PREPARED FOR ALEXANDRA01
ON 2024/01/17 AT 13:23:01

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

PROPERTY DESCRIPTION: PCL 12656 SEC WAT SRO; LT 266 PL M8S WHITNEY; CITY OF TIMMINS

PROPERTY REMARKS: CROWN GRANT SEE SWP934.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE
RECENTLY: FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2004/05/25

OWNERS' NAMES: JOINT CAPTAIN REAL ESTATE INC.
CAPACITY SHARE: ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CB175805	2022/05/25	TRANSFER	\$275,000	RENTELIS, SHANE RENTELIS, SHANNON	JOINT CAPTAIN REAL ESTATE INC.	C
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>				
CB175806	2022/05/25	CHARGE	\$247,500	JOINT CAPTAIN REAL ESTATE INC.	A & A STRONGHOLD CAPITAL	C
CB175807	2022/05/25	NO ASSGN RENT GEN		JOINT CAPTAIN REAL ESTATE INC.	A & A STRONGHOLD CAPITAL	C
		<i>REMARKS: CB175806</i>				

LAND
REGISTRY
OFFICE #6

65403-0846 (LT)

PAGE 1 OF 1
PREPARED FOR ALEXANDRA01
ON 2024/01/17 AT 13:27:25

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

PROPERTY DESCRIPTION: PCL 4390 SEC WAT SRO; LT 177 PL M52T TISDALE RESERVING TO THE OWNERS OF THE MINING RIGHTS, ALL MINES, MINERALS AND MINING RIGHTS IN, ON AND UNDER THE SAID LANDS; CITY OF TIMMINS

PROPERTY REMARKS: CROWN GRANT SEE TP1485, TP1486.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE
RECENTLY: FIRST CONVERSION FROM BOOK

PIN CREATION DATE: 2004/05/25

OWNERS' NAMES: JOINT CAPTAIN REAL ESTATE INC.
CAPACITY SHARE: ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CB178954	2022/08/25	TRANSFER	\$220,000	CARDINAL, DARLENE SYLVIA CARDINAL, RAYMOND JOSEPH	JOINT CAPTAIN REAL ESTATE INC.	C
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>				
CB178955	2022/08/25	CHARGE	\$220,000	JOINT CAPTAIN REAL ESTATE INC.	PHILLIPS, ANDREW	C
CB178956	2022/08/25	NO ASSGN RENT GEN		JOINT CAPTAIN REAL ESTATE INC.	PHILLIPS, ANDREW	C
		<i>REMARKS: CB178955.</i>				

LAND
REGISTRY
OFFICE #6

65404-0135 (LT)

PAGE 1 OF 1
PREPARED FOR ALEXANDRA01
ON 2024/01/17 AT 13:25:53

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

PROPERTY DESCRIPTION: PCL 3047 SEC WAT SRO; LT 548 PL M30S TISDALE S/T RESERVATION IN S3231; CITY OF TIMMINS

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2004/06/21

OWNERS' NAMES
JOINT CAPTAIN REAL ESTATE INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CB179897	2022/09/21	TRANSFER REMARKS: PLANNING ACT STATEMENTS.	\$145,000	JACQUES, DAVID	JOINT CAPTAIN REAL ESTATE INC.	C
CB179898	2022/09/21	CHARGE	\$145,000	JOINT CAPTAIN REAL ESTATE INC.	ADAMS, ANDREW ADAMS, TANYA	C
CB179899	2022/09/21	NO ASSGN RENT GEN REMARKS: CB179898		JOINT CAPTAIN REAL ESTATE INC.	ADAMS, ANDREW ADAMS, TANYA	C

PROPERTY DESCRIPTION: PCL 5310 SEC WAT SRO; LT 35 PL M24C TISDALE; CITY OF TIMMINS

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2004/06/21

OWNERS' NAMES
JOINT CAPTAIN REAL ESTATE INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CB177640	2022/07/15	TRANSFER	\$268,500	DEMERS, MICHEL DEMERS, LAURIE	JOINT CAPTAIN REAL ESTATE INC.	C
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>				
CB177641	2022/07/15	CHARGE	\$214,800	JOINT CAPTAIN REAL ESTATE INC.	NEUFELD, PAUL NEUFELD, LINDA	C
CB177642	2022/07/15	NO ASSGN RENT GEN		JOINT CAPTAIN REAL ESTATE INC.	NEUFELD, PAUL NEUFELD, LINDA	C
		<i>REMARKS: CB177641</i>				

PROPERTY DESCRIPTION: PCL 6159 SEC WAT SRO; LT 101 PL M32C TISDALE; CITY OF TIMMINS

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2004/06/21

OWNERS' NAMES
JOINT CAPTAIN REAL ESTATE INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CB166830	2021/08/12	TRANSFER	\$165,000	DEMERS, KRYSTAL DESGAGNES, ERIC	JOINT CAPTAIN REAL ESTATE INC.	C
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>				
CB186037	2023/06/02	CHARGE	\$150,000	JOINT CAPTAIN REAL ESTATE INC.	KESLER, BRIAN KESLER, MARGARET	C
CB186038	2023/06/02	NO ASSGN RENT GEN		JOINT CAPTAIN REAL ESTATE INC.	KESLER, MARGARET KESLER, BRIAN	C
		<i>REMARKS: CB186037</i>				

LAND
REGISTRY
OFFICE #6

65422-0519 (LT)

PAGE 1 OF 1
PREPARED FOR ALEXANDRA01
ON 2024/01/17 AT 13:28:31

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

PROPERTY DESCRIPTION: PCL 12215 SEC SEC SRO; LT 404 PL M26S MOUNTJOY RESERVING TO THE ONTARIO NORTHLAND TRANSPORTATION COMMISSION THE RIGHT TO CROSS SAID LAND IN ACCORDANCE WITH THE TERMS OF AN ORDER OF THE LIEUTENANT-GOVERNOR IN COUNCIL, DATED THE 22ND FEBRUARY, 1909.; CITY OF TIMMINS

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2004/06/21

OWNERS' NAMES

JOINT CAPTAIN REAL ESTATE INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CB175973	2022/05/30	TRANSFER	\$205,000	CHENIER, RONALD	JOINT CAPTAIN REAL ESTATE INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
CB175974	2022/05/30	CHARGE	\$164,000	JOINT CAPTAIN REAL ESTATE INC.	INNES, JAMES INNES, SARAH	C
CB175975	2022/05/30	NO ASSGN RENT GEN		JOINT CAPTAIN REAL ESTATE INC.	INNES, JAMES INNES, SARAH	C
		REMARKS: CB175974				
CB185818	2023/05/26	TRANSFER OF CHARGE		INNES, JAMES INNES, SARAH	GLENROE LENDING INC.	C
		REMARKS: CB175974.				

LAND
REGISTRY
OFFICE #6

65422-0855 (LT)

PAGE 1 OF 1
PREPARED FOR ALEXANDRA01
ON 2024/01/17 AT 13:24:22

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

PROPERTY DESCRIPTION: PCL 4399 SEC SEC SRO; LT 92 PL M26S MOUNTJOY RESERVING TO THE ONTARIO NORTHLAND TRANSPORTATION COMMISSION THE RIGHT TO CROSS SAID LAND IN ACCORDANCE WITH THE TERMS OF AN ORDER OF THE LIEUTENANT-GOVERNOR IN COUNCIL, DATED THE 22ND FEBRUARY, 1909.; CITY OF TIMMINS

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2004/06/21

OWNERS' NAMES

JOINT CAPTAIN REAL ESTATE INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CB174589	2022/04/25	TRANSFER	\$195,000	CLEMENT, JESSICA DUGUAY, MATHEW	JOINT CAPTAIN REAL ESTATE INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
CB174590	2022/04/25	CHARGE	\$164,000	JOINT CAPTAIN REAL ESTATE INC.	ELDEBS, MICHEL SINANIOS, CHRISTO ZORIAN, SARKIS	C
CB174591	2022/04/25	NO ASSGN RENT GEN		JOINT CAPTAIN REAL ESTATE INC.	ELDEBS, MICHEL SINANIOS, CHRISTO ZORIAN, SARKIS	C
		REMARKS: CB174590				

LAND
REGISTRY
OFFICE #53

02132-0046 (LT)

PREPARED FOR ALEXANDRA01
ON 2024/01/12 AT 11:08:14

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

PROPERTY DESCRIPTION: LT 11, PLAN 28SA CITY OF SUDBURY

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK MULTI

PIN CREATION DATE:
1993/05/03

OWNERS' NAMES
MULTIVILLE 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 1993/05/03 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1993/05/03**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</p> <p>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</p> <p>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</p> <p>** CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1993/05/03 **</p>						
SD411937	2021/01/05	TRANSFER	\$222,000	SCOTT, LAWRENCE EDWARD	MULTIVILLE INC.	C
SD411938	2021/01/05	CHARGE	\$222,000	MULTIVILLE INC.	VISCOUNT CAPITAL INC.	C
SD411939	2021/01/05	NO ASSGN RENT GEN		MULTIVILLE INC.	VISCOUNT CAPITAL INC.	C
REMARKS: SD411938.						
SD483030	2023/09/06	CERTIFICATE	\$8,837	CITY OF GREATER SUDBURY		C
REMARKS: TAX ARREARS						

LAND
REGISTRY
OFFICE #1

31578-0103 (LT)

PAGE 1 OF 1
PREPARED FOR ALEXANDRA01
ON 2024/01/12 AT 09:25:28

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

PROPERTY DESCRIPTION: PT LT 4 S/S SUPERIOR ST PL TOWN PLOT OF ST. MARY'S AS IN T353595; SAULT STE. MARIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
RE-ENTRY FROM 31578-0286

PIN CREATION DATE:
2011/03/21

OWNERS' NAMES
MULTIVILLE INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2011/03/21 **						
AL225556	2021/03/26	TRANS PERSONAL REP	\$135,000	VERDONE, JEFFREY	MULTIVILLE INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AL225557	2021/03/26	CHARGE	\$135,000	MULTIVILLE INC.	COMMUNITY TRUST COMPANY	C
AL225564	2021/03/26	NO ASSGN RENT GEN		MULTIVILLE INC.	COMMUNITY TRUST COMPANY	C
REMARKS: AL225557.						
AL243511	2022/02/16	TRANSFER OF CHARGE		COMMUNITY TRUST COMPANY	OLYMPIA TRUST COMPANY	C
REMARKS: AL225557						

LAND
REGISTRY
OFFICE #6

65422-1646 (LT)

PAGE 1 OF 1
PREPARED FOR JPetrovic
ON 2024/01/03 AT 11:40:23

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

PROPERTY DESCRIPTION: PCL 9024 SEC SEC SRO; LT 34 PL M48T MOUNTJOY RESERVING TO JOHN A. CAMERON, ALL MINING RIGHTS AND THE RIGHT OF ACCESS THERETO; ALSO RESERVING TO THE ONTARIO NORTHLAND TRANSPORTATION COMMISSION THE RIGHT TO CROSS SAID LAND IN ACCORDANCE WITH THE TERMS OF AN ORDER OF THE LIEUTENANT-GOVERNOR IN COUNCIL, DATED 13TH JANUARY, 1910.; CITY OF TIMMINS

PROPERTY REMARKS: PLANNING ACT STATEMENT IN C477760.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE
RECENTLY: FIRST CONVERSION FROM BOOK

PIN CREATION DATE: 2004/06/21

OWNERS' NAMES: MULTIVILLE INC.
CAPACITY SHARE: ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CB177401	2022/07/07	TRANSFER	\$235,000	LAURIN, JACQUELINE LAURIN, RAYMOND	MULTIVILLE INC.	C
	<i>REMARKS: PLANNING ACT STATEMENTS.</i>					
CB177402	2022/07/07	CHARGE	\$235,000	MULTIVILLE INC.	OLYMPIA TRUST COMPANY	C
CB177403	2022/07/07	NO ASSGN RENT GEN		MULTIVILLE INC.	OLYMPIA TRUST COMPANY	C
	<i>REMARKS: CB177402.</i>					

PROPERTY DESCRIPTION: PCL 20878 SEC SES SRO; LT 87 PL M419 BLEZARD; S/T LT109168, LT109169; GREATER SUDBURY

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2003/08/25

OWNERS' NAMES
MULTIVILLE INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
LT109168	1954/12/10	TRANSFER EASEMENT			THE INTERNATIONAL NICKEL COMPANY OF CANADA LIMITED	C
LT109169	1954/12/10	TRANSFER EASEMENT			FALCONBRIDGE NICKEL MINES LIMITED	C
SD453513	2022/06/16	TRANSFER	\$312,000	VALLEE, MICHEL	MULTIVILLE INC.	C
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>				
SD456268	2022/07/21	CHARGE	\$312,000	MULTIVILLE INC.	PATHAK, ARUN PATHAK, RAMA	C
SD456269	2022/07/21	NO ASSGN RENT GEN		MULTIVILLE INC.	PATHAK, ARUN PATHAK, RAMA	C
		<i>REMARKS: SD456268</i>				

TAB H

THIS IS **EXHIBIT "H"** REFERRED TO IN THE AFFIDAVIT
OF ROBERT CLARK, SWORN BEFORE ME
THIS 23RD DAY OF JANUARY, 2024.

Joshua Foster

JOSHUA FOSTER

A Commissioner for taking Affidavits
(or as may be)

Loan Commitment

We are pleased to provide a Second mortgage subject to the following terms and conditions, Schedule 'A', hereto and our normal underwriting procedures.

Chargor(s) / Borrower(s): Happy Gilmore Inc., Multiville Inc., DSPLN Inc., The Pink Flamingo

Guarantor(s): Ryan Molony, Aruba Butt

Property address: 52 Edinburgh Street Sault Ste. Marie Postal P4N 6A7 Note: the borrower's address seems different from the property address. ON P6A 1K7, 216 Goulais Avenue, Sault Ste. Marie, On, 545 Nelson Street, Sault Ste. Marie, On, 10 Stull Street, Capreol, On, 128 Dennis Street, Sault Ste. Marie, On, 141 Elm Street North, Timmins, On, 4 Boundary Lane, Sault Ste. Marie, On, 228 Birch Street North, Sudbury, On, 79 Kitchener Road, Sault Ste. Marie, ON, 340 Korah Road, Sault Ste. Marie, On

Chargee/Lender: Lift Capital Incorporated

Loan Amount: \$400,000.00

Term: 6 months

Rate: 13.00% interest only per annum

Payments: \$4,333.33 interest only paid monthly

Repayment Terms: The loan shall be open to prepayment for the term with 30 days' written notice, without bonus or penalty.

Commitment date: October 20, 2022

Closing Date: October 21, 2022

Interest Adjustment Date: October 21, 2022

First Payment Date: December 1, 2022

Maturity Date: May 1, 2023

Deposit: \$0.00 non-refundable, payable upon execution of this commitment (to be applied against closing costs)

Prepayment: The loan shall be open to prepayment for the term with 30 days' written notice, without bonus or penalty.

Lender Fee: \$4,000.00 of the loan amount – You acknowledge that this fee will be deducted from the mortgage advance on closing.

Broker Fee: \$0.00 of the loan amount – You acknowledge that this fee will be deducted from the mortgage advance on closing.

Administration Fee: A \$175.00 administration fee will be charged for reporting costs, to be deducted from the advance.

Wire Fee: A \$500.00 wire fee will be charged and deducted from the advance of the loan.

Interest Adjustment fee: Amount will be calculated accordingly and will be deducted from the mortgage advance on closing.

Title: It is understood that the advance of funds is subject to our solicitor providing a satisfactory report on title. Title insurance at your expense, satisfactory to us, is required.

Ownership: Should there be any change in the beneficial ownership, or if any portion of the properties subject to the mortgage are sold or in any way disposed of by the current owner(s); the outstanding amount of the mortgage must be repaid in full.

Costs: You are responsible for the processing, legal, appraisal, survey and insurance fees associated with this loan. Borrower must pay all legal costs incurred by the lender related to the set-up and discharge of the loan.

Fire Insurance: Fire and extended insurance coverage in a form and for an amount acceptable to us is to be taken out with an insurance company or insurance companies approved by us for the full insurable value of the property, \$2,000,000 in liability, and assigned to us as Mortgagee/Chargee. Co-insurance is not acceptable.

Cancellation: This commitment may be withdrawn, at our option, if the funds are not fully advanced within 45 days from Commitment Date.

Lender's Solicitors: Diamond and Diamond Lawyers LLP, 255 Consumers Road, 5th Floor, Tel: (416) 256 1600 x 888 | Fax: 1-855-353-5182 has been appointed to act on our behalf in this transaction.

Additional Provisions: Refer to Schedule A attached.

Conditions:

1. The amounts outstanding on the following debts do not exceed:

- a. 1st mortgage secured against 52 Edinburgh Street Sault Ste. Marie Postal P4N 6A7 Note: the borrower's address seems different from the property address. ON P6A 1K7 with Windrose not to exceed \$117,000.00 and must be in good standing.
- b. 1st mortgage secured against 216 Goulais Avenue, Sault Ste. Marie, On with Windrose not to exceed \$150,000.00 and must be in good standing.
- c. 1st mortgage secured against 545 Nelson Street, Sault Ste. Marie, On with Windrose not to exceed \$145,000.00 and must be in good standing.
- d. 1st mortgage secured against 10 Stull Street, Capreol, On with Windrose not to exceed \$125,000.00 and must be in good standing.
- e. 1st mortgage secured against 128 Dennis Street, Sault Ste. Marie, On with Windrose not to exceed \$115,200.00 and must be in good standing.

- f. 1st mortgage secured against 141 Elm Street North, Timmins, On with Windrose not to exceed \$150,000.00 and must be in good standing.
 - g. 1st mortgage secured against 4 Boundary Lane, Sault Ste. Marie, On with Windrose not to exceed \$150,750.00 and must be in good standing.
 - h. 1st mortgage secured against 228 Birch Street North, Sudbury, On with Windrose not to exceed \$75,500.00 and must be in good standing.
 - i. 1st mortgage secured against 79 Kitchener Road, Sault Ste. Marie, ON with Windrose not to exceed \$150,000.00 and must be in good standing.
 - j. 1st mortgage secured against 340 Korah Road, Sault Ste. Marie, On with Windrose not to exceed \$140,000.00 and must be in good standing.
2. Interest shall increase to 20% per annum in the 13th month of the term.
 3. Notice of Assignment of Rents shall be registered on title, if required by the Lender.
 4. There being no outstanding Writs of Execution registered against the Chargor(s) on closing.
 5. If the property is a condominium property, you shall provide us with an up-to-date status certificate together with enclosures from the condominium corporation confirming satisfactory condominium insurance and common expenses are up-to-date, to our satisfaction.
 6. You are recommended to obtain independent legal representation. The Guarantors must obtain independent legal advice. We reserve the right to require the Chargors to obtain independent legal advice or independent legal representation. Where a Chargor has a spouse and the spouse is not party to the transaction, the spousal consent of the spouse must be provided. If you choose to use our solicitors, all information received by our solicitors in connection with this transaction from either party cannot be treated as confidential insofar as the other party is concerned. In the event of a material conflict between you and us which cannot be resolved (i.e., default proceedings), you will be advised thereof, and it may be necessary for our solicitors to discontinue acting for you in this matter and any other matters. You hereby specifically acknowledge and irrevocably authorize our solicitors to continue to act for us and to act against you in any such conflict.
 7. We will not accept documentation executed by power of attorney.
 8. You agree and consent that we shall have the option of having our representatives attend at the property to conduct an inspection, including taking pictures of the property. All costs incurred with the said inspection shall be your sole responsibility and shall be paid by you at the time of discharge of the mortgage, cost not to exceed \$300.00. Further, if the lender is required to inspect the property because of delinquency of payment, there shall be a fee of \$300 levied. NOTE: This inspection is solely for our benefit and in the event that such inspection is not satisfactory, this Commitment shall be null and void.
 9. The property taxes must be up-to-date and in good standing.
 10. The mortgage shall be prepared in accordance with our standard mortgage documents with such usual terms as are contained therein.
 11. You hereby consent and authorize us and our representatives to make inquiries regarding the payment of the prior charges, including ordering statements proving good standing of the prior mortgages, and you also consent and authorize us and our representatives to make inquiries regarding the payment of the property taxes, including ordering statements proving good standing of the property taxes. This shall be sufficient and irrevocable authorization on your behalf to the prior charges or municipality to release information to us on your accounts.
 12. We reserve the right to syndicate, participate, assign or otherwise share the mortgage loan with one or more other co-lenders at any time without further notice or consent, including prior to funding.
 13. You hereby consent and authorize us and our representatives to disclose and share any information received by us

(including but not limited to the mortgage application, employment history, credit bureau) in order to provide you with the mortgage loan with our representatives and potential mortgage lenders in order for us to syndicate, assign or share the mortgage loan, including prior to funding.

14. The solicitor acting for you must obtain valid identification from you and verify your identity.
 15. The mortgage shall contain a clause that provides us with an assignment of any and all rental income presently or in the future, for the property.
 16. You shall provide our solicitors with the most recent statements for each of the above accounts and shall execute such directions or other documents as we may require to close these accounts, as necessary.
 17. You hereby agree to provide us with your respective up-to-date e-mail addresses and hereby confirm that your current email addresses and phone numbers are as follows:
E: nil@noemail.com
T:
 18. The parties hereto agree that the signature and or initials on this Mortgage Loan Commitment Letter or its acceptance, rejection or modification can be transmitted by email and that communication by such means will be legal and binding on all parties hereto.
-

Date: October 20, 2022



Lender: Lift Capital Incorporated

Note- Must be signed back within 5 business days from date of commitment or null and void.

I accept the above terms and conditions:

Aruba Butt

Happy Gilmore Inc.

Oct 20th, 2022

Date

Aruba Butt

Multiville Inc.

Oct 20th, 2022

Date

Aruba Butt

DSPLN Inc.

Oct 20th, 2022

Date

Aruba Butt

The Pink Flamingo

Oct 20th, 2022

Date

Ryan Molony

Ryan Molony (Guarantor)

Oct 20th, 2022

Date

Aruba Butt

Aruba Butt (Guarantor)

Oct 20th, 2022

Date

AUTHORIZATION FORM AND CONSENT TO DISCLOSURE OF INFORMATION

The Lender: Lift Capital Incorporated

Registered owner's name: Happy Gilmore Inc., Multiville Inc., DSPLN Inc., The Pink Flamingo

Property Address: 52 Edinburgh Street Sault Ste. Marie Postal P4N 6A7 Note: the borrower's address seems different from the property address. ON P6A 1K7

TO: Insurance Broker(s), Insurer(s), Existing Mortgage Lender(s), Private and/or Public Utilities, City and/or Property Tax Department, Condo Corporation / Property Manager, Chattel and Lien Holder, Creditors/Writs, Lawyers, Credit Reporting Agencies, Electrical Safety Authority, Health and/or Fire Department, and/or the Ministry of Environment (collectively, the "Authority")

I the undersigned, being the borrower and purchaser of the above-noted property, hereby authorize you, the Authority, to release any information you may have in your files relating to (but not limited to) or allow for the following (prior to or after closing):

- Authorization for the Lender and/or their lawyer to Arrange/Change a Loss Payee on the insurance policy of the Registered Owners' property as part upcoming mortgage closing. As well, the arrangement of new insurance in the event of insurance default not cured by the registered owner (after the closing).
- The release of Mortgage Balances and Information Statements, Creditor Statements and/or Liens and/or Lodgement and/or Chattels and/or Writs and/or Discharge Statements from an existing mortgage company, and/or status certificates and/or outstanding Work Orders, Deficiencies, Violations, and/or Notices. Including but not limited to authority for the Lender and/or their designate to pull an Equifax or TransUnion credit report in the event of a mortgage default.

This document shall be your good and sufficient authority to conduct fire and health inspections if required and requested by the Lender and to release the aforementioned information to the Lender, the Lender's Lawyer, and/or its assigned investor.

The Parties hereto agree that the signatures and or initials on this Authorization Form and Consent to Information Disclosure can be transmitted by email and that communication by such means will be legal and binding on all parties hereto.

Aruba Butt

Happy Gilmore Inc.

Oct 20th, 2022

Date

Aruba Butt

Multiville Inc.

Oct 20th, 2022

Date

Aruba Butt

DSPLN Inc.

Oct 20th, 2022

Date

Aruba Butt

The Pink Flamingo

Oct 20th, 2022

Date

Ryan Molony

Ryan Molony (Guarantor)

Oct 20th, 2022

Date

Aruba Butt

Aruba Butt (Guarantor)

Oct 20th, 2022

Date

CONSENT, AUTHORIZATION, ACKNOWLEDGMENT, AND DIRECTION OF LODGMENT OF TITLE

The Lender: Lift Capital Incorporated

Registered owner's name: Happy Gilmore Inc., Multiville Inc., DSPLN Inc., The Pink Flamingo

Property Address: 52 Edinburgh Street Sault Ste. Marie Postal P4N 6A7 Note: the borrower's address seems different from the property address. ON P6A 1K7

TO: Diamond and Diamond Lawyers LLP

In consideration of the Lender agreeing to commit and prepare the Loan referred to herein and for such other consideration here and now agreed sufficient between the parties, the Borrower promises to pay the Lender Fee as stipulated in the Mortgage Commitment above to the Lender upon acceptance of this agreement regardless of closing. Should the Borrower fail to close for any reason, including but not limited to failure to satisfy the conditions for funding of the offer or failure to execute the security documents for any reason after accepting the terms and conditions outline herein, he/she shall be liable for the Lender Fee. The Borrower agrees that interest will accrue on the Lender Fee at the same rate as if the full mortgage/loan was advanced.

As security for the Lender Fee now payable regardless upon execution of this Loan Commitment, the Borrower hereby delivers to the Lender the title deeds to the Property until such time as the Lender Fee and interest thereon is paid in full. The Lender upon execution of this Loan Commitment hereby has security over the Property until the Lender Fee and interest thereon is paid in full. For clarity, the Borrower and Lender have the common intention to make the Property security for a debt and create an equitable mortgage.

Pursuant to s. 71 of the Land Titles Act, the Borrower authorizes the Lender to protect same by registering a Notice of Lodgement on the Property. The Lodgement can be deleted upon the consent of the Lender. To the extent permitted by law, you agree to waive any right to receive a copy of such registration and appoint us as your lawful attorney for the purpose of doing any such registrations.

The Borrower specifically authorizes and directs Diamond & Diamond Lawyers LLP to sign, deliver, and/or register electronically, on my/our behalf the Lodgement of Title document in the form required. The effect of this authorization and direction has been fully explained to me/us, I have been advised to obtain independent legal advice and had the opportunity to obtain independent legal advice but have chosen not to do so, and I/we understand that I/we are parties to and bound by the terms and provisions of this Agreement.

Aruba Butt

Happy Gilmore Inc.

Oct 20th, 2022

Date

Aruba Butt

Multiville Inc.

Oct 20th, 2022

Date

Aruba Butt

DSPLN Inc.

Oct 20th, 2022

Date

Aruba Butt

The Pink Flamingo

Oct 20th, 2022

Date

Ryan Molony

Ryan Molony (Guarantor)

Oct 20th, 2022

Date

Aruba Butt

Aruba Butt (Guarantor)

Oct 20th, 2022

Date

Schedule A

PRE-AUTHORIZED PAYMENT / POST-DATED CHEQUES

The Chargor agrees to provide the mortgage payments by "pre-authorized debit plan" to allow monthly payments to be withdrawn automatically. Alternatively, the Chargee may require the Chargor to provide one or more series of post-dated cheques for the payments that are payable under this Charge during the term of this Charge or such portion thereof as the Chargee may specify. The failure to provide the post-dated cheques shall constitute default under the Charge and the Chargee shall be entitled to all of its remedies there under.

DUE ON SALE

In the event that the Chargor sells, conveys, transfers, assigns, exercises a power of appointment or enters into any agreement of sale with respect to the charged property to a purchaser, transferee or assignee or in the event of a change of shareholders of the Chargor which results in a change of control of the Chargor or in the event of a change in the beneficial ownership of the charged property or if such a purchaser, transferee or assignee should fail to apply for and receive the Chargee's written approval, agree to assume all the obligations of the Chargor under this Charge and execute an assumption agreement in the form required by the Chargee, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon and 3 months of interest.

RENEWABILITY

This Charge loan is not automatically renewable at the end of any stipulated term and any renewal term must be negotiated and may bear a renewal fee. If the Charge is not renewed and the Chargor fails to repay the mortgage principal on the maturity date, a fee equivalent to the Lender fee as stipulated in the Mortgage Commitment shall become due and payable. The Chargor/Mortgagor agrees to pay this renewal fee and an administration fee of \$250.00 at the beginning of each month, for each month that the Charge/Mortgage loan is not repaid. These terms are not to be considered a renewal of the Charge and the Charge loan is considered due and payable.

LEASE

The Chargor covenants and agrees with the Chargee that the Chargor will obtain the prior written consent of the Chargee before executing any lease, offer or agreement to lease, or any tenancy agreement for the lease of the whole or any part of the charged property regardless of the length of term of any such lease, offer or agreement to lease or tenancy agreement. The Chargor further covenants and agrees with the Chargee that forthwith after any change or happening affecting any of the leases, offers or agreements to lease, or any tenancy agreements the Chargor will forthwith advise the Chargee accordingly in writing and will furnish the Chargee with full particulars thereof. If the charged property is leased in whole or in part by the Chargor without the prior written consent of the Chargee, or if the Chargor fails to inform the Chargee of any change or happening affecting any of the leases as set out above, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon.

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

As additional security, the Chargor hereby assigns to the Chargee, all leases and contracts already in existence and to be created in the future, together with all rents to become due under existing or future leases and, upon an event of default as hereinafter provided, confers upon the Chargee herein the exclusive power, to be used or not used in its sole discretion, to act as agent, or to appoint a third person to act as agent for the Chargor, with power to take possession of and collect all rents and profits arising from the charged property and to apply such rents and profits at the option of the Chargee to the payment of the indebtedness, interest, insurance, taxes, cost of maintenance and operation, repairs and other expenses similar to the foregoing in such order of priority as the Chargee may in its sole discretion determine.

CONSTRUCTION LIEN ACT

No portion of the proceeds of this Charge is to be used to finance any construction, alterations, renovations or improvements to the charged property within the meaning of the Construction Lien Act (Ontario) or to repay a charge/mortgage which was taken out for this purpose, failing which at the option of the Chargee all amounts hereby secured shall forthwith become due and

payable together with accrued interest and unearned interest thereon until maturity. If any amount of money is claimed in priority over this Charge pursuant to the Construction Lien Act (Ontario) and if the Chargee is obliged to pay any amounts owing under the said Act, same may be added to the principal amount outstanding under this Charge.

FARM DEBT MEDIATION ACT

The Chargor represents and warrants that the Chargor is not a "farmer" as defined in the Farm Debt Mediation Act and the Chargor further covenants and agrees that during the currency of this Charge the Chargor will not engage in any activity which would have the effect of deeming the Chargor a "farmer" within the meaning of the Farm Debt Mediation Act. In the event that the Chargor fails to comply with this provision, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest and (3) months interest thereon.

INSULATION

The charged property is not and has never been insulated with urea formaldehyde foam insulation, and the Chargor will not permit such insulation to be used in the construction of any future improvement to the charged property. In the event that the Chargee determines that any portion of the charged property is, or has been, so insulated, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon.

BANKRUPTCY & INSOLVENCY ACT

The Chargor represents and warrants that the Chargor is not an "undischarged bankrupt" as defined in the Bankruptcy and Insolvency Act. In the event that the Chargor is an "undischarged bankrupt" then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest and three (3) months interest thereon.

WELL WATER ANALYSIS

In the event that the charged property is not on municipal water supply, the Chargee requires satisfactory bacteriological analysis of the well water by the Ministry of Health.

INSURANCE

The Chargor must insure and keep insured all buildings, structures, fixtures and improvements on the charged property for not less than full replacement value in Canadian dollars. The Chargor must keep this insurance coverage in place at all times until the indebtedness has been fully paid and the Charge discharged. The insurance must include coverage for loss or damage caused by fire with extended perils coverage. At any time, the Chargee may require that the Chargor also obtain coverage for additional perils, risks or events. If a steam boiler, pressure vessel, oil or gas burner, coal blower, stoker or sprinkler system or any other comparable equipment is operated on the charged property, then the Chargor must also have insurance coverage for loss or damage caused to the equipment, or by the equipment, or by the explosion of the equipment. All insurance policies must be carried with a company that is satisfactory to the Chargee, contain mortgage clauses approved by the Insurance Bureau of Canada, or by the Chargee, confirming that any loss proceeds will be paid first to the Chargee, and give the Chargee the first right to receive and to have a lien on the insurance proceeds. If the Chargee asks the Chargor to, the Chargor must provide the Chargee with certified copies of all insurance policies. At least fifteen (15) days before any insurance policy expires, the Chargor must provide the Chargee with evidence that the Chargor has renewed the policy and paid all premiums. If the Chargor does not arrange for insurance or if the Chargor does not pay the premium for any insurance policy, the Chargee may arrange for insurance and pay the premium. However, the Chargee is not obligated to do so. If the Chargee pays any insurance premium or other amount of money for insurance on behalf of the Chargor, the Chargor must repay the Chargee immediately. If any loss or damage occurs, the Chargor must immediately do everything necessary to enable the Chargee to obtain the insurance money payable to the Chargee under the Charge. The Chargor must pay all expenses related to this. The Chargor agrees that if the Chargee produce the Charge, that will be sufficient authority for the insurance company to pay the Chargee any insurance money that is payable because of a loss. The Chargor hereby authorizes and directs the insurance company to do so without the Chargor's further signature or consent. The Chargee shall have the right to decide how to use the insurance money. For example, the Chargee may use part or all of the insurance money to repair or rebuild the charged property, reduce any part of the loan amount, whether it is due or not, including paying any prepayment charges that are payable, or pay the Chargor. Failure by the Chargor to maintain insurance coverage as set out herein shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to

exercise any or all of the remedies available to it hereunder or at law.

MUNICIPAL TAXES

The Chargor shall pay all municipal, school, and local improvement taxes on the charged property. Taxes must be paid when they are due and the Chargor shall provide the Chargee with a copy of the receipted tax bill within thirty (30) days after the due date of the final instalment. If the Chargor does not provide the Chargee with a receipted tax bill, the Chargor shall pay the administrative fee set out herein and reimburse the Chargee for any costs incurred by the Chargee to obtain a tax search and for making up for any deficiencies.

FEES AND COSTS

The Chargor covenants and agrees with the Chargee as follows:

1. To pay to the Chargee its administration and/or servicing fees for the following matters in the amounts set forth:
 - a. An administrative fee of \$1,500.00 if the charged property falls into arrears and requires the Chargee to bring it current.
 - b. An administrative fee of \$300.00 for each failure by the Chargor to notify the Chargee of lien registration by the Condominium Corporation for common expense arrears.
 - c. An administrative fee of \$300.00 for each failure by the Chargor to provide proof of payment of realty taxes;
 - d. An administrative fee of \$500.00 for each default under any prior mortgage, charge or encumbrance;
 - e. An administrative fee of \$500.00 for each correspondence/payment made by the Chargee in order to protect its security, including without limitation payment for the maintenance of fire insurance, utility continuance, condominium common expenses, realty taxes, prior mortgages, etc. The Chargor agrees that any such payment by the Chargee shall bear interest at eighteen percent (18%) per annum, calculated and compounded monthly.
 - f. An administrative fee of \$500.00 for each visit to a property.
 - g. An administrative fee of \$200.00 per day for administering the maintenance and security of any property in the possession of Chargee.
 - h. An administrative fee of \$300.00 for each failure to provide post-dated cheques.
 - i. Missed payment fee of \$300.00 shall be payable for each missed or late instalment and for processing each NSF cheque or other returned payment. If any cheque is returned NSF, any replacement cheque must be certified. If such replacement cheque is not certified, the Chargee shall be entitled to have it certified, and to add all the costs of certification (including courier charges to and from the Chargor's bank) to the amount owing on the Charge.
 - j. An administrative fee of \$5,000.00 for each demand, action or proceeding instituted by the Chargee to enforce its rights and remedies pursuant to the Charge.
 - k. An administrative fee of \$500.00 for attending to take possession of a property following default.
 - l. An administrative fee of \$300.00 for each failure by the Chargor to provide proof of insurance coverage on an annual basis;
 - m. An administrative fee of \$1,500.00 for dealing with each cancellation, premium payment or other non-compliance with insurance requirements. Monthly fee of \$500.00 will apply for each month in which the Chargee implements its own insurance policy on a property.
 - n. An administrative fee of \$300.00 for preparation of each mortgage and/or payout statement requested with at least 72 hours advance written notice. Where less than 72 hours advance written notice is given, a nominal fee of \$600.00 will be charged to the Chargor.
 - o. A discharge fee of \$350.00 for each property. Legal and registration fee to be added to the discharge fee.

- p. A late discharge fee of \$1,500.00 is applicable to mortgages past 5 days at maturity.
- q. A late renewal fee of \$1,500.00 is applicable to mortgages past 5 days at maturity.
- r. If offered a renewal at maturity, there will be a renewal fee of 2.5% of the outstanding balance, whichever is higher.
- s. An administrative fee of \$100.00 for each PPSA registration, including without limitation, registration of renewal, discharge, name change, etc.
- t. Payment Change Fee of \$50.00 for each payment change.
- u. If a lender(s) chooses to use SDRSP's as the financial vehicle to fund this mortgage a \$498.75 Administration Charge will be levied by the lending institution at the borrowers expense.

The Chargee reserves the right to charge reasonable fees for other administrative services. All amounts herein shall be deemed to be liquidated amounts to be applied against the Chargee's administrative costs and shall not be a penalty. Any service or administration fee owing by the Chargor to the Chargee which is not paid forthwith after having been incurred shall be added to the principal and shall bear interest at the rate herein set forth. In the event of a further occurrence as set out herein, the applicable fee shall increase by a further sum of \$50.00 and this shall be on a cumulative basis.

2. If the Chargor is required by the Chargee to prepay the entire amount of principal owed to the Chargee (the "Outstanding Principal") because of any default by the Chargor under the terms hereof or if the Chargor fails to pay the Outstanding Principal upon the maturity of this Charge, the Chargor must also pay, in addition to all other amounts due as set out herein, 3 months' interest on the Outstanding Principal. Without limiting the generality of the foregoing, the Chargor acknowledges and agrees that if the Chargee issues either a Notice of Sale or a Statement of Claim, then the Chargee shall be entitled to charge an additional fee equivalent to 3 month's interest on the Outstanding Principal.
3. The Chargor agrees to pay all legal and other expenses incurred by the Chargee in connection with the preparation and registration of any security interests pursuant to the Personal Property Security Act, any renewals, discharges or other changes thereof forthwith upon demand and such fees and expenses, together with interest thereon at the interest rate charges hereunder, shall be added to the principal sum secured by the within charge if not paid by the Chargor.
4. The Chargor shall pay to the Chargee on demand all legal fees payable on a solicitor-client basis, costs and out-of-pocket expenses incurred by any of the Chargee, its agents, officers and employees with respect to:
 - a. the preparation of this Charge, any renewals thereof and related security documents (the "Security Documents") and any other documents, agreements and instruments required pursuant hereto or thereto and any costs associated with realization under this Charge or the Security Documents;
 - b. the Chargee obtaining advice as to its rights and responsibilities under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto or in the event of exercise of any or all of its remedies hereunder or thereunder;
 - c. the exercising of any or all of the rights, remedies and powers of the Chargee under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto, or in defending or taking any measures to defend any action, claim, cause of action or in proceedings directly or indirectly relating to the provisions of any such instrument or document;
 - d. any or all of the taking of, recovering of possession of any assets or property of the Chargor, or any proceedings taken for the purpose of enforcing any rights or remedies provided in this Charge or in any instrument or document comprising the Security Documents or relating thereto, or any proceedings otherwise taken in relation to any assets or property of the Chargor or subject to the security given by the Chargor to the Chargee, or any proceedings taken by reason of any non-payment or non-performance of the obligations of the Chargor hereunder; and
 - e. any appraisals, environmental reports, engineering reports, cost consultants' reports, or any other reports obtained at any time by the Chargee relating to the charged property.

In the event the Chargor fails to pay any such legal fees, costs and expenses to the Chargee forthwith upon demand by the Chargee, then the amount of such unpaid legal fees, costs and expenses shall be added to the Charge indebtedness secured hereunder and shall bear interest at the rate herein set forth.

5. The Chargor and Guarantor agree that should the Chargee herein be a trustee for beneficiaries, the Chargor and Guarantor shall have no claims against the beneficial owners of the Charge.

PAYMENTS

The Chargor must pay the amount of each instalment on every instalment date, beginning on the first instalment date and ending on the last instalment date, all as shown in the Charge. The Chargee shall apply each instalment as follows: First, to pay or reduce any compound interest on this Charge up to the instalment date. Second, to pay other interest on this Charge up to that date. Third, to reduce the principal of this Charge. If the Charge goes into default, the Chargee does not have to apply an instalment as shown above. If the Chargee does not advance the full amount approved for this Charge, the Chargor must still pay the full amount of each instalment, unless Chargee agrees otherwise.

The Chargor must repay the balance of this Charge and the interest thereon in full on the balance due date, unless this Charge is renewed for another term. The Chargor shall have the right to apply any payment by the Chargor to the interest and principal of any other indebtedness of the Chargor to the Chargee in priority to the principal amount secured by this Charge.

Any discharge of this Charge shall be prepared by the Chargee at the Chargor's expense within a reasonable time after repayment of the principal sum secured herein together with accrued interest thereon and all applicable fees, costs and expenses. Any payments made after 1:00 p.m. shall be deemed, for the purpose of calculation of interest, to have been made and received on the next bank business day.

PRIOR & SUBSEQUENT ENCUMBRANCES

In the event that the Chargor is in default under any prior or subsequent mortgage, charge or encumbrance, such default shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law.

FURTHER ENCUMBRANCES

The Chargor shall not grant or permit any further mortgages, charges or encumbrances of any nature to be registered against the lands without the prior written consent of the Chargee. In the event of a breach of this covenant, the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law. In the event that the Chargee has consented to the registration of further mortgages, charges or encumbrances against the lands and the Chargor defaults under any such mortgages, charges or encumbrances, such default shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law.

PAYMENT OF OTHER CHARGES AND PERFORMANCE OF OTHER OBLIGATIONS BY THE CHARGE

The Chargor covenants and agrees with the Chargee to pay all property taxes, public utility rates, charges, and insurance premiums as and when they become due, to keep all encumbrances and agreements in good standing, comply with all zoning by-laws, standards and work orders and not to permit the existence of any work orders, deficiency notices, letters of compliance or the registration of any liens of any nature or kind; the failure of the Chargor to comply with this covenant shall constitute an event of default hereunder and entitle the Chargee at its sole option to avail itself of remedies available hereunder and at law including the right to accelerate the principal sum secured hereunder together with all accrued interest thereon plus costs. In addition, at the Chargee's sole option, the Chargor hereby agrees that the Chargee may satisfy any charge, lien, any matter raised in this paragraph or other encumbrance now or hereafter existing or to arise or be claimed upon the charged property and the amount so paid together with all costs associated therewith shall be added to the principal sum hereby secured and bear interest at the rate of interest set forth herein and shall be payable forthwith by the Chargor to the Chargee and in

default of payment, the entire principal sum, accrued interest and costs, shall become payable at the option of the Chargee and the remedies hereby given and available at law may be exercised forthwith without notice. In the event of the Chargee satisfying any such charge or claim, it shall be entitled to all equities and securities of the person or persons so satisfied and it may retain any discharge, cessation of charge or assignment of charge unregistered until paid.

CROSS DEFAULT

The Chargor acknowledges that this Charge has been given pursuant to the provisions of the mortgage commitment issued by the Chargee in favour of the Chargor (the "Commitment"). The Chargor agrees that any and all default under the terms and conditions of the Charge, the Commitment or pursuant to any other charge or security document between the Chargor and the Chargee, including any document pursuant to which the Chargor is a guarantor, shall constitute concurrent default under this Charge and any and all default under this Charge shall constitute concurrent default under all such security documents and shall entitle the Chargee to pursue its remedies under any or all of the aforesaid security documents and the unpaid principal balance of all liabilities and amounts owing pursuant to the Commitment together with interest as aforesaid shall, at the option of and upon demand by the Chargee, become immediately due and repayable.

REVENUE CANADA LIENS

Should a Revenue Canada Tax Lien be placed upon this property then it will be deemed in default and repayable with immediate effect, at the lender's discretion. All applicable default fees shall apply.

NON-MERGER

Notwithstanding the registration of the Charge and the advance of funds pursuant hereto, the terms and conditions of the Commitment shall remain binding and effective on the parties hereto and shall not merge in this Charge nor in any document executed and delivered to the Chargee in connection with the transaction contemplated by the Commitment, and the terms of the Commitment are incorporated herein by reference.

POSSESSION UPON DEFAULT

Upon default in payment of principal or interest under this Charge or in performance of any of the terms and conditions hereof, the Chargee may enter into and take possession of the charged property, free of all manner of former conveyances, mortgages, charges or encumbrances without the let, suit, hindrance, interruption or denial of the Chargor or any other person whatsoever.

NOTICE OF POWER OF SALE

In the event a Power of Sale is commenced, the Notice of Power of Sale may be served by registered mail on the address of service of the Borrower and the Borrower hereby accepts this service as if such notice was served on the Borrower's last known location. The Borrower must choose an address for service in Canada.

REGISTRATION OF RESTRICTIVE COVENANTS S.118

The Lender may exercise in their sole discretion the option to register a s.118 Restrictive Covenant on title of the property and the Borrower shall execute any and all documents to give effect to said registration.

NOTICE OF POWER OF SALE

In the event a Power of Sale is commenced, the Notice of Power of Sale may be served by registered mail on the address of service of the Borrower and the Borrower hereby accepts this service as if such notice was served on the Borrower's last known location. The Borrower must choose an address for service in Canada.

POSSESSION UPON DEFAULT

Upon default in payment of principal or interest under this Charge or in performance of any of the terms and conditions hereof, the Chargee may enter into and take possession of the charged property, free of all manner of former conveyances, mortgages, charges or encumbrances without the let, suit, hindrance, interruption or denial of the Chargor or any other person whatsoever.

RIGHT OF FIRST REFUSAL

In the event the Chargee issues a Notice of Sale upon default of this Charge, and upon the receipt of not less than 3 bona fide,

reasonable, and legitimate offers, the Chargee, shall be entitled to the right of first refusal to purchase the property upon the same terms and conditions of the highest offer. Notwithstanding the foregoing, if less than 3 bona fide, reasonable, and legitimate offers are made within 30 days of the issuance of a Notice of Sale, the Chargee may exercise this right of first refusal, or in the event no offer is made within 30 days, may make a reasonable offer to purchase the property, upon expiry of the 30th day from the issuance of a Notice of Sale.

SEVERABILITY OF ANY INVALID PROVISIONS

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

INCONSISTENCY OF TERMS

The provisions herein shall be in addition to and not in substitution for those found in the Standard Charge Terms and the Commitment. In the event of an inconsistency between the terms of the Charge, the Commitment and the Standard Charge Terms, the Chargee may, in its sole discretion, determine which shall prevail.

Pre-Authorized Debit Agreement (PAD)

TO: Lift Capital Incorporated

BANK INFORMATION	
Loan Number	385
Name	HAPPY GILMORE INC.
Bank	BMO
Institution #	001
Transit #	04902
Account #	1993992

WE, Happy Gilmore Inc., Multiville Inc., DSPLN Inc., The Pink Flamingo hereby authorize Lift Capital Incorporated to debit OUR Account for \$4,333.33

On the 1st of every month and/or one-time payments from time to time authorized by US. In this event, WE waive the requirement for Lift Capital Incorporated to notify us of the one-time Debit amount.

These services are for _____ Personal _____ Business

This authority is to remain in effect until Lift Capital Incorporated has received written notification from US of its change or termination. This notification must be received at least 14 days before the next debit is scheduled at the address provided below. WE may obtain a sample cancellation form, or more information on my/our duties to cancel PAC Agreement at my/our financial institution or by visiting www.cdnpay.ca.

WE warrant that all persons whose signature is required to sign on the account have signed the authorization below.

WE HAVE ATTACHED A VOID CHEQUE or FINANCIAL INSTITUTION PRE-AUTHORIZED DEBIT FORM, which forms part of this document indicating the Financial Institution, Branch, Transit Number, and the Account Number for which the interest payments are to be debited. No reimbursement was provided for such automatic payment authorization.

WE permit Lift Capital Incorporated to provide this authorization to the financial institution acting on the behalf of Lift Capital Incorporated.

WE authorize Lift Capital Incorporated to debit our bank account, in the event we decide to make an unscheduled payment toward our principal and/or arrears balance.

WE have certain recourse right if debit does not comply with this agreement. For example, WE have the right to received reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. To obtain a form for Reimbursement Claim, or for more information on my/our rights, WE may contact my/our financial institution or visit cdnpay.ca.

And, WE make this authorization conscientiously believing it to be true.

AB
Happy Gilmore
Inc.

AB
Multiville Inc.

AB
DSPLN Inc.

AB
The Pink
Flamingo

RM
Ryan Molony
(Guarantor)

AB
Aruba Butt
(Guarantor)

Oct 20th, 2022
Date

Loan Commitment

We are pleased to provide a Second mortgage subject to the following terms and conditions, Schedule 'A', hereto and our normal underwriting procedures.

Chargor(s) / Borrower(s): DSPLN Inc., Balboa Inc.

Guarantor(s): Aruba Butt

Property address: 182 Biggings Sault Ste. Marie ON P6A 3T9, 156 Warner Street, 6 Hollinger Lane, Timmins, On, 51 Pardee Avenue, Sault Ste. Marie, On, 400 Wallace Terrace, Sault Ste. Marie, On, 30 Melville Road, Sault Ste. Marie, On, 470 Randall Drive, Timmins, On, 145 Biggins Avenue, Sault Ste. Marie, On, 67 Rand Avenue West, Kirkland Lake, On

Chargee/Lender: Lift Capital Incorporated

Loan Amount: \$510,000.00

Term: 6 months

Rate: 13.99% interest only per annum

Payments: \$5,945.75 interest only paid monthly

Repayment Terms: The loan shall be open to prepayment for the term with 30 days' written notice, without bonus or penalty.

Commitment date: January 11, 2023

Closing Date: January 16, 2023

Interest Adjustment Date: January 16, 2023

First Payment Date: March 1, 2023

Maturity Date: August 1, 2023

Deposit: \$0.00 non-refundable, payable upon execution of this commitment (to be applied against closing costs)

Prepayment: The loan shall be open to prepayment for the term with 30 days' written notice, without bonus or penalty.

Lender Fee: \$6,000.00 of the loan amount – You acknowledge that this fee will be deducted from the mortgage advance on closing.

Broker Fee: \$0.00 of the loan amount – You acknowledge that this fee will be deducted from the mortgage advance on closing.

Administration Fee: A \$175.00 administration fee will be charged for reporting costs, to be deducted from the advance.

Wire Fee: A \$450.00 wire fee will be charged and deducted from the advance of the loan.

Interest Adjustment fee: Amount will be calculated accordingly and will be deducted from the mortgage advance on closing.

Title: It is understood that the advance of funds is subject to our solicitor providing a satisfactory report on title. Title insurance at your expense, satisfactory to us, is required.

Ownership: Should there be any change in the beneficial ownership, or if any portion of the properties subject to the mortgage are sold or in any way disposed of by the current owner(s); the outstanding amount of the mortgage must be repaid in full.

Costs: You are responsible for the processing, legal, appraisal, survey and insurance fees associated with this loan. Borrower must pay all legal costs incurred by the lender related to the set-up and discharge of the loan.

Fire Insurance: Fire and extended insurance coverage in a form and for an amount acceptable to us is to be taken out with an insurance company or insurance companies approved by us for the full insurable value of the property, \$2,000,000 in liability, and assigned to us as Mortgagee/Chargee. Co-insurance is not acceptable.

Cancellation: This commitment may be withdrawn, at our option, if the funds are not fully advanced within 45 days from Commitment Date.

Lender's Solicitors: Diamond and Diamond Lawyers LLP, 255 Consumers Road, 5th Floor, Tel: (416) 256 1600 x 888 | Fax: 1-855-353-5182 has been appointed to act on our behalf in this transaction.

Additional Provisions: Refer to Schedule A attached.

Conditions:

1. The amounts outstanding on the following debts do not exceed:

- a. 1st mortgage secured against 182 Biggings Sault Ste. Marie ON P6A 3T9 with Windrose not to exceed \$144,000.00 and must be in good standing.
- b. 1st mortgage secured against 156 Warner Street with Windrose not to exceed \$152,910.00 and must be in good standing.
- c. 1st mortgage secured against 6 Hollinger Lane, Timmins, On with Windrose not to exceed \$141,250.00 and must be in good standing.
- d. 1st mortgage secured against 51 Pardee Avenue, Sault Ste. Marie, On with Windrose not to exceed \$202,500.00 and must be in good standing.
- e. 1st mortgage secured against 400 Wallace Terrace, Sault Ste. Marie, On with Windrose not to exceed \$150,000.00 and must be in good standing.
- f. 1st mortgage secured against 30 Melville Road, Sault Ste. Marie, On with Windrose not to exceed

\$170,000.00 and must be in good standing.

g. 1st mortgage secured against 470 Randall Drive, Timmins, On with Windrose not to exceed \$243,000.00 and must be in good standing.

h. 1st mortgage secured against 145 Biggins Avenue, Sault Ste. Marie, On with Windrose not to exceed \$112,000.00 and must be in good standing.

i. 1st mortgage secured against 67 Rand Avenue West, Kirkland Lake, On with Windrose not to exceed \$140,000.00 and must be in good standing.

2. Interest shall increase to 20% per annum in the 13th month of the term.

3. Notice of Assignment of Rents shall be registered on title, if required by the Lender.

4. There being no outstanding Writs of Execution registered against the Chargor(s) on closing.

5. If the property is a condominium property, you shall provide us with an up-to-date status certificate together with enclosures from the condominium corporation confirming satisfactory condominium insurance and common expenses are up-to-date, to our satisfaction.

6. You are recommended to obtain independent legal representation. The Guarantors must obtain independent legal advice. We reserve the right to require the Chargors to obtain independent legal advice or independent legal representation. Where a Chargor has a spouse and the spouse is not party to the transaction, the spousal consent of the spouse must be provided. If you choose to use our solicitors, all information received by our solicitors in connection with this transaction from either party cannot be treated as confidential insofar as the other party is concerned. In the event of a material conflict between you and us which cannot be resolved (i.e., default proceedings), you will be advised thereof, and it may be necessary for our solicitors to discontinue acting for you in this matter and any other matters. You hereby specifically acknowledge and irrevocably authorize our solicitors to continue to act for us and to act against you in any such conflict.

7. We will not accept documentation executed by power of attorney.

8. You agree and consent that we shall have the option of having our representatives attend at the property to conduct an inspection, including taking pictures of the property. All costs incurred with the said inspection shall be your sole responsibility and shall be paid by you at the time of discharge of the mortgage, cost not to exceed \$300.00. Further, if the lender is required to inspect the property because of delinquency of payment, there shall be a fee of \$300 levied. NOTE: This inspection is solely for our benefit and in the event that such inspection is not satisfactory, this Commitment shall be null and void.

9. The property taxes must be up-to-date and in good standing.

10. The mortgage shall be prepared in accordance with our standard mortgage documents with such usual terms as are contained therein.

11. You hereby consent and authorize us and our representatives to make inquiries regarding the payment of the prior charges, including ordering statements proving good standing of the prior mortgages, and you also consent and authorize us and our representatives to make inquiries regarding the payment of the property taxes, including ordering statements proving good standing of the property taxes. This shall be sufficient and irrevocable authorization on your behalf to the prior charges or municipality to release information to us on your accounts.

12. We reserve the right to syndicate, participate, assign or otherwise share the mortgage loan with one or more other co-lenders at any time without further notice or consent, including prior to funding.

13. You hereby consent and authorize us and our representatives to disclose and share any information received by us (including but not limited to the mortgage application, employment history, credit bureau) in order to provide you with the mortgage loan with our representatives and potential mortgage lenders in order for us to syndicate, assign or share the mortgage loan, including prior to funding.

14. The solicitor acting for you must obtain valid identification from you and verify your identity.
 15. The mortgage shall contain a clause that provides us with an assignment of any and all rental income presently or in the future, for the property.
 16. You shall provide our solicitors with the most recent statements for each of the above accounts and shall execute such directions or other documents as we may require to close these accounts, as necessary.
 17. You hereby agree to provide us with your respective up-to-date e-mail addresses and hereby confirm that your current email addresses and phone numbers are as follows:
E: nil@noemail.com
T:
 18. The parties hereto agree that the signature and or initials on this Mortgage Loan Commitment Letter or its acceptance, rejection or modification can be transmitted by email and that communication by such means will be legal and binding on all parties hereto.
-

Date: January 11, 2023



Lender: Lift Capital Incorporated

Note- Must be signed back within 5 business days from date of commitment or null and void.

I accept the above terms and conditions:

Aruba Butt

DSPLN Inc.

1/11/2023

Date

Aruba Butt

Balboa Inc.

1/11/2023

Date

Aruba Butt

Aruba Butt (Guarantor)

1/11/2023

Date

AUTHORIZATION FORM AND CONSENT TO DISCLOSURE OF INFORMATION

The Lender: Lift Capital Incorporated

Registered owner's name: DSPLN Inc., Balboa Inc.

Property Address: 182 Biggings Sault Ste. Marie ON P6A 3T9

TO: Insurance Broker(s), Insurer(s), Existing Mortgage Lender(s), Private and/or Public Utilities, City and/or Property Tax Department, Condo Corporation / Property Manager, Chattel and Lien Holder, Creditors/Writs, Lawyers, Credit Reporting Agencies, Electrical Safety Authority, Health and/or Fire Department, and/or the Ministry of Environment (collectively, the "Authority")

I the undersigned, being the borrower and purchaser of the above-noted property, hereby authorize you, the Authority, to release any information you may have in your files relating to (but not limited to) or allow for the following (prior to or after closing):

- Authorization for the Lender and/or their lawyer to Arrange/Change a Loss Payee on the insurance policy of the Registered Owners' property as part upcoming mortgage closing. As well, the arrangement of new insurance in the event of insurance default not cured by the registered owner (after the closing).
- The release of Mortgage Balances and Information Statements, Creditor Statements and/or Liens and/or Lodgement and/or Chattels and/or Writs and/or Discharge Statements from an existing mortgage company, and/or status certificates and/or outstanding Work Orders, Deficiencies, Violations, and/or Notices. Including but not limited to authority for the Lender and/or their designate to pull an Equifax or TransUnion credit report in the event of a mortgage default.

This document shall be your good and sufficient authority to conduct fire and health inspections if required and requested by the Lender and to release the aforementioned information to the Lender, the Lender's Lawyer, and/or its assigned investor.

The Parties hereto agree that the signatures and or initials on this Authorization Form and Consent to Information Disclosure can be transmitted by email and that communication by such means will be legal and binding on all parties hereto.

<p><u>Aruba Butt</u> DSPLN Inc.</p>	<p>1/11/2023 Date</p>
<p><u>Aruba Butt</u> Balboa Inc.</p>	<p>1/11/2023 Date</p>
<p><u>Aruba Butt</u> Aruba Butt (Guarantor)</p>	<p>1/11/2023 Date</p>

CONSENT, AUTHORIZATION, ACKNOWLEDGMENT, AND DIRECTION OF RESTRICTIVE COVENANT(S)

The Lender: Lift Capital Incorporated

Registered owner's name: DSPLN Inc., Balboa Inc.

Property Address: 182 Biggings Sault Ste. Marie ON P6A 3T9

TO: Diamond and Diamond Lawyers LLP

In consideration of the Lender agreeing to commit and prepare the Loan referred to herein and for such other consideration here and now agreed sufficient between the parties, the Borrower promises to pay the Lender Fee, Legal Fees, and Broker Fees (as applicable in each case) as stipulated in the Mortgage Commitment above (the "Fees") to the Lender, or applicable party, upon acceptance of this agreement regardless of closing. **Should the Borrower fail to close for any reason**, including but not limited to failure to satisfy the conditions for funding of the offer or failure to execute the security documents for any reason after accepting the terms and conditions outline herein, **he/she shall be liable for the Fees**. The Borrower agrees that interest will accrue on the Fees at the same rate as if the full mortgage/loan was advanced.

As security for the Fees now payable regardless upon execution of this Loan Commitment, the Borrower hereby delivers to the Lender the title deeds to the Property until such time as the Fees and interest thereon is paid in full. The Lender upon execution of this Loan Commitment hereby has security over the Property until the Fees and interest thereon is paid in full. For clarity, the Borrower and Lender have the common intention to make the Property security for a debt and create an equitable mortgage.

Pursuant to section 118 of the *Land Titles Act*, the Borrower authorizes the Lender to protect same by registering a **Restrictive Covenant(s)** on the Property and hereby agrees not to sell, transfer or otherwise convey their interest in the property without the Lender's consent. To the extent permitted by law, you agree to waive any right to receive a copy of such registration and appoint the Lender as your lawful attorney for the purpose of doing any such registrations.

The Borrower specifically authorizes and directs Diamond & Diamond Lawyers LLP to sign, deliver, and/or register electronically, on my/our behalf the covenant(s) document in the form required. The effect of this authorization and direction has been fully explained to me/us, I have been advised to obtain independent legal advice and had the opportunity to obtain independent legal advice but have chosen not to do so, and I/we understand that I/we are parties to and bound by the terms and provisions of this Agreement.

Aruba Butt

DSPLN Inc.

Aruba Butt

Balboa Inc.

Aruba Butt

Aruba Butt (Guarantor)

1/11/2023

Date

1/11/2023

Date

1/11/2023

Date

Schedule A

PRE-AUTHORIZED PAYMENT / POST-DATED CHEQUES

The Chargor agrees to provide the mortgage payments by "pre-authorized debit plan" to allow monthly payments to be withdrawn automatically. Alternatively, the Chargee may require the Chargor to provide one or more series of post-dated cheques for the payments that are payable under this Charge during the term of this Charge or such portion thereof as the Chargee may specify. The failure to provide the post-dated cheques shall constitute default under the Charge and the Chargee shall be entitled to all of its remedies there under.

DUE ON SALE

In the event that the Chargor sells, conveys, transfers, assigns, exercises a power of appointment or enters into any agreement of sale with respect to the charged property to a purchaser, transferee or assignee or in the event of a change of shareholders of the Chargor which results in a change of control of the Chargor or in the event of a change in the beneficial ownership of the charged property or if such a purchaser, transferee or assignee should fail to apply for and receive the Chargee's written approval, agree to assume all the obligations of the Chargor under this Charge and execute an assumption agreement in the form required by the Chargee, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon and 3 months of interest.

RENEWABILITY

This Charge loan is not automatically renewable at the end of any stipulated term and any renewal term must be negotiated and may bear a renewal fee. If the Charge is not renewed and the Chargor fails to repay the mortgage principal on the maturity date, a fee equivalent to the Lender fee as stipulated in the Mortgage Commitment shall become due and payable. The Chargor/Mortgagor agrees to pay this renewal fee and an administration fee of \$250.00 at the beginning of each month, for each month that the Charge/Mortgage loan is not repaid. These terms are not to be considered a renewal of the Charge and the Charge loan is considered due and payable.

LEASE

The Chargor covenants and agrees with the Chargee that the Chargor will obtain the prior written consent of the Chargee before executing any lease, offer or agreement to lease, or any tenancy agreement for the lease of the whole or any part of the charged property regardless of the length of term of any such lease, offer or agreement to lease or tenancy agreement. The Chargor further covenants and agrees with the Chargee that forthwith after any change or happening affecting any of the leases, offers or agreements to lease, or any tenancy agreements the Chargor will forthwith advise the Chargee accordingly in writing and will furnish the Chargee with full particulars thereof. If the charged property is leased in whole or in part by the Chargor without the prior written consent of the Chargee, or if the Chargor fails to inform the Chargee of any change or happening affecting any of the leases as set out above, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon.

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

As additional security, the Chargor hereby assigns to the Chargee, all leases and contracts already in existence and to be created in the future, together with all rents to become due under existing or future leases and, upon an event of default as hereinafter provided, confers upon the Chargee herein the exclusive power, to be used or not used in its sole discretion, to act as agent, or to appoint a third person to act as agent for the Chargor, with power to take possession of and collect all rents and profits arising from the charged property and to apply such rents and profits at the option of the Chargee to the payment of the indebtedness, interest, insurance, taxes, cost of maintenance and operation, repairs and other expenses similar to the foregoing in such order of priority as the Chargee may in its sole discretion determine.

CONSTRUCTION LIEN ACT

No portion of the proceeds of this Charge is to be used to finance any construction, alterations, renovations or improvements to the charged property within the meaning of the Construction Lien Act (Ontario) or to repay a charge/mortgage which was taken out for this purpose, failing which at the option of the Chargee all amounts hereby secured shall forthwith become due and

payable together with accrued interest and unearned interest thereon until maturity. If any amount of money is claimed in priority over this Charge pursuant to the Construction Lien Act (Ontario) and if the Chargee is obliged to pay any amounts owing under the said Act, same may be added to the principal amount outstanding under this Charge.

FARM DEBT MEDIATION ACT

The Chargor represents and warrants that the Chargor is not a "farmer" as defined in the Farm Debt Mediation Act and the Chargor further covenants and agrees that during the currency of this Charge the Chargor will not engage in any activity which would have the effect of deeming the Chargor a "farmer" within the meaning of the Farm Debt Mediation Act. In the event that the Chargor fails to comply with this provision, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest and (3) months interest thereon.

INSULATION

The charged property is not and has never been insulated with urea formaldehyde foam insulation, and the Chargor will not permit such insulation to be used in the construction of any future improvement to the charged property. In the event that the Chargee determines that any portion of the charged property is, or has been, so insulated, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon.

BANKRUPTCY & INSOLVENCY ACT

The Chargor represents and warrants that the Chargor is not an "undischarged bankrupt" as defined in the Bankruptcy and Insolvency Act. In the event that the Chargor is an "undischarged bankrupt" then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest and three (3) months interest thereon.

WELL WATER ANALYSIS

In the event that the charged property is not on municipal water supply, the Chargee requires satisfactory bacteriological analysis of the well water by the Ministry of Health.

INSURANCE

The Chargor must insure and keep insured all buildings, structures, fixtures and improvements on the charged property for not less than full replacement value in Canadian dollars. The Chargor must keep this insurance coverage in place at all times until the indebtedness has been fully paid and the Charge discharged. The insurance must include coverage for loss or damage caused by fire with extended perils coverage. At any time, the Chargee may require that the Chargor also obtain coverage for additional perils, risks or events. If a steam boiler, pressure vessel, oil or gas burner, coal blower, stoker or sprinkler system or any other comparable equipment is operated on the charged property, then the Chargor must also have insurance coverage for loss or damage caused to the equipment, or by the equipment, or by the explosion of the equipment. All insurance policies must be carried with a company that is satisfactory to the Chargee, contain mortgage clauses approved by the Insurance Bureau of Canada, or by the Chargee, confirming that any loss proceeds will be paid first to the Chargee, and give the Chargee the first right to receive and to have a lien on the insurance proceeds. If the Chargee asks the Chargor to, the Chargor must provide the Chargee with certified copies of all insurance policies. At least fifteen (15) days before any insurance policy expires, the Chargor must provide the Chargee with evidence that the Chargor has renewed the policy and paid all premiums. If the Chargor does not arrange for insurance or if the Chargor does not pay the premium for any insurance policy, the Chargee may arrange for insurance and pay the premium. However, the Chargee is not obligated to do so. If the Chargee pays any insurance premium or other amount of money for insurance on behalf of the Chargor, the Chargor must repay the Chargee immediately. If any loss or damage occurs, the Chargor must immediately do everything necessary to enable the Chargee to obtain the insurance money payable to the Chargee under the Charge. The Chargor must pay all expenses related to this. The Chargor agrees that if the Chargee produce the Charge, that will be sufficient authority for the insurance company to pay the Chargee any insurance money that is payable because of a loss. The Chargor hereby authorizes and directs the insurance company to do so without the Chargor's further signature or consent. The Chargee shall have the right to decide how to use the insurance money. For example, the Chargee may use part or all of the insurance money to repair or rebuild the charged property, reduce any part of the loan amount, whether it is due or not, including paying any prepayment charges that are payable, or pay the Chargor. Failure by the Chargor to maintain insurance coverage as set out herein shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to

exercise any or all of the remedies available to it hereunder or at law.

MUNICIPAL TAXES

The Chargor shall pay all municipal, school, and local improvement taxes on the charged property. Taxes must be paid when they are due and the Chargor shall provide the Chargee with a copy of the receipted tax bill within thirty (30) days after the due date of the final instalment. If the Chargor does not provide the Chargee with a receipted tax bill, the Chargor shall pay the administrative fee set out herein and reimburse the Chargee for any costs incurred by the Chargee to obtain a tax search and for making up for any deficiencies.

FEES AND COSTS

The Chargor covenants and agrees with the Chargee as follows:

1. To pay to the Chargee its administration and/or servicing fees for the following matters in the amounts set forth:
 - a. An administrative fee of \$1,500.00 if the charged property falls into arrears and requires the Chargee to bring it current.
 - b. An administrative fee of \$300.00 for each failure by the Chargor to notify the Chargee of lien registration by the Condominium Corporation for common expense arrears.
 - c. An administrative fee of \$300.00 for each failure by the Chargor to provide proof of payment of realty taxes;
 - d. An administrative fee of \$500.00 for each default under any prior mortgage, charge or encumbrance;
 - e. An administrative fee of \$500.00 for each correspondence/payment made by the Chargee in order to protect its security, including without limitation payment for the maintenance of fire insurance, utility continuance, condominium common expenses, realty taxes, prior mortgages, etc. The Chargor agrees that any such payment by the Chargee shall bear interest at eighteen percent (18%) per annum, calculated and compounded monthly.
 - f. An administrative fee of \$500.00 for each visit to a property.
 - g. An administrative fee of \$200.00 per day for administering the maintenance and security of any property in the possession of Chargee.
 - h. An administrative fee of \$300.00 for each failure to provide post-dated cheques.
 - i. Missed payment fee of \$300.00 shall be payable for each missed or late instalment and for processing each NSF cheque or other returned payment. If any cheque is returned NSF, any replacement cheque must be certified. If such replacement cheque is not certified, the Chargee shall be entitled to have it certified, and to add all the costs of certification (including courier charges to and from the Chargor's bank) to the amount owing on the Charge.
 - j. An administrative fee of \$5,000.00 for each demand, action or proceeding instituted by the Chargee to enforce its rights and remedies pursuant to the Charge.
 - k. An administrative fee of \$500.00 for attending to take possession of a property following default.
 - l. An administrative fee of \$300.00 for each failure by the Chargor to provide proof of insurance coverage on an annual basis;
 - m. An administrative fee of \$1,500.00 for dealing with each cancellation, premium payment or other non-compliance with insurance requirements. Monthly fee of \$500.00 will apply for each month in which the Chargee implements its own insurance policy on a property.
 - n. An administrative fee of \$300.00 for preparation of each mortgage and/or payout statement requested with at least 72 hours advance written notice. Where less than 72 hours advance written notice is given, a nominal fee of \$600.00 will be charged to the Chargor.
 - o. A discharge fee of \$350.00 for each property. Legal and registration fee to be added to the discharge fee.

- p. A late discharge fee of \$1,500.00 is applicable to mortgages past 5 days at maturity.
- q. A late renewal fee of \$1,500.00 is applicable to mortgages past 5 days at maturity.
- r. If offered a renewal at maturity, there will be a renewal fee of 2.5% of the outstanding balance, whichever is higher.
- s. An administrative fee of \$100.00 for each PPSA registration, including without limitation, registration of renewal, discharge, name change, etc.
- t. Payment Change Fee of \$50.00 for each payment change.
- u. If a lender(s) chooses to use SDRSP's as the financial vehicle to fund this mortgage a \$498.75 Administration Charge will be levied by the lending institution at the borrowers expense.

The Chargee reserves the right to charge reasonable fees for other administrative services. All amounts herein shall be deemed to be liquidated amounts to be applied against the Chargee's administrative costs and shall not be a penalty. Any service or administration fee owing by the Chargor to the Chargee which is not paid forthwith after having been incurred shall be added to the principal and shall bear interest at the rate herein set forth. In the event of a further occurrence as set out herein, the applicable fee shall increase by a further sum of \$50.00 and this shall be on a cumulative basis.

- 2. If the Chargor is required by the Chargee to prepay the entire amount of principal owed to the Chargee (the "Outstanding Principal") because of any default by the Chargor under the terms hereof or if the Chargor fails to pay the Outstanding Principal upon the maturity of this Charge, the Chargor must also pay, in addition to all other amounts due as set out herein, 3 months' interest on the Outstanding Principal. Without limiting the generality of the foregoing, the Chargor acknowledges and agrees that if the Chargee issues either a Notice of Sale or a Statement of Claim, then the Chargee shall be entitled to charge an additional fee equivalent to 3 month's interest on the Outstanding Principal.
- 3. The Chargor agrees to pay all legal and other expenses incurred by the Chargee in connection with the preparation and registration of any security interests pursuant to the Personal Property Security Act, any renewals, discharges or other changes thereof forthwith upon demand and such fees and expenses, together with interest thereon at the interest rate charges hereunder, shall be added to the principal sum secured by the within charge if not paid by the Chargor.
- 4. The Chargor shall pay to the Chargee on demand all legal fees payable on a solicitor-client basis, costs and out-of-pocket expenses incurred by any of the Chargee, its agents, officers and employees with respect to:
 - a. the preparation of this Charge, any renewals thereof and related security documents (the "Security Documents") and any other documents, agreements and instruments required pursuant hereto or thereto and any costs associated with realization under this Charge or the Security Documents;
 - b. the Chargee obtaining advice as to its rights and responsibilities under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto or in the event of exercise of any or all of its remedies hereunder or thereunder;
 - c. the exercising of any or all of the rights, remedies and powers of the Chargee under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto, or in defending or taking any measures to defend any action, claim, cause of action or in proceedings directly or indirectly relating to the provisions of any such instrument or document;
 - d. any or all of the taking of, recovering of possession of any assets or property of the Chargor, or any proceedings taken for the purpose of enforcing any rights or remedies provided in this Charge or in any instrument or document comprising the Security Documents or relating thereto, or any proceedings otherwise taken in relation to any assets or property of the Chargor or subject to the security given by the Chargor to the Chargee, or any proceedings taken by reason of any non-payment or non-performance of the obligations of the Chargor hereunder; and
 - e. any appraisals, environmental reports, engineering reports, cost consultants' reports, or any other reports obtained at any time by the Chargee relating to the charged property.

In the event the Chargor fails to pay any such legal fees, costs and expenses to the Chargee forthwith upon demand by the Chargee, then the amount of such unpaid legal fees, costs and expenses shall be added to the Charge indebtedness secured hereunder and shall bear interest at the rate herein set forth.

5. The Chargor and Guarantor agree that should the Chargee herein be a trustee for beneficiaries, the Chargor and Guarantor shall have no claims against the beneficial owners of the Charge.

PAYMENTS

The Chargor must pay the amount of each instalment on every instalment date, beginning on the first instalment date and ending on the last instalment date, all as shown in the Charge. The Chargee shall apply each instalment as follows: First, to pay or reduce any compound interest on this Charge up to the instalment date. Second, to pay other interest on this Charge up to that date. Third, to reduce the principal of this Charge. If the Charge goes into default, the Chargee does not have to apply an instalment as shown above. If the Chargee does not advance the full amount approved for this Charge, the Chargor must still pay the full amount of each instalment, unless Chargee agrees otherwise.

The Chargor must repay the balance of this Charge and the interest thereon in full on the balance due date, unless this Charge is renewed for another term. The Chargor shall have the right to apply any payment by the Chargor to the interest and principal of any other indebtedness of the Chargor to the Chargee in priority to the principal amount secured by this Charge.

Any discharge of this Charge shall be prepared by the Chargee at the Chargor's expense within a reasonable time after repayment of the principal sum secured herein together with accrued interest thereon and all applicable fees, costs and expenses. Any payments made after 1:00 p.m. shall be deemed, for the purpose of calculation of interest, to have been made and received on the next bank business day.

PRIOR & SUBSEQUENT ENCUMBRANCES

In the event that the Chargor is in default under any prior or subsequent mortgage, charge or encumbrance, such default shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law.

FURTHER ENCUMBRANCES

The Chargor shall not grant or permit any further mortgages, charges or encumbrances of any nature to be registered against the lands without the prior written consent of the Chargee. In the event of a breach of this covenant, the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law. In the event that the Chargee has consented to the registration of further mortgages, charges or encumbrances against the lands and the Chargor defaults under any such mortgages, charges or encumbrances, such default shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law.

PAYMENT OF OTHER CHARGES AND PERFORMANCE OF OTHER OBLIGATIONS BY THE CHARGE

The Chargor covenants and agrees with the Chargee to pay all property taxes, public utility rates, charges, and insurance premiums as and when they become due, to keep all encumbrances and agreements in good standing, comply with all zoning by-laws, standards and work orders and not to permit the existence of any work orders, deficiency notices, letters of compliance or the registration of any liens of any nature or kind; the failure of the Chargor to comply with this covenant shall constitute an event of default hereunder and entitle the Chargee at its sole option to avail itself of remedies available hereunder and at law including the right to accelerate the principal sum secured hereunder together with all accrued interest thereon plus costs. In addition, at the Chargee's sole option, the Chargor hereby agrees that the Chargee may satisfy any charge, lien, any matter raised in this paragraph or other encumbrance now or hereafter existing or to arise or be claimed upon the charged property and the amount so paid together with all costs associated therewith shall be added to the principal sum hereby secured and bear interest at the rate of interest set forth herein and shall be payable forthwith by the Chargor to the Chargee and in

default of payment, the entire principal sum, accrued interest and costs, shall become payable at the option of the Chargee and the remedies hereby given and available at law may be exercised forthwith without notice. In the event of the Chargee satisfying any such charge or claim, it shall be entitled to all equities and securities of the person or persons so satisfied and it may retain any discharge, cessation of charge or assignment of charge unregistered until paid.

CROSS DEFAULT

The Chargor acknowledges that this Charge has been given pursuant to the provisions of the mortgage commitment issued by the Chargee in favour of the Chargor (the "Commitment"). The Chargor agrees that any and all default under the terms and conditions of the Charge, the Commitment or pursuant to any other charge or security document between the Chargor and the Chargee, including any document pursuant to which the Chargor is a guarantor, shall constitute concurrent default under this Charge and any and all default under this Charge shall constitute concurrent default under all such security documents and shall entitle the Chargee to pursue its remedies under any or all of the aforesaid security documents and the unpaid principal balance of all liabilities and amounts owing pursuant to the Commitment together with interest as aforesaid shall, at the option of and upon demand by the Chargee, become immediately due and repayable.

REVENUE CANADA LIENS

Should a Revenue Canada Tax Lien be placed upon this property then it will be deemed in default and repayable with immediate effect, at the lender's discretion. All applicable default fees shall apply.

NON-MERGER

Notwithstanding the registration of the Charge and the advance of funds pursuant hereto, the terms and conditions of the Commitment shall remain binding and effective on the parties hereto and shall not merge in this Charge nor in any document executed and delivered to the Chargee in connection with the transaction contemplated by the Commitment, and the terms of the Commitment are incorporated herein by reference.

POSSESSION UPON DEFAULT

Upon default in payment of principal or interest under this Charge or in performance of any of the terms and conditions hereof, the Chargee may enter into and take possession of the charged property, free of all manner of former conveyances, mortgages, charges or encumbrances without the let, suit, hindrance, interruption or denial of the Chargor or any other person whatsoever.

NOTICE OF POWER OF SALE

In the event a Power of Sale is commenced, the Notice of Power of Sale may be served by registered mail on the address of service of the Borrower and the Borrower hereby accepts this service as if such notice was served on the Borrower's last known location. The Borrower must choose an address for service in Canada.

REGISTRATION OF RESTRICTIVE COVENANTS S.118

The Lender may exercise in their sole discretion the option to register a s.118 Restrictive Covenant on title of the property and the Borrower shall execute any and all documents to give effect to said registration.

NOTICE OF POWER OF SALE

In the event a Power of Sale is commenced, the Notice of Power of Sale may be served by registered mail on the address of service of the Borrower and the Borrower hereby accepts this service as if such notice was served on the Borrower's last known location. The Borrower must choose an address for service in Canada.

POSSESSION UPON DEFAULT

Upon default in payment of principal or interest under this Charge or in performance of any of the terms and conditions hereof, the Chargee may enter into and take possession of the charged property, free of all manner of former conveyances, mortgages, charges or encumbrances without the let, suit, hindrance, interruption or denial of the Chargor or any other person whatsoever.

RIGHT OF FIRST REFUSAL

In the event the Chargee issues a Notice of Sale upon default of this Charge, and upon the receipt of not less than 3 bona fide,

reasonable, and legitimate offers, the Chargee, shall be entitled to the right of first refusal to purchase the property upon the same terms and conditions of the highest offer. Notwithstanding the foregoing, if less than 3 bona fide, reasonable, and legitimate offers are made within 30 days of the issuance of a Notice of Sale, the Chargee may exercise this right of first refusal, or in the event no offer is made within 30 days, may make a reasonable offer to purchase the property, upon expiry of the 30th day from the issuance of a Notice of Sale.

SEVERABILITY OF ANY INVALID PROVISIONS

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

INCONSISTENCY OF TERMS

The provisions herein shall be in addition to and not in substitution for those found in the Standard Charge Terms and the Commitment. In the event of an inconsistency between the terms of the Charge, the Commitment and the Standard Charge Terms, the Chargee may, in its sole discretion, determine which shall prevail.

Pre-Authorized Debit Agreement (PAD)

TO: Lift Capital Incorporated

BANK INFORMATION	
Loan Number	406
Name	DSPLN INC.
Bank	BMO
Institution #	001
Transit #	38582
Account #	1967845

WE, DSPLN Inc., Balboa Inc. hereby authorize Lift Capital Incorporated to debit OUR Account for \$5,945.75

On the 1st of every month and/or one-time payments from time to time authorized by US. In this event, WE waive the requirement for Lift Capital Incorporated to notify us of the one-time Debit amount.

These services are for _____ Personal _____ Business

This authority is to remain in effect until Lift Capital Incorporated has received written notification from US of its change or termination. This notification must be received at least 14 days before the next debit is scheduled at the address provided below. WE may obtain a sample cancellation form, or more information on my/our duties to cancel PAC Agreement at my/our financial institution or by visiting www.cdnpay.ca.

WE warrant that all persons whose signature is required to sign on the account have signed the authorization below.

WE HAVE ATTACHED A VOID CHEQUE or FINANCIAL INSTITUTION PRE-AUTHORIZED DEBIT FORM, which forms part of this document indicating the Financial Institution, Branch, Transit Number, and the Account Number for which the interest payments are to be debited. No reimbursement was provided for such automatic payment authorization.

WE permit Lift Capital Incorporated to provide this authorization to the financial institution acting on the behalf of Lift Capital Incorporated.

WE authorize Lift Capital Incorporated to debit our bank account, in the event we decide to make an unscheduled payment toward our principal and/or arrears balance.

WE have certain recourse right if debit does not comply with this agreement. For example, WE have the right to received reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. To obtain a form for Reimbursement Claim, or for more information on my/our rights, WE may contact my/our financial institution or visit cdnpay.ca.

And, WE make this authorization conscientiously believing it to be true.

Aruba Butt

DSPLN Inc.

Aruba Butt

Balboa Inc.

Aruba Butt

Aruba Butt (Guarantor)

1/11/2023

Date

Loan Commitment

We are pleased to provide a Second mortgage subject to the following terms and conditions, Schedule 'A', hereto and our normal underwriting procedures.

Chargor(s) / Borrower(s): DSPLN Inc., Balboa Inc., The Pink Flamingo

Guarantor(s): Aruba Butt

Property address: 325 Alexandra Street Sault Ste. Marie ON P6A 1J9, 580 Morrison Street, Sault Ste. Marie, On, 342 Donovan Street, Sudbury, On, 561 John Street, Sault Ste. Marie, On

Chargee/Lender: Lift Capital Incorporated

Loan Amount: \$545,000.00

Term: 6 months

Rate: 14.00% interest only per annum

Payments: \$6,358.33 interest only paid monthly

Repayment Terms: The loan shall be open to prepayment for the term with 30 days' written notice, without bonus or penalty.

Commitment date: April 10, 2023

Closing Date: April 13, 2023

Interest Adjustment Date: April 13, 2023

First Payment Date: June 1, 2023

Maturity Date: November 1, 2023

Deposit: \$0.00 non-refundable, payable upon execution of this commitment (to be applied against closing costs)

Prepayment: The loan shall be open to prepayment for the term with 30 days' written notice, without bonus or penalty.

Lender Fee: \$7,000.00 of the loan amount – You acknowledge that this fee will be deducted from the mortgage advance on closing.

Broker Fee: \$0.00 of the loan amount – You acknowledge that this fee will be deducted from the mortgage advance on closing.

Administration Fee: A \$175.00 administration fee will be charged for reporting costs, to be deducted from the advance.

Wire Fee: A \$200.00 wire fee will be charged and deducted from the advance of the loan.

Interest Adjustment fee: Amount will be calculated accordingly and will be deducted from the mortgage advance on closing.

Title: It is understood that the advance of funds is subject to our solicitor providing a satisfactory report on title. Title insurance at your expense, satisfactory to us, is required.

Ownership: Should there be any change in the beneficial ownership, or if any portion of the properties subject to the mortgage are sold or in any way disposed of by the current owner(s); the outstanding amount of the mortgage must be repaid in full.

Costs: You are responsible for the processing, legal, appraisal, survey and insurance fees associated with this loan. Borrower must pay all legal costs incurred by the lender related to the set-up and discharge of the loan.

Fire Insurance: Fire and extended insurance coverage in a form and for an amount acceptable to us is to be taken out with an insurance company or insurance companies approved by us for the full insurable value of the property, \$2,000,000 in liability, and assigned to us as Mortgagee/Chargee. Co-insurance is not acceptable.

Cancellation: This commitment may be withdrawn, at our option, if the funds are not fully advanced within 45 days from Commitment Date.

Lender's Solicitors: Diamond and Diamond Lawyers LLP, 255 Consumers Road, 5th Floor, Tel: (416) 256 1600 x 888 | Fax: 1-855-353-5182 has been appointed to act on our behalf in this transaction.

Additional Provisions: Refer to Schedule A attached.

Conditions:

1. The amounts outstanding on the following debts do not exceed:
 - a. 1st mortgage secured against 325 Alexandra Street Sault Ste. Marie ON P6A 1J9 with Windrose not to exceed \$96,000.00 and must be in good standing.
 - b. 1st mortgage secured against 580 Morrison Street, Sault Ste. Marie, On with Windrose not to exceed \$184,000.00 and must be in good standing.
 - c. 1st mortgage secured against 342 Donovan Street, Sudbury, On with Windrose not to exceed \$123,000.00 and must be in good standing.
 - d. 1st mortgage secured against 561 John Street, Sault Ste. Marie, On with Windrose not to exceed \$148,500.00 and must be in good standing.
2. Interest shall increase to 20% per annum in the 13th month of the term.
3. Notice of Assignment of Rents shall be registered on title, if required by the Lender.
4. There being no outstanding Writs of Execution registered against the Chargor(s) on closing.
5. If the property is a condominium property, you shall provide us with an up-to-date status certificate together with enclosures from the condominium corporation confirming satisfactory condominium insurance and common expenses

are up-to-date, to our satisfaction.

6. You are recommended to obtain independent legal representation. The Guarantors must obtain independent legal advice. We reserve the right to require the Chargors to obtain independent legal advice or independent legal representation. Where a Chargor has a spouse and the spouse is not party to the transaction, the spousal consent of the spouse must be provided. If you choose to use our solicitors, all information received by our solicitors in connection with this transaction from either party cannot be treated as confidential insofar as the other party is concerned. In the event of a material conflict between you and us which cannot be resolved (i.e., default proceedings), you will be advised thereof, and it may be necessary for our solicitors to discontinue acting for you in this matter and any other matters. You hereby specifically acknowledge and irrevocably authorize our solicitors to continue to act for us and to act against you in any such conflict.
 7. We will not accept documentation executed by power of attorney.
 8. You agree and consent that we shall have the option of having our representatives attend at the property to conduct an inspection, including taking pictures of the property. All costs incurred with the said inspection shall be your sole responsibility and shall be paid by you at the time of discharge of the mortgage, cost not to exceed \$300.00. Further, if the lender is required to inspect the property because of delinquency of payment, there shall be a fee of \$300 levied. NOTE: This inspection is solely for our benefit and in the event that such inspection is not satisfactory, this Commitment shall be null and void.
 9. The property taxes must be up-to-date and in good standing.
 10. The mortgage shall be prepared in accordance with our standard mortgage documents with such usual terms as are contained therein.
 11. You hereby consent and authorize us and our representatives to make inquiries regarding the payment of the prior charges, including ordering statements proving good standing of the prior mortgages, and you also consent and authorize us and our representatives to make inquiries regarding the payment of the property taxes, including ordering statements proving good standing of the property taxes. This shall be sufficient and irrevocable authorization on your behalf to the prior charges or municipality to release information to us on your accounts.
 12. We reserve the right to syndicate, participate, assign or otherwise share the mortgage loan with one or more other co-lenders at any time without further notice or consent, including prior to funding.
 13. You hereby consent and authorize us and our representatives to disclose and share any information received by us (including but not limited to the mortgage application, employment history, credit bureau) in order to provide you with the mortgage loan with our representatives and potential mortgage lenders in order for us to syndicate, assign or share the mortgage loan, including prior to funding.
 14. The solicitor acting for you must obtain valid identification from you and verify your identity.
 15. The mortgage shall contain a clause that provides us with an assignment of any and all rental income presently or in the future, for the property.
 16. You shall provide our solicitors with the most recent statements for each of the above accounts and shall execute such directions or other documents as we may require to close these accounts, as necessary.
 17. You hereby agree to provide us with your respective up-to-date e-mail addresses and hereby confirm that your current email addresses and phone numbers are as follows:
E: nil@noemail.com
T:
 18. The parties hereto agree that the signature and or initials on this Mortgage Loan Commitment Letter or its acceptance, rejection or modification can be transmitted by email and that communication by such means will be legal and binding on all parties hereto.
-

Date: April 10, 2023



Lender: Lift Capital Incorporated

Note- Must be signed back within 5 business days from date of commitment or null and void.

I accept the above terms and conditions:

Aruba Butt

DSPLN Inc.

Date

Aruba Butt

Balboa Inc.

Date

Aruba Butt

The Pink Flamingo

Date

Aruba Butt

Aruba Butt (Guarantor)

Date

AUTHORIZATION FORM AND CONSENT TO DISCLOSURE OF INFORMATION

The Lender: Lift Capital Incorporated

Registered owner's name: DSPLN Inc., Balboa Inc., The Pink Flamingo

Property Address: 325 Alexandra Street Sault Ste. Marie ON P6A 1J9

TO: Insurance Broker(s), Insurer(s), Existing Mortgage Lender(s), Private and/or Public Utilities, City and/or Property Tax Department, Condo Corporation / Property Manager, Chattel and Lien Holder, Creditors/Writs, Lawyers, Credit Reporting Agencies, Electrical Safety Authority, Health and/or Fire Department, and/or the Ministry of Environment (collectively, the "Authority")

I the undersigned, being the borrower and purchaser of the above-noted property, hereby authorize you, the Authority, to release any information you may have in your files relating to (but not limited to) or allow for the following (prior to or after closing):

- Authorization for the Lender and/or their lawyer to Arrange/Change a Loss Payee on the insurance policy of the Registered Owners' property as part upcoming mortgage closing. As well, the arrangement of new insurance in the event of insurance default not cured by the registered owner (after the closing).
- The release of Mortgage Balances and Information Statements, Creditor Statements and/or Liens and/or Lodgement and/or Chattels and/or Writs and/or Discharge Statements from an existing mortgage company, and/or status certificates and/or outstanding Work Orders, Deficiencies, Violations, and/or Notices. Including but not limited to authority for the Lender and/or their designate to pull an Equifax or TransUnion credit report in the event of a mortgage default.

This document shall be your good and sufficient authority to conduct fire and health inspections if required and requested by the Lender and to release the aforementioned information to the Lender, the Lender's Lawyer, and/or its assigned investor.

The Parties hereto agree that the signatures and or initials on this Authorization Form and Consent to Information Disclosure can be transmitted by email and that communication by such means will be legal and binding on all parties hereto.

Aruba Butt

DSPLN Inc.

Date

Aruba Butt

Balboa Inc.

Date

Aruba Butt

The Pink Flamingo

Date

Aruba Butt

Aruba Butt (Guarantor)

Date

CONSENT, AUTHORIZATION, ACKNOWLEDGMENT, AND DIRECTION OF RESTRICTIVE COVENANT(S)

The Lender: Lift Capital Incorporated

Registered owner's name: DSPLN Inc., Balboa Inc., The Pink Flamingo

Property Address: 325 Alexandra Street Sault Ste. Marie ON P6A 1J9

TO: Diamond and Diamond Lawyers LLP

In consideration of the Lender agreeing to commit and prepare the Loan referred to herein and for such other consideration here and now agreed sufficient between the parties, the Borrower promises to pay the Lender Fee, Legal Fees, and Broker Fees (as applicable in each case) as stipulated in the Mortgage Commitment above (the "Fees") to the Lender, or applicable party, upon acceptance of this agreement regardless of closing. **Should the Borrower fail to close for any reason**, including but not limited to failure to satisfy the conditions for funding of the offer or failure to execute the security documents for any reason after accepting the terms and conditions outline herein, **he/she shall be liable for the Fees**. The Borrower agrees that interest will accrue on the Fees at the same rate as if the full mortgage/loan was advanced.

As security for the Fees now payable regardless upon execution of this Loan Commitment, the Borrower hereby delivers to the Lender the title deeds to the Property until such time as the Fees and interest thereon is paid in full. The Lender upon execution of this Loan Commitment hereby has security over the Property until the Fees and interest thereon is paid in full. For clarity, the Borrower and Lender have the common intention to make the Property security for a debt and create an equitable mortgage.

Pursuant to section 118 of the *Land Titles Act*, the Borrower authorizes the Lender to protect same by registering a **Restrictive Covenant(s)** on the Property and hereby agrees not to sell, transfer or otherwise convey their interest in the property without the Lender's consent. To the extent permitted by law, you agree to waive any right to receive a copy of such registration and appoint the Lender as your lawful attorney for the purpose of doing any such registrations.

The Borrower specifically authorizes and directs Diamond & Diamond Lawyers LLP to sign, deliver, and/or register electronically, on my/our behalf the covenant(s) document in the form required. The effect of this authorization and direction has been fully explained to me/us, I have been advised to obtain independent legal advice and had the opportunity to obtain independent legal advice but have chosen not to do so, and I/we understand that I/we are parties to and bound by the terms and provisions of this Agreement.

Aruba Butt
DSPLN Inc.

Date

Aruba Butt
Balboa Inc.

Date

Aruba Butt

The Pink Flamingo

Date

Aruba Butt

Aruba Butt (Guarantor)

Date

Schedule A

PRE-AUTHORIZED PAYMENT / POST-DATED CHEQUES

The Chargor agrees to provide the mortgage payments by "pre-authorized debit plan" to allow monthly payments to be withdrawn automatically. Alternatively, the Chargee may require the Chargor to provide one or more series of post-dated cheques for the payments that are payable under this Charge during the term of this Charge or such portion thereof as the Chargee may specify. The failure to provide the post-dated cheques shall constitute default under the Charge and the Chargee shall be entitled to all of its remedies there under.

DUE ON SALE

In the event that the Chargor sells, conveys, transfers, assigns, exercises a power of appointment or enters into any agreement of sale with respect to the charged property to a purchaser, transferee or assignee or in the event of a change of shareholders of the Chargor which results in a change of control of the Chargor or in the event of a change in the beneficial ownership of the charged property or if such a purchaser, transferee or assignee should fail to apply for and receive the Chargee's written approval, agree to assume all the obligations of the Chargor under this Charge and execute an assumption agreement in the form required by the Chargee, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon and 3 months of interest.

RENEWABILITY

This Charge loan is not automatically renewable at the end of any stipulated term and any renewal term must be negotiated and may bear a renewal fee. If the Charge is not renewed and the Chargor fails to repay the mortgage principal on the maturity date, a fee equivalent to the Lender fee as stipulated in the Mortgage Commitment shall become due and payable. The Chargor/Mortgagor agrees to pay this renewal fee and an administration fee of \$250.00 at the beginning of each month, for each month that the Charge/Mortgage loan is not repaid. These terms are not to be considered a renewal of the Charge and the Charge loan is considered due and payable.

LEASE

The Chargor covenants and agrees with the Chargee that the Chargor will obtain the prior written consent of the Chargee before executing any lease, offer or agreement to lease, or any tenancy agreement for the lease of the whole or any part of the charged property regardless of the length of term of any such lease, offer or agreement to lease or tenancy agreement. The Chargor further covenants and agrees with the Chargee that forthwith after any change or happening affecting any of the leases, offers or agreements to lease, or any tenancy agreements the Chargor will forthwith advise the Chargee accordingly in writing and will furnish the Chargee with full particulars thereof. If the charged property is leased in whole or in part by the Chargor without the prior written consent of the Chargee, or if the Chargor fails to inform the Chargee of any change or happening affecting any of the leases as set out above, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon.

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

As additional security, the Chargor hereby assigns to the Chargee, all leases and contracts already in existence and to be created in the future, together with all rents to become due under existing or future leases and, upon an event of default as hereinafter provided, confers upon the Chargee herein the exclusive power, to be used or not used in its sole discretion, to act as agent, or to appoint a third person to act as agent for the Chargor, with power to take possession of and collect all rents and profits arising from the charged property and to apply such rents and profits at the option of the Chargee to the payment of the indebtedness, interest, insurance, taxes, cost of maintenance and operation, repairs and other expenses similar to the foregoing in such order of priority as the Chargee may in its sole discretion determine.

CONSTRUCTION LIEN ACT

No portion of the proceeds of this Charge is to be used to finance any construction, alterations, renovations or improvements to the charged property within the meaning of the Construction Lien Act (Ontario) or to repay a charge/mortgage which was taken out for this purpose, failing which at the option of the Chargee all amounts hereby secured shall forthwith become due and

payable together with accrued interest and unearned interest thereon until maturity. If any amount of money is claimed in priority over this Charge pursuant to the Construction Lien Act (Ontario) and if the Chargee is obliged to pay any amounts owing under the said Act, same may be added to the principal amount outstanding under this Charge.

FARM DEBT MEDIATION ACT

The Chargor represents and warrants that the Chargor is not a "farmer" as defined in the Farm Debt Mediation Act and the Chargor further covenants and agrees that during the currency of this Charge the Chargor will not engage in any activity which would have the effect of deeming the Chargor a "farmer" within the meaning of the Farm Debt Mediation Act. In the event that the Chargor fails to comply with this provision, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest and (3) months interest thereon.

INSULATION

The charged property is not and has never been insulated with urea formaldehyde foam insulation, and the Chargor will not permit such insulation to be used in the construction of any future improvement to the charged property. In the event that the Chargee determines that any portion of the charged property is, or has been, so insulated, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon.

BANKRUPTCY & INSOLVENCY ACT

The Chargor represents and warrants that the Chargor is not an "undischarged bankrupt" as defined in the Bankruptcy and Insolvency Act. In the event that the Chargor is an "undischarged bankrupt" then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest and three (3) months interest thereon.

WELL WATER ANALYSIS

In the event that the charged property is not on municipal water supply, the Chargee requires satisfactory bacteriological analysis of the well water by the Ministry of Health.

INSURANCE

The Chargor must insure and keep insured all buildings, structures, fixtures and improvements on the charged property for not less than full replacement value in Canadian dollars. The Chargor must keep this insurance coverage in place at all times until the indebtedness has been fully paid and the Charge discharged. The insurance must include coverage for loss or damage caused by fire with extended perils coverage. At any time, the Chargee may require that the Chargor also obtain coverage for additional perils, risks or events. If a steam boiler, pressure vessel, oil or gas burner, coal blower, stoker or sprinkler system or any other comparable equipment is operated on the charged property, then the Chargor must also have insurance coverage for loss or damage caused to the equipment, or by the equipment, or by the explosion of the equipment. All insurance policies must be carried with a company that is satisfactory to the Chargee, contain mortgage clauses approved by the Insurance Bureau of Canada, or by the Chargee, confirming that any loss proceeds will be paid first to the Chargee, and give the Chargee the first right to receive and to have a lien on the insurance proceeds. If the Chargee asks the Chargor to, the Chargor must provide the Chargee with certified copies of all insurance policies. At least fifteen (15) days before any insurance policy expires, the Chargor must provide the Chargee with evidence that the Chargor has renewed the policy and paid all premiums. If the Chargor does not arrange for insurance or if the Chargor does not pay the premium for any insurance policy, the Chargee may arrange for insurance and pay the premium. However, the Chargee is not obligated to do so. If the Chargee pays any insurance premium or other amount of money for insurance on behalf of the Chargor, the Chargor must repay the Chargee immediately. If any loss or damage occurs, the Chargor must immediately do everything necessary to enable the Chargee to obtain the insurance money payable to the Chargee under the Charge. The Chargor must pay all expenses related to this. The Chargor agrees that if the Chargee produce the Charge, that will be sufficient authority for the insurance company to pay the Chargee any insurance money that is payable because of a loss. The Chargor hereby authorizes and directs the insurance company to do so without the Chargor's further signature or consent. The Chargee shall have the right to decide how to use the insurance money. For example, the Chargee may use part or all of the insurance money to repair or rebuild the charged property, reduce any part of the loan amount, whether it is due or not, including paying any prepayment charges that are payable, or pay the Chargor. Failure by the Chargor to maintain insurance coverage as set out herein shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to

exercise any or all of the remedies available to it hereunder or at law.

MUNICIPAL TAXES

The Chargor shall pay all municipal, school, and local improvement taxes on the charged property. Taxes must be paid when they are due and the Chargor shall provide the Chargee with a copy of the receipted tax bill within thirty (30) days after the due date of the final instalment. If the Chargor does not provide the Chargee with a receipted tax bill, the Chargor shall pay the administrative fee set out herein and reimburse the Chargee for any costs incurred by the Chargee to obtain a tax search and for making up for any deficiencies.

FEES AND COSTS

The Chargor covenants and agrees with the Chargee as follows:

1. To pay to the Chargee its administration and/or servicing fees for the following matters in the amounts set forth:
 - a. An administrative fee of \$1,500.00 if the charged property falls into arrears and requires the Chargee to bring it current.
 - b. An administrative fee of \$300.00 for each failure by the Chargor to notify the Chargee of lien registration by the Condominium Corporation for common expense arrears.
 - c. An administrative fee of \$300.00 for each failure by the Chargor to provide proof of payment of realty taxes;
 - d. An administrative fee of \$500.00 for each default under any prior mortgage, charge or encumbrance;
 - e. An administrative fee of \$500.00 for each correspondence/payment made by the Chargee in order to protect its security, including without limitation payment for the maintenance of fire insurance, utility continuance, condominium common expenses, realty taxes, prior mortgages, etc. The Chargor agrees that any such payment by the Chargee shall bear interest at eighteen percent (18%) per annum, calculated and compounded monthly.
 - f. An administrative fee of \$500.00 for each visit to a property.
 - g. An administrative fee of \$200.00 per day for administering the maintenance and security of any property in the possession of Chargee.
 - h. An administrative fee of \$300.00 for each failure to provide post-dated cheques.
 - i. Missed payment fee of \$300.00 shall be payable for each missed or late instalment and for processing each NSF cheque or other returned payment. If any cheque is returned NSF, any replacement cheque must be certified. If such replacement cheque is not certified, the Chargee shall be entitled to have it certified, and to add all the costs of certification (including courier charges to and from the Chargor's bank) to the amount owing on the Charge.
 - j. An administrative fee of \$5,000.00 for each demand, action or proceeding instituted by the Chargee to enforce its rights and remedies pursuant to the Charge.
 - k. An administrative fee of \$500.00 for attending to take possession of a property following default.
 - l. An administrative fee of \$300.00 for each failure by the Chargor to provide proof of insurance coverage on an annual basis;
 - m. An administrative fee of \$1,500.00 for dealing with each cancellation, premium payment or other non-compliance with insurance requirements. Monthly fee of \$500.00 will apply for each month in which the Chargee implements its own insurance policy on a property.
 - n. An administrative fee of \$300.00 for preparation of each mortgage and/or payout statement requested with at least 72 hours advance written notice. Where less than 72 hours advance written notice is given, a nominal fee of \$600.00 will be charged to the Chargor.
 - o. A discharge fee of \$350.00 for each property. Legal and registration fee to be added to the discharge fee.

- p. A late discharge fee of \$1,500.00 is applicable to mortgages past 5 days at maturity.
- q. A late renewal fee of \$1,500.00 is applicable to mortgages past 5 days at maturity.
- r. If offered a renewal at maturity, there will be a renewal fee of 2.5% of the outstanding balance, whichever is higher.
- s. An administrative fee of \$100.00 for each PPSA registration, including without limitation, registration of renewal, discharge, name change, etc.
- t. Payment Change Fee of \$50.00 for each payment change.
- u. If a lender(s) chooses to use SDRSP's as the financial vehicle to fund this mortgage a \$498.75 Administration Charge will be levied by the lending institution at the borrowers expense.

The Chargee reserves the right to charge reasonable fees for other administrative services. All amounts herein shall be deemed to be liquidated amounts to be applied against the Chargee's administrative costs and shall not be a penalty. Any service or administration fee owing by the Chargor to the Chargee which is not paid forthwith after having been incurred shall be added to the principal and shall bear interest at the rate herein set forth. In the event of a further occurrence as set out herein, the applicable fee shall increase by a further sum of \$50.00 and this shall be on a cumulative basis.

- 2. If the Chargor is required by the Chargee to prepay the entire amount of principal owed to the Chargee (the "Outstanding Principal") because of any default by the Chargor under the terms hereof or if the Chargor fails to pay the Outstanding Principal upon the maturity of this Charge, the Chargor must also pay, in addition to all other amounts due as set out herein, 3 months' interest on the Outstanding Principal. Without limiting the generality of the foregoing, the Chargor acknowledges and agrees that if the Chargee issues either a Notice of Sale or a Statement of Claim, then the Chargee shall be entitled to charge an additional fee equivalent to 3 month's interest on the Outstanding Principal.
- 3. The Chargor agrees to pay all legal and other expenses incurred by the Chargee in connection with the preparation and registration of any security interests pursuant to the Personal Property Security Act, any renewals, discharges or other changes thereof forthwith upon demand and such fees and expenses, together with interest thereon at the interest rate charges hereunder, shall be added to the principal sum secured by the within charge if not paid by the Chargor.
- 4. The Chargor shall pay to the Chargee on demand all legal fees payable on a solicitor-client basis, costs and out-of-pocket expenses incurred by any of the Chargee, its agents, officers and employees with respect to:
 - a. the preparation of this Charge, any renewals thereof and related security documents (the "Security Documents") and any other documents, agreements and instruments required pursuant hereto or thereto and any costs associated with realization under this Charge or the Security Documents;
 - b. the Chargee obtaining advice as to its rights and responsibilities under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto or in the event of exercise of any or all of its remedies hereunder or thereunder;
 - c. the exercising of any or all of the rights, remedies and powers of the Chargee under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto, or in defending or taking any measures to defend any action, claim, cause of action or in proceedings directly or indirectly relating to the provisions of any such instrument or document;
 - d. any or all of the taking of, recovering of possession of any assets or property of the Chargor, or any proceedings taken for the purpose of enforcing any rights or remedies provided in this Charge or in any instrument or document comprising the Security Documents or relating thereto, or any proceedings otherwise taken in relation to any assets or property of the Chargor or subject to the security given by the Chargor to the Chargee, or any proceedings taken by reason of any non-payment or non-performance of the obligations of the Chargor hereunder; and
 - e. any appraisals, environmental reports, engineering reports, cost consultants' reports, or any other reports obtained at any time by the Chargee relating to the charged property.

In the event the Chargor fails to pay any such legal fees, costs and expenses to the Chargee forthwith upon demand by the Chargee, then the amount of such unpaid legal fees, costs and expenses shall be added to the Charge indebtedness secured hereunder and shall bear interest at the rate herein set forth.

5. The Chargor and Guarantor agree that should the Chargee herein be a trustee for beneficiaries, the Chargor and Guarantor shall have no claims against the beneficial owners of the Charge.

PAYMENTS

The Chargor must pay the amount of each instalment on every instalment date, beginning on the first instalment date and ending on the last instalment date, all as shown in the Charge. The Chargee shall apply each instalment as follows: First, to pay or reduce any compound interest on this Charge up to the instalment date. Second, to pay other interest on this Charge up to that date. Third, to reduce the principal of this Charge. If the Charge goes into default, the Chargee does not have to apply an instalment as shown above. If the Chargee does not advance the full amount approved for this Charge, the Chargor must still pay the full amount of each instalment, unless Chargee agrees otherwise.

The Chargor must repay the balance of this Charge and the interest thereon in full on the balance due date, unless this Charge is renewed for another term. The Chargor shall have the right to apply any payment by the Chargor to the interest and principal of any other indebtedness of the Chargor to the Chargee in priority to the principal amount secured by this Charge.

Any discharge of this Charge shall be prepared by the Chargee at the Chargor's expense within a reasonable time after repayment of the principal sum secured herein together with accrued interest thereon and all applicable fees, costs and expenses. Any payments made after 1:00 p.m. shall be deemed, for the purpose of calculation of interest, to have been made and received on the next bank business day.

PRIOR & SUBSEQUENT ENCUMBRANCES

In the event that the Chargor is in default under any prior or subsequent mortgage, charge or encumbrance, such default shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law.

FURTHER ENCUMBRANCES

The Chargor shall not grant or permit any further mortgages, charges or encumbrances of any nature to be registered against the lands without the prior written consent of the Chargee. In the event of a breach of this covenant, the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law. In the event that the Chargee has consented to the registration of further mortgages, charges or encumbrances against the lands and the Chargor defaults under any such mortgages, charges or encumbrances, such default shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law.

PAYMENT OF OTHER CHARGES AND PERFORMANCE OF OTHER OBLIGATIONS BY THE CHARGE

The Chargor covenants and agrees with the Chargee to pay all property taxes, public utility rates, charges, and insurance premiums as and when they become due, to keep all encumbrances and agreements in good standing, comply with all zoning by-laws, standards and work orders and not to permit the existence of any work orders, deficiency notices, letters of compliance or the registration of any liens of any nature or kind; the failure of the Chargor to comply with this covenant shall constitute an event of default hereunder and entitle the Chargee at its sole option to avail itself of remedies available hereunder and at law including the right to accelerate the principal sum secured hereunder together with all accrued interest thereon plus costs. In addition, at the Chargee's sole option, the Chargor hereby agrees that the Chargee may satisfy any charge, lien, any matter raised in this paragraph or other encumbrance now or hereafter existing or to arise or be claimed upon the charged property and the amount so paid together with all costs associated therewith shall be added to the principal sum hereby secured and bear interest at the rate of interest set forth herein and shall be payable forthwith by the Chargor to the Chargee and in

default of payment, the entire principal sum, accrued interest and costs, shall become payable at the option of the Chargee and the remedies hereby given and available at law may be exercised forthwith without notice. In the event of the Chargee satisfying any such charge or claim, it shall be entitled to all equities and securities of the person or persons so satisfied and it may retain any discharge, cessation of charge or assignment of charge unregistered until paid.

CROSS DEFAULT

The Chargor acknowledges that this Charge has been given pursuant to the provisions of the mortgage commitment issued by the Chargee in favour of the Chargor (the "Commitment"). The Chargor agrees that any and all default under the terms and conditions of the Charge, the Commitment or pursuant to any other charge or security document between the Chargor and the Chargee, including any document pursuant to which the Chargor is a guarantor, shall constitute concurrent default under this Charge and any and all default under this Charge shall constitute concurrent default under all such security documents and shall entitle the Chargee to pursue its remedies under any or all of the aforesaid security documents and the unpaid principal balance of all liabilities and amounts owing pursuant to the Commitment together with interest as aforesaid shall, at the option of and upon demand by the Chargee, become immediately due and repayable.

REVENUE CANADA LIENS

Should a Revenue Canada Tax Lien be placed upon this property then it will be deemed in default and repayable with immediate effect, at the lender's discretion. All applicable default fees shall apply.

NON-MERGER

Notwithstanding the registration of the Charge and the advance of funds pursuant hereto, the terms and conditions of the Commitment shall remain binding and effective on the parties hereto and shall not merge in this Charge nor in any document executed and delivered to the Chargee in connection with the transaction contemplated by the Commitment, and the terms of the Commitment are incorporated herein by reference.

POSSESSION UPON DEFAULT

Upon default in payment of principal or interest under this Charge or in performance of any of the terms and conditions hereof, the Chargee may enter into and take possession of the charged property, free of all manner of former conveyances, mortgages, charges or encumbrances without the let, suit, hindrance, interruption or denial of the Chargor or any other person whatsoever.

NOTICE OF POWER OF SALE

In the event a Power of Sale is commenced, the Notice of Power of Sale may be served by registered mail on the address of service of the Borrower and the Borrower hereby accepts this service as if such notice was served on the Borrower's last known location. The Borrower must choose an address for service in Canada.

REGISTRATION OF RESTRICTIVE COVENANTS S.118

The Lender may exercise in their sole discretion the option to register a s.118 Restrictive Covenant on title of the property and the Borrower shall execute any and all documents to give effect to said registration.

NOTICE OF POWER OF SALE

In the event a Power of Sale is commenced, the Notice of Power of Sale may be served by registered mail on the address of service of the Borrower and the Borrower hereby accepts this service as if such notice was served on the Borrower's last known location. The Borrower must choose an address for service in Canada.

POSSESSION UPON DEFAULT

Upon default in payment of principal or interest under this Charge or in performance of any of the terms and conditions hereof, the Chargee may enter into and take possession of the charged property, free of all manner of former conveyances, mortgages, charges or encumbrances without the let, suit, hindrance, interruption or denial of the Chargor or any other person whatsoever.

RIGHT OF FIRST REFUSAL

In the event the Chargee issues a Notice of Sale upon default of this Charge, and upon the receipt of not less than 3 bona fide,

reasonable, and legitimate offers, the Chargee, shall be entitled to the right of first refusal to purchase the property upon the same terms and conditions of the highest offer. Notwithstanding the foregoing, if less than 3 bona fide, reasonable, and legitimate offers are made within 30 days of the issuance of a Notice of Sale, the Chargee may exercise this right of first refusal, or in the event no offer is made within 30 days, may make a reasonable offer to purchase the property, upon expiry of the 30th day from the issuance of a Notice of Sale.

SEVERABILITY OF ANY INVALID PROVISIONS

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

INCONSISTENCY OF TERMS

The provisions herein shall be in addition to and not in substitution for those found in the Standard Charge Terms and the Commitment. In the event of an inconsistency between the terms of the Charge, the Commitment and the Standard Charge Terms, the Chargee may, in its sole discretion, determine which shall prevail.

Pre-Authorized Debit Agreement (PAD)

TO: Lift Capital Incorporated

BANK INFORMATION	
Loan Number	447
Name	DSPLN INC.
Bank	BMO
Institution #	001
Transit #	38582
Account #	1967845

WE, DSPLN Inc., Balboa Inc., The Pink Flamingo hereby authorize Lift Capital Incorporated to debit OUR Account for \$6,358.33

On the 1st of every month and/or one-time payments from time to time authorized by US. In this event, WE waive the requirement for Lift Capital Incorporated to notify us of the one-time Debit amount.

These services are for _____ Personal _____ Business

This authority is to remain in effect until Lift Capital Incorporated has received written notification from US of its change or termination. This notification must be received at least 14 days before the next debit is scheduled at the address provided below. WE may obtain a sample cancellation form, or more information on my/our duties to cancel PAC Agreement at my/our financial institution or by visiting www.cdnpay.ca.

WE warrant that all persons whose signature is required to sign on the account have signed the authorization below.

WE HAVE ATTACHED A VOID CHEQUE or FINANCIAL INSTITUTION PRE-AUTHORIZED DEBIT FORM, which forms part of this document indicating the Financial Institution, Branch, Transit Number, and the Account Number for which the interest payments are to be debited. No reimbursement was provided for such automatic payment authorization.

WE permit Lift Capital Incorporated to provide this authorization to the financial institution acting on the behalf of Lift Capital Incorporated.

WE authorize Lift Capital Incorporated to debit our bank account, in the event we decide to make an unscheduled payment toward our principal and/or arrears balance.

WE have certain recourse right if debit does not comply with this agreement. For example, WE have the right to received reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. To obtain a form for Reimbursement Claim, or for more information on my/our rights, WE may contact my/our financial institution or visit cdnpay.ca.

And, WE make this authorization conscientiously believing it to be true.

AB
DSPLN Inc.

AB
Balboa Inc.

AB
The Pink Flamingo

AB
Aruba Butt (Guarantor)
Date

Loan Commitment

We are pleased to provide a Second mortgage subject to the following terms and conditions, Schedule 'A', hereto and our normal underwriting procedures.

Chargor(s) / Borrower(s): DSPLN Inc.

Guarantor(s): Aruba Butt

Property address: 707 Wellington Street West Sault Ste. Marie ON P6C 3V3, 147 Front Street, Timmins, On, 54 Jubilee Avenue East, Timmins, On, 282 4th Avenue, Sault Ste. Marie, On, 290 Sixth Avenue, Timmins, On, 180 Tamarack Street, Timmins, On

Chargee/Lender: Lift Capital Incorporated

Loan Amount: \$530,000.00

Term: 6 months

Rate: 14.00% interest only per annum

Payments: \$6,183.33 interest only paid monthly

Repayment Terms: The loan shall be open to prepayment for the term with 30 days' written notice, without bonus or penalty.

Commitment date: April 6, 2023

Closing Date: April 12, 2023

Interest Adjustment Date: April 12, 2023

First Payment Date: June 1, 2023

Maturity Date: November 1, 2023

Deposit: \$0.00 non-refundable, payable upon execution of this commitment (to be applied against closing costs)

Prepayment: The loan shall be open to prepayment for the term with 30 days' written notice, without bonus or penalty.

Lender Fee: \$5,500.00 of the loan amount – You acknowledge that this fee will be deducted from the mortgage advance on closing.

Broker Fee: \$0.00 of the loan amount – You acknowledge that this fee will be deducted from the mortgage advance on closing.

Administration Fee: A \$175.00 administration fee will be charged for reporting costs, to be deducted from the advance.

Wire Fee: A \$300.00 wire fee will be charged and deducted from the advance of the loan.

Interest Adjustment fee: Amount will be calculated accordingly and will be deducted from the mortgage advance on closing.

Title: It is understood that the advance of funds is subject to our solicitor providing a satisfactory report on title. Title insurance at your expense, satisfactory to us, is required.

Ownership: Should there be any change in the beneficial ownership, or if any portion of the properties subject to the mortgage are sold or in any way disposed of by the current owner(s); the outstanding amount of the mortgage must be repaid in full.

Costs: You are responsible for the processing, legal, appraisal, survey and insurance fees associated with this loan. Borrower must pay all legal costs incurred by the lender related to the set-up and discharge of the loan.

Fire Insurance: Fire and extended insurance coverage in a form and for an amount acceptable to us is to be taken out with an insurance company or insurance companies approved by us for the full insurable value of the property, \$2,000,000 in liability, and assigned to us as Mortgagee/Chargee. Co-insurance is not acceptable.

Cancellation: This commitment may be withdrawn, at our option, if the funds are not fully advanced within 45 days from Commitment Date.

Lender's Solicitors: Diamond and Diamond Lawyers LLP, 255 Consumers Road, 5th Floor, Tel: (416) 256 1600 x 888 | Fax: 1-855-353-5182 has been appointed to act on our behalf in this transaction.

Additional Provisions: Refer to Schedule A attached.

Conditions:

1. The amounts outstanding on the following debts do not exceed:

- a. 1st mortgage secured against 707 Wellington Street West Sault Ste. Marie ON P6C 3V3 with Private not to exceed \$195,000.00 and must be in good standing.
- b. 1st mortgage secured against 147 Front Street, Timmins, On with Private not to exceed \$177,750.00 and must be in good standing.
- c. 1st mortgage secured against 54 Jubilee Avenue East, Timmins, On with Lift Capital not to exceed \$160,000.00 and must be in good standing.
- d. 1st mortgage secured against 282 4th Avenue, Sault Ste. Marie, On with Private not to exceed \$156,000.00 and must be in good standing.
- e. 1st mortgage secured against 290 Sixth Avenue, Timmins, On with Private not to exceed \$290,000.00 and must be in good standing.
- f. 1st mortgage secured against 180 Tamarack Street, Timmins, On with Private not to exceed \$180,000.00 and

must be in good standing.

2. Interest shall increase to 20% per annum in the 13th month of the term.
3. Notice of Assignment of Rents shall be registered on title, if required by the Lender.
4. There being no outstanding Writs of Execution registered against the Chargor(s) on closing.
5. If the property is a condominium property, you shall provide us with an up-to-date status certificate together with enclosures from the condominium corporation confirming satisfactory condominium insurance and common expenses are up-to-date, to our satisfaction.
6. You are recommended to obtain independent legal representation. The Guarantors must obtain independent legal advice. We reserve the right to require the Chargors to obtain independent legal advice or independent legal representation. Where a Chargor has a spouse and the spouse is not party to the transaction, the spousal consent of the spouse must be provided. If you choose to use our solicitors, all information received by our solicitors in connection with this transaction from either party cannot be treated as confidential insofar as the other party is concerned. In the event of a material conflict between you and us which cannot be resolved (i.e., default proceedings), you will be advised thereof, and it may be necessary for our solicitors to discontinue acting for you in this matter and any other matters. You hereby specifically acknowledge and irrevocably authorize our solicitors to continue to act for us and to act against you in any such conflict.
7. We will not accept documentation executed by power of attorney.
8. You agree and consent that we shall have the option of having our representatives attend at the property to conduct an inspection, including taking pictures of the property. All costs incurred with the said inspection shall be your sole responsibility and shall be paid by you at the time of discharge of the mortgage, cost not to exceed \$300.00. Further, if the lender is required to inspect the property because of delinquency of payment, there shall be a fee of \$300 levied. NOTE: This inspection is solely for our benefit and in the event that such inspection is not satisfactory, this Commitment shall be null and void.
9. The property taxes must be up-to-date and in good standing.
10. The mortgage shall be prepared in accordance with our standard mortgage documents with such usual terms as are contained therein.
11. You hereby consent and authorize us and our representatives to make inquiries regarding the payment of the prior charges, including ordering statements proving good standing of the prior mortgages, and you also consent and authorize us and our representatives to make inquiries regarding the payment of the property taxes, including ordering statements proving good standing of the property taxes. This shall be sufficient and irrevocable authorization on your behalf to the prior charges or municipality to release information to us on your accounts.
12. We reserve the right to syndicate, participate, assign or otherwise share the mortgage loan with one or more other co-lenders at any time without further notice or consent, including prior to funding.
13. You hereby consent and authorize us and our representatives to disclose and share any information received by us (including but not limited to the mortgage application, employment history, credit bureau) in order to provide you with the mortgage loan with our representatives and potential mortgage lenders in order for us to syndicate, assign or share the mortgage loan, including prior to funding.
14. The solicitor acting for you must obtain valid identification from you and verify your identity.
15. The mortgage shall contain a clause that provides us with an assignment of any and all rental income presently or in the future, for the property.
16. You shall provide our solicitors with the most recent statements for each of the above accounts and shall execute such directions or other documents as we may require to close these accounts, as necessary.
17. You hereby agree to provide us with your respective up-to-date e-mail addresses and hereby confirm that your current

email addresses and phone numbers are as follows:

E: nil@noemail.com

T:

18. The parties hereto agree that the signature and or initials on this Mortgage Loan Commitment Letter or its acceptance, rejection or modification can be transmitted by email and that communication by such means will be legal and binding on all parties hereto.

19. \$27,950 to held back from the advance of the loan for renewal fees owed.

Date: April 6, 2023



Lender: Lift Capital Incorporated

Note- Must be signed back within 5 business days from date of commitment or null and void.

I accept the above terms and conditions:

Aruba Butt

DSPLN Inc.

Date

Aruba Butt

Aruba Butt (Guarantor)

Date

AUTHORIZATION FORM AND CONSENT TO DISCLOSURE OF INFORMATION

The Lender: Lift Capital Incorporated

Registered owner's name: DSPLN Inc.

Property Address: 707 Wellington Street West Sault Ste. Marie ON P6C 3V3

TO: Insurance Broker(s), Insurer(s), Existing Mortgage Lender(s), Private and/or Public Utilities, City and/or Property Tax Department, Condo Corporation / Property Manager, Chattel and Lien Holder, Creditors/Writs, Lawyers, Credit Reporting Agencies, Electrical Safety Authority, Health and/or Fire Department, and/or the Ministry of Environment (collectively, the "Authority")

I the undersigned, being the borrower and purchaser of the above-noted property, hereby authorize you, the Authority, to release any information you may have in your files relating to (but not limited to) or allow for the following (prior to or after closing):

- Authorization for the Lender and/or their lawyer to Arrange/Change a Loss Payee on the insurance policy of the Registered Owners' property as part upcoming mortgage closing. As well, the arrangement of new insurance in the event of insurance default not cured by the registered owner (after the closing).
- The release of Mortgage Balances and Information Statements, Creditor Statements and/or Liens and/or Lodgement and/or Chattels and/or Writs and/or Discharge Statements from an existing mortgage company, and/or status certificates and/or outstanding Work Orders, Deficiencies, Violations, and/or Notices. Including but not limited to authority for the Lender and/or their designate to pull an Equifax or TransUnion credit report in the event of a mortgage default.

This document shall be your good and sufficient authority to conduct fire and health inspections if required and requested by the Lender and to release the aforementioned information to the Lender, the Lender's Lawyer, and/or its assigned investor.

The Parties hereto agree that the signatures and or initials on this Authorization Form and Consent to Information Disclosure can be transmitted by email and that communication by such means will be legal and binding on all parties hereto.

Aruba Butt

DSPLN Inc.

Date

Aruba Butt

Aruba Butt (Guarantor)

Date

CONSENT, AUTHORIZATION, ACKNOWLEDGMENT, AND DIRECTION OF RESTRICTIVE COVENANT(S)

The Lender: Lift Capital Incorporated

Registered owner's name: DSPLN Inc.

Property Address: 707 Wellington Street West Sault Ste. Marie ON P6C 3V3

TO: Diamond and Diamond Lawyers LLP

In consideration of the Lender agreeing to commit and prepare the Loan referred to herein and for such other consideration here and now agreed sufficient between the parties, the Borrower promises to pay the Lender Fee, Legal Fees, and Broker Fees (as applicable in each case) as stipulated in the Mortgage Commitment above (the "Fees") to the Lender, or applicable party, upon acceptance of this agreement regardless of closing. **Should the Borrower fail to close for any reason**, including but not limited to failure to satisfy the conditions for funding of the offer or failure to execute the security documents for any reason after accepting the terms and conditions outline herein, **he/she shall be liable for the Fees**. The Borrower agrees that interest will accrue on the Fees at the same rate as if the full mortgage/loan was advanced.

As security for the Fees now payable regardless upon execution of this Loan Commitment, the Borrower hereby delivers to the Lender the title deeds to the Property until such time as the Fees and interest thereon is paid in full. The Lender upon execution of this Loan Commitment hereby has security over the Property until the Fees and interest thereon is paid in full. For clarity, the Borrower and Lender have the common intention to make the Property security for a debt and create an equitable mortgage.

Pursuant to section 118 of the *Land Titles Act*, the Borrower authorizes the Lender to protect same by registering a **Restrictive Covenant(s)** on the Property and hereby agrees not to sell, transfer or otherwise convey their interest in the property without the Lender's consent. To the extent permitted by law, you agree to waive any right to receive a copy of such registration and appoint the Lender as your lawful attorney for the purpose of doing any such registrations.

The Borrower specifically authorizes and directs Diamond & Diamond Lawyers LLP to sign, deliver, and/or register electronically, on my/our behalf the covenant(s) document in the form required. The effect of this authorization and direction has been fully explained to me/us, I have been advised to obtain independent legal advice and had the opportunity to obtain independent legal advice but have chosen not to do so, and I/we understand that I/we are parties to and bound by the terms and provisions of this Agreement.

Aruba Butt

DSPLN Inc.

Date

Aruba Butt

Aruba Butt (Guarantor)

Date

Schedule A

PRE-AUTHORIZED PAYMENT / POST-DATED CHEQUES

The Chargor agrees to provide the mortgage payments by "pre-authorized debit plan" to allow monthly payments to be withdrawn automatically. Alternatively, the Chargee may require the Chargor to provide one or more series of post-dated cheques for the payments that are payable under this Charge during the term of this Charge or such portion thereof as the Chargee may specify. The failure to provide the post-dated cheques shall constitute default under the Charge and the Chargee shall be entitled to all of its remedies there under.

DUE ON SALE

In the event that the Chargor sells, conveys, transfers, assigns, exercises a power of appointment or enters into any agreement of sale with respect to the charged property to a purchaser, transferee or assignee or in the event of a change of shareholders of the Chargor which results in a change of control of the Chargor or in the event of a change in the beneficial ownership of the charged property or if such a purchaser, transferee or assignee should fail to apply for and receive the Chargee's written approval, agree to assume all the obligations of the Chargor under this Charge and execute an assumption agreement in the form required by the Chargee, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon and 3 months of interest.

RENEWABILITY

This Charge loan is not automatically renewable at the end of any stipulated term and any renewal term must be negotiated and may bear a renewal fee. If the Charge is not renewed and the Chargor fails to repay the mortgage principal on the maturity date, a fee equivalent to the Lender fee as stipulated in the Mortgage Commitment shall become due and payable. The Chargor/Mortgagor agrees to pay this renewal fee and an administration fee of \$250.00 at the beginning of each month, for each month that the Charge/Mortgage loan is not repaid. These terms are not to be considered a renewal of the Charge and the Charge loan is considered due and payable.

LEASE

The Chargor covenants and agrees with the Chargee that the Chargor will obtain the prior written consent of the Chargee before executing any lease, offer or agreement to lease, or any tenancy agreement for the lease of the whole or any part of the charged property regardless of the length of term of any such lease, offer or agreement to lease or tenancy agreement. The Chargor further covenants and agrees with the Chargee that forthwith after any change or happening affecting any of the leases, offers or agreements to lease, or any tenancy agreements the Chargor will forthwith advise the Chargee accordingly in writing and will furnish the Chargee with full particulars thereof. If the charged property is leased in whole or in part by the Chargor without the prior written consent of the Chargee, or if the Chargor fails to inform the Chargee of any change or happening affecting any of the leases as set out above, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon.

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

As additional security, the Chargor hereby assigns to the Chargee, all leases and contracts already in existence and to be created in the future, together with all rents to become due under existing or future leases and, upon an event of default as hereinafter provided, confers upon the Chargee herein the exclusive power, to be used or not used in its sole discretion, to act as agent, or to appoint a third person to act as agent for the Chargor, with power to take possession of and collect all rents and profits arising from the charged property and to apply such rents and profits at the option of the Chargee to the payment of the indebtedness, interest, insurance, taxes, cost of maintenance and operation, repairs and other expenses similar to the foregoing in such order of priority as the Chargee may in its sole discretion determine.

CONSTRUCTION LIEN ACT

No portion of the proceeds of this Charge is to be used to finance any construction, alterations, renovations or improvements to the charged property within the meaning of the Construction Lien Act (Ontario) or to repay a charge/mortgage which was taken out for this purpose, failing which at the option of the Chargee all amounts hereby secured shall forthwith become due and

payable together with accrued interest and unearned interest thereon until maturity. If any amount of money is claimed in priority over this Charge pursuant to the Construction Lien Act (Ontario) and if the Chargee is obliged to pay any amounts owing under the said Act, same may be added to the principal amount outstanding under this Charge.

FARM DEBT MEDIATION ACT

The Chargor represents and warrants that the Chargor is not a "farmer" as defined in the Farm Debt Mediation Act and the Chargor further covenants and agrees that during the currency of this Charge the Chargor will not engage in any activity which would have the effect of deeming the Chargor a "farmer" within the meaning of the Farm Debt Mediation Act. In the event that the Chargor fails to comply with this provision, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest and (3) months interest thereon.

INSULATION

The charged property is not and has never been insulated with urea formaldehyde foam insulation, and the Chargor will not permit such insulation to be used in the construction of any future improvement to the charged property. In the event that the Chargee determines that any portion of the charged property is, or has been, so insulated, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon.

BANKRUPTCY & INSOLVENCY ACT

The Chargor represents and warrants that the Chargor is not an "undischarged bankrupt" as defined in the Bankruptcy and Insolvency Act. In the event that the Chargor is an "undischarged bankrupt" then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest and three (3) months interest thereon.

WELL WATER ANALYSIS

In the event that the charged property is not on municipal water supply, the Chargee requires satisfactory bacteriological analysis of the well water by the Ministry of Health.

INSURANCE

The Chargor must insure and keep insured all buildings, structures, fixtures and improvements on the charged property for not less than full replacement value in Canadian dollars. The Chargor must keep this insurance coverage in place at all times until the indebtedness has been fully paid and the Charge discharged. The insurance must include coverage for loss or damage caused by fire with extended perils coverage. At any time, the Chargee may require that the Chargor also obtain coverage for additional perils, risks or events. If a steam boiler, pressure vessel, oil or gas burner, coal blower, stoker or sprinkler system or any other comparable equipment is operated on the charged property, then the Chargor must also have insurance coverage for loss or damage caused to the equipment, or by the equipment, or by the explosion of the equipment. All insurance policies must be carried with a company that is satisfactory to the Chargee, contain mortgage clauses approved by the Insurance Bureau of Canada, or by the Chargee, confirming that any loss proceeds will be paid first to the Chargee, and give the Chargee the first right to receive and to have a lien on the insurance proceeds. If the Chargee asks the Chargor to, the Chargor must provide the Chargee with certified copies of all insurance policies. At least fifteen (15) days before any insurance policy expires, the Chargor must provide the Chargee with evidence that the Chargor has renewed the policy and paid all premiums. If the Chargor does not arrange for insurance or if the Chargor does not pay the premium for any insurance policy, the Chargee may arrange for insurance and pay the premium. However, the Chargee is not obligated to do so. If the Chargee pays any insurance premium or other amount of money for insurance on behalf of the Chargor, the Chargor must repay the Chargee immediately. If any loss or damage occurs, the Chargor must immediately do everything necessary to enable the Chargee to obtain the insurance money payable to the Chargee under the Charge. The Chargor must pay all expenses related to this. The Chargor agrees that if the Chargee produce the Charge, that will be sufficient authority for the insurance company to pay the Chargee any insurance money that is payable because of a loss. The Chargor hereby authorizes and directs the insurance company to do so without the Chargor's further signature or consent. The Chargee shall have the right to decide how to use the insurance money. For example, the Chargee may use part or all of the insurance money to repair or rebuild the charged property, reduce any part of the loan amount, whether it is due or not, including paying any prepayment charges that are payable, or pay the Chargor. Failure by the Chargor to maintain insurance coverage as set out herein shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to

exercise any or all of the remedies available to it hereunder or at law.

MUNICIPAL TAXES

The Chargor shall pay all municipal, school, and local improvement taxes on the charged property. Taxes must be paid when they are due and the Chargor shall provide the Chargee with a copy of the receipted tax bill within thirty (30) days after the due date of the final instalment. If the Chargor does not provide the Chargee with a receipted tax bill, the Chargor shall pay the administrative fee set out herein and reimburse the Chargee for any costs incurred by the Chargee to obtain a tax search and for making up for any deficiencies.

FEES AND COSTS

The Chargor covenants and agrees with the Chargee as follows:

1. To pay to the Chargee its administration and/or servicing fees for the following matters in the amounts set forth:
 - a. An administrative fee of \$1,500.00 if the charged property falls into arrears and requires the Chargee to bring it current.
 - b. An administrative fee of \$300.00 for each failure by the Chargor to notify the Chargee of lien registration by the Condominium Corporation for common expense arrears.
 - c. An administrative fee of \$300.00 for each failure by the Chargor to provide proof of payment of realty taxes;
 - d. An administrative fee of \$500.00 for each default under any prior mortgage, charge or encumbrance;
 - e. An administrative fee of \$500.00 for each correspondence/payment made by the Chargee in order to protect its security, including without limitation payment for the maintenance of fire insurance, utility continuance, condominium common expenses, realty taxes, prior mortgages, etc. The Chargor agrees that any such payment by the Chargee shall bear interest at eighteen percent (18%) per annum, calculated and compounded monthly.
 - f. An administrative fee of \$500.00 for each visit to a property.
 - g. An administrative fee of \$200.00 per day for administering the maintenance and security of any property in the possession of Chargee.
 - h. An administrative fee of \$300.00 for each failure to provide post-dated cheques.
 - i. Missed payment fee of \$300.00 shall be payable for each missed or late instalment and for processing each NSF cheque or other returned payment. If any cheque is returned NSF, any replacement cheque must be certified. If such replacement cheque is not certified, the Chargee shall be entitled to have it certified, and to add all the costs of certification (including courier charges to and from the Chargor's bank) to the amount owing on the Charge.
 - j. An administrative fee of \$5,000.00 for each demand, action or proceeding instituted by the Chargee to enforce its rights and remedies pursuant to the Charge.
 - k. An administrative fee of \$500.00 for attending to take possession of a property following default.
 - l. An administrative fee of \$300.00 for each failure by the Chargor to provide proof of insurance coverage on an annual basis;
 - m. An administrative fee of \$1,500.00 for dealing with each cancellation, premium payment or other non-compliance with insurance requirements. Monthly fee of \$500.00 will apply for each month in which the Chargee implements its own insurance policy on a property.
 - n. An administrative fee of \$300.00 for preparation of each mortgage and/or payout statement requested with at least 72 hours advance written notice. Where less than 72 hours advance written notice is given, a nominal fee of \$600.00 will be charged to the Chargor.
 - o. A discharge fee of \$350.00 for each property. Legal and registration fee to be added to the discharge fee.

- p. A late discharge fee of \$1,500.00 is applicable to mortgages past 5 days at maturity.
- q. A late renewal fee of \$1,500.00 is applicable to mortgages past 5 days at maturity.
- r. If offered a renewal at maturity, there will be a renewal fee of 2.5% of the outstanding balance, whichever is higher.
- s. An administrative fee of \$100.00 for each PPSA registration, including without limitation, registration of renewal, discharge, name change, etc.
- t. Payment Change Fee of \$50.00 for each payment change.
- u. If a lender(s) chooses to use SDRSP's as the financial vehicle to fund this mortgage a \$498.75 Administration Charge will be levied by the lending institution at the borrowers expense.

The Chargee reserves the right to charge reasonable fees for other administrative services. All amounts herein shall be deemed to be liquidated amounts to be applied against the Chargee's administrative costs and shall not be a penalty. Any service or administration fee owing by the Chargor to the Chargee which is not paid forthwith after having been incurred shall be added to the principal and shall bear interest at the rate herein set forth. In the event of a further occurrence as set out herein, the applicable fee shall increase by a further sum of \$50.00 and this shall be on a cumulative basis.

- 2. If the Chargor is required by the Chargee to prepay the entire amount of principal owed to the Chargee (the "Outstanding Principal") because of any default by the Chargor under the terms hereof or if the Chargor fails to pay the Outstanding Principal upon the maturity of this Charge, the Chargor must also pay, in addition to all other amounts due as set out herein, 3 months' interest on the Outstanding Principal. Without limiting the generality of the foregoing, the Chargor acknowledges and agrees that if the Chargee issues either a Notice of Sale or a Statement of Claim, then the Chargee shall be entitled to charge an additional fee equivalent to 3 month's interest on the Outstanding Principal.
- 3. The Chargor agrees to pay all legal and other expenses incurred by the Chargee in connection with the preparation and registration of any security interests pursuant to the Personal Property Security Act, any renewals, discharges or other changes thereof forthwith upon demand and such fees and expenses, together with interest thereon at the interest rate charges hereunder, shall be added to the principal sum secured by the within charge if not paid by the Chargor.
- 4. The Chargor shall pay to the Chargee on demand all legal fees payable on a solicitor-client basis, costs and out-of-pocket expenses incurred by any of the Chargee, its agents, officers and employees with respect to:
 - a. the preparation of this Charge, any renewals thereof and related security documents (the "Security Documents") and any other documents, agreements and instruments required pursuant hereto or thereto and any costs associated with realization under this Charge or the Security Documents;
 - b. the Chargee obtaining advice as to its rights and responsibilities under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto or in the event of exercise of any or all of its remedies hereunder or thereunder;
 - c. the exercising of any or all of the rights, remedies and powers of the Chargee under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto, or in defending or taking any measures to defend any action, claim, cause of action or in proceedings directly or indirectly relating to the provisions of any such instrument or document;
 - d. any or all of the taking of, recovering of possession of any assets or property of the Chargor, or any proceedings taken for the purpose of enforcing any rights or remedies provided in this Charge or in any instrument or document comprising the Security Documents or relating thereto, or any proceedings otherwise taken in relation to any assets or property of the Chargor or subject to the security given by the Chargor to the Chargee, or any proceedings taken by reason of any non-payment or non-performance of the obligations of the Chargor hereunder; and
 - e. any appraisals, environmental reports, engineering reports, cost consultants' reports, or any other reports obtained at any time by the Chargee relating to the charged property.

In the event the Chargor fails to pay any such legal fees, costs and expenses to the Chargee forthwith upon demand by the Chargee, then the amount of such unpaid legal fees, costs and expenses shall be added to the Charge indebtedness secured hereunder and shall bear interest at the rate herein set forth.

5. The Chargor and Guarantor agree that should the Chargee herein be a trustee for beneficiaries, the Chargor and Guarantor shall have no claims against the beneficial owners of the Charge.

PAYMENTS

The Chargor must pay the amount of each instalment on every instalment date, beginning on the first instalment date and ending on the last instalment date, all as shown in the Charge. The Chargee shall apply each instalment as follows: First, to pay or reduce any compound interest on this Charge up to the instalment date. Second, to pay other interest on this Charge up to that date. Third, to reduce the principal of this Charge. If the Charge goes into default, the Chargee does not have to apply an instalment as shown above. If the Chargee does not advance the full amount approved for this Charge, the Chargor must still pay the full amount of each instalment, unless Chargee agrees otherwise.

The Chargor must repay the balance of this Charge and the interest thereon in full on the balance due date, unless this Charge is renewed for another term. The Chargor shall have the right to apply any payment by the Chargor to the interest and principal of any other indebtedness of the Chargor to the Chargee in priority to the principal amount secured by this Charge.

Any discharge of this Charge shall be prepared by the Chargee at the Chargor's expense within a reasonable time after repayment of the principal sum secured herein together with accrued interest thereon and all applicable fees, costs and expenses. Any payments made after 1:00 p.m. shall be deemed, for the purpose of calculation of interest, to have been made and received on the next bank business day.

PRIOR & SUBSEQUENT ENCUMBRANCES

In the event that the Chargor is in default under any prior or subsequent mortgage, charge or encumbrance, such default shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law.

FURTHER ENCUMBRANCES

The Chargor shall not grant or permit any further mortgages, charges or encumbrances of any nature to be registered against the lands without the prior written consent of the Chargee. In the event of a breach of this covenant, the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law. In the event that the Chargee has consented to the registration of further mortgages, charges or encumbrances against the lands and the Chargor defaults under any such mortgages, charges or encumbrances, such default shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law.

PAYMENT OF OTHER CHARGES AND PERFORMANCE OF OTHER OBLIGATIONS BY THE CHARGE

The Chargor covenants and agrees with the Chargee to pay all property taxes, public utility rates, charges, and insurance premiums as and when they become due, to keep all encumbrances and agreements in good standing, comply with all zoning by-laws, standards and work orders and not to permit the existence of any work orders, deficiency notices, letters of compliance or the registration of any liens of any nature or kind; the failure of the Chargor to comply with this covenant shall constitute an event of default hereunder and entitle the Chargee at its sole option to avail itself of remedies available hereunder and at law including the right to accelerate the principal sum secured hereunder together with all accrued interest thereon plus costs. In addition, at the Chargee's sole option, the Chargor hereby agrees that the Chargee may satisfy any charge, lien, any matter raised in this paragraph or other encumbrance now or hereafter existing or to arise or be claimed upon the charged property and the amount so paid together with all costs associated therewith shall be added to the principal sum hereby secured and bear interest at the rate of interest set forth herein and shall be payable forthwith by the Chargor to the Chargee and in

default of payment, the entire principal sum, accrued interest and costs, shall become payable at the option of the Chargee and the remedies hereby given and available at law may be exercised forthwith without notice. In the event of the Chargee satisfying any such charge or claim, it shall be entitled to all equities and securities of the person or persons so satisfied and it may retain any discharge, cessation of charge or assignment of charge unregistered until paid.

CROSS DEFAULT

The Chargor acknowledges that this Charge has been given pursuant to the provisions of the mortgage commitment issued by the Chargee in favour of the Chargor (the "Commitment"). The Chargor agrees that any and all default under the terms and conditions of the Charge, the Commitment or pursuant to any other charge or security document between the Chargor and the Chargee, including any document pursuant to which the Chargor is a guarantor, shall constitute concurrent default under this Charge and any and all default under this Charge shall constitute concurrent default under all such security documents and shall entitle the Chargee to pursue its remedies under any or all of the aforesaid security documents and the unpaid principal balance of all liabilities and amounts owing pursuant to the Commitment together with interest as aforesaid shall, at the option of and upon demand by the Chargee, become immediately due and repayable.

REVENUE CANADA LIENS

Should a Revenue Canada Tax Lien be placed upon this property then it will be deemed in default and repayable with immediate effect, at the lender's discretion. All applicable default fees shall apply.

NON-MERGER

Notwithstanding the registration of the Charge and the advance of funds pursuant hereto, the terms and conditions of the Commitment shall remain binding and effective on the parties hereto and shall not merge in this Charge nor in any document executed and delivered to the Chargee in connection with the transaction contemplated by the Commitment, and the terms of the Commitment are incorporated herein by reference.

POSSESSION UPON DEFAULT

Upon default in payment of principal or interest under this Charge or in performance of any of the terms and conditions hereof, the Chargee may enter into and take possession of the charged property, free of all manner of former conveyances, mortgages, charges or encumbrances without the let, suit, hindrance, interruption or denial of the Chargor or any other person whatsoever.

NOTICE OF POWER OF SALE

In the event a Power of Sale is commenced, the Notice of Power of Sale may be served by registered mail on the address of service of the Borrower and the Borrower hereby accepts this service as if such notice was served on the Borrower's last known location. The Borrower must choose an address for service in Canada.

REGISTRATION OF RESTRICTIVE COVENANTS S.118

The Lender may exercise in their sole discretion the option to register a s.118 Restrictive Covenant on title of the property and the Borrower shall execute any and all documents to give effect to said registration.

NOTICE OF POWER OF SALE

In the event a Power of Sale is commenced, the Notice of Power of Sale may be served by registered mail on the address of service of the Borrower and the Borrower hereby accepts this service as if such notice was served on the Borrower's last known location. The Borrower must choose an address for service in Canada.

POSSESSION UPON DEFAULT

Upon default in payment of principal or interest under this Charge or in performance of any of the terms and conditions hereof, the Chargee may enter into and take possession of the charged property, free of all manner of former conveyances, mortgages, charges or encumbrances without the let, suit, hindrance, interruption or denial of the Chargor or any other person whatsoever.

RIGHT OF FIRST REFUSAL

In the event the Chargee issues a Notice of Sale upon default of this Charge, and upon the receipt of not less than 3 bona fide,

reasonable, and legitimate offers, the Chargee, shall be entitled to the right of first refusal to purchase the property upon the same terms and conditions of the highest offer. Notwithstanding the foregoing, if less than 3 bona fide, reasonable, and legitimate offers are made within 30 days of the issuance of a Notice of Sale, the Chargee may exercise this right of first refusal, or in the event no offer is made within 30 days, may make a reasonable offer to purchase the property, upon expiry of the 30th day from the issuance of a Notice of Sale.

SEVERABILITY OF ANY INVALID PROVISIONS

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

INCONSISTENCY OF TERMS

The provisions herein shall be in addition to and not in substitution for those found in the Standard Charge Terms and the Commitment. In the event of an inconsistency between the terms of the Charge, the Commitment and the Standard Charge Terms, the Chargee may, in its sole discretion, determine which shall prevail.

Pre-Authorized Debit Agreement (PAD)

TO: Lift Capital Incorporated

BANK INFORMATION	
Loan Number	446
Name	DSPLN INC.
Bank	BMO
Institution #	001
Transit #	38582
Account #	1967845

I, DSPLN Inc. hereby authorize Lift Capital Incorporated to debit MY Account for \$6,183.33

On the 1st of every month and/or one-time payments from time to time authorized by ME. In this event, I waive the requirement for Lift Capital Incorporated to notify us of the one-time Debit amount.

These services are for _____ Personal _____ Business

This authority is to remain in effect until Lift Capital Incorporated has received written notification from ME of its change or termination. This notification must be received at least 14 days before the next debit is scheduled at the address provided below. I may obtain a sample cancellation form, or more information on my/our duties to cancel PAC Agreement at my/our financial institution or by visiting www.cdnpay.ca.

I warrant that all persons whose signature is required to sign on the account have signed the authorization below.

I HAVE ATTACHED A VOID CHEQUE or FINANCIAL INSTITUTION PRE-AUTHORIZED DEBIT FORM, which forms part of this document indicating the Financial Institution, Branch, Transit Number, and the Account Number for which the interest payments are to be debited. No reimbursement was provided for such automatic payment authorization.

I permit Lift Capital Incorporated to provide this authorization to the financial institution acting on the behalf of Lift Capital Incorporated.

I authorize Lift Capital Incorporated to debit our bank account, in the event we decide to make an unscheduled payment toward our principal and/or arrears balance.

I have certain recourse right if debit does not comply with this agreement. For example, I have the right to received reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. To obtain a form for Reimbursement Claim, or for more information on my/our rights, I may contact my/our financial institution or visit cdnpay.ca.

And, I make this authorization conscientiously believing it to be true.

Aruba Butt

DSPLN Inc.

Aruba Butt

Aruba Butt (Guarantor)

Date



Loan Commitment

We are pleased to provide a Second mortgage subject to the following terms and conditions, Schedule 'A', hereto and our normal underwriting procedures.

Chargor(s) / Borrower(s): Happy Gilmore Inc., Multiville Inc.

Guarantor(s): Ryan Molony, Aruba Butt

Property address: 103 Dome Avenue Timmins ON P0N 1H0, 50 Cecil Avenue, Timmins, On, 244 Hemlock Street, Timmins, On, 340 Mabel Avenue, Sudbury, On, 349 Burton Avenue, Sudbury, On, 783 Cooper Street, Sault Ste. Marie, On, 95 Tamarack Street, Timmins, On, 61 Taylor Avenue, Kirkland Lake, On, 250 Middleton Avenue, Timmins, On, 254 Ross Avenue East, Timmins, On

Chargee/Lender: Lift Capital Incorporated

Loan Amount: \$485,000.00

Term: 6 months

Rate: 13.99% interest only per annum

Payments: \$5,654.29 interest only paid monthly

Repayment Terms: The loan shall be open to prepayment for the term with 30 days' written notice, without bonus or penalty.

Commitment date: January 11, 2023

Closing Date: January 16, 2023

Interest Adjustment Date: January 16, 2023

First Payment Date: March 1, 2023

Maturity Date: August 1, 2023

Deposit: \$0.00 non-refundable, payable upon execution of this commitment (to be applied against closing costs)

Prepayment: The loan shall be open to prepayment for the term with 30 days' written notice, without bonus or penalty.

Lender Fee: \$6,000.00 of the loan amount – You acknowledge that this fee will be deducted from the mortgage advance on closing.

Broker Fee: \$0.00 of the loan amount – You acknowledge that this fee will be deducted from the mortgage advance on closing.

Administration Fee: A \$175.00 administration fee will be charged for reporting costs, to be deducted from the advance.

Wire Fee: A \$500.00 wire fee will be charged and deducted from the advance of the loan.

Interest Adjustment fee: Amount will be calculated accordingly and will be deducted from the mortgage advance on closing.

Title: It is understood that the advance of funds is subject to our solicitor providing a satisfactory report on title. Title insurance at your expense, satisfactory to us, is required.

Ownership: Should there be any change in the beneficial ownership, or if any portion of the properties subject to the mortgage are sold or in any way disposed of by the current owner(s); the outstanding amount of the mortgage must be repaid in full.

Costs: You are responsible for the processing, legal, appraisal, survey and insurance fees associated with this loan. Borrower must pay all legal costs incurred by the lender related to the set-up and discharge of the loan.

Fire Insurance: Fire and extended insurance coverage in a form and for an amount acceptable to us is to be taken out with an insurance company or insurance companies approved by us for the full insurable value of the property, \$2,000,000 in liability, and assigned to us as Mortgagee/Chargee. Co-insurance is not acceptable.

Cancellation: This commitment may be withdrawn, at our option, if the funds are not fully advanced within 45 days from Commitment Date.

Lender's Solicitors: Diamond and Diamond Lawyers LLP, 255 Consumers Road, 5th Floor, Tel: (416) 256 1600 x 888 | Fax: 1-855-353-5182 has been appointed to act on our behalf in this transaction.

Additional Provisions: Refer to Schedule A attached.

Conditions:

1. The amounts outstanding on the following debts do not exceed:

- a. 1st mortgage secured against 103 Dome Avenue Timmins ON P0N 1H0 with Windrose not to exceed \$152,000.00 and must be in good standing.
- b. 1st mortgage secured against 50 Cecil Avenue, Timmins, On with Windrose not to exceed \$175,000.00 and must be in good standing.
- c. 1st mortgage secured against 244 Hemlock Street, Timmins, On with Windrose not to exceed \$208,000.00 and must be in good standing.
- d. 1st mortgage secured against 340 Mabel Avenue, Sudbury, On with Windrose not to exceed \$225,000.00 and must be in good standing.
- e. 1st mortgage secured against 349 Burton Avenue, Sudbury, On with Windrose not to exceed \$237,000.00 and must be in good standing.
- f. 1st mortgage secured against 783 Cooper Street, Sault Ste. Marie, On with Windrose not to exceed

\$196,000.00 and must be in good standing.

- g. 1st mortgage secured against 95 Tamarack Street, Timmins, On with Windrose not to exceed \$200,000.00 and must be in good standing.
 - h. 1st mortgage secured against 61 Taylor Avenue, Kirkland Lake, On with Windrose not to exceed \$150,000.00 and must be in good standing.
 - i. 1st mortgage secured against 250 Middleton Avenue, Timmins, On with Windrose not to exceed \$280,000.00 and must be in good standing.
 - j. 1st mortgage secured against 254 Ross Avenue East, Timmins, On with Windrose not to exceed \$168,000.00 and must be in good standing.
2. Interest shall increase to 20% per annum in the 13th month of the term.
 3. Notice of Assignment of Rents shall be registered on title, if required by the Lender.
 4. There being no outstanding Writs of Execution registered against the Chargor(s) on closing.
 5. If the property is a condominium property, you shall provide us with an up-to-date status certificate together with enclosures from the condominium corporation confirming satisfactory condominium insurance and common expenses are up-to-date, to our satisfaction.
 6. You are recommended to obtain independent legal representation. The Guarantors must obtain independent legal advice. We reserve the right to require the Chargors to obtain independent legal advice or independent legal representation. Where a Chargor has a spouse and the spouse is not party to the transaction, the spousal consent of the spouse must be provided. If you choose to use our solicitors, all information received by our solicitors in connection with this transaction from either party cannot be treated as confidential insofar as the other party is concerned. In the event of a material conflict between you and us which cannot be resolved (i.e., default proceedings), you will be advised thereof, and it may be necessary for our solicitors to discontinue acting for you in this matter and any other matters. You hereby specifically acknowledge and irrevocably authorize our solicitors to continue to act for us and to act against you in any such conflict.
 7. We will not accept documentation executed by power of attorney.
 8. You agree and consent that we shall have the option of having our representatives attend at the property to conduct an inspection, including taking pictures of the property. All costs incurred with the said inspection shall be your sole responsibility and shall be paid by you at the time of discharge of the mortgage, cost not to exceed \$300.00. Further, if the lender is required to inspect the property because of delinquency of payment, there shall be a fee of \$300 levied. NOTE: This inspection is solely for our benefit and in the event that such inspection is not satisfactory, this Commitment shall be null and void.
 9. The property taxes must be up-to-date and in good standing.
 10. The mortgage shall be prepared in accordance with our standard mortgage documents with such usual terms as are contained therein.
 11. You hereby consent and authorize us and our representatives to make inquiries regarding the payment of the prior charges, including ordering statements proving good standing of the prior mortgages, and you also consent and authorize us and our representatives to make inquiries regarding the payment of the property taxes, including ordering statements proving good standing of the property taxes. This shall be sufficient and irrevocable authorization on your behalf to the prior charges or municipality to release information to us on your accounts.
 12. We reserve the right to syndicate, participate, assign or otherwise share the mortgage loan with one or more other co-lenders at any time without further notice or consent, including prior to funding.
 13. You hereby consent and authorize us and our representatives to disclose and share any information received by us (including but not limited to the mortgage application, employment history, credit bureau) in order to provide you

with the mortgage loan with our representatives and potential mortgage lenders in order for us to syndicate, assign or share the mortgage loan, including prior to funding.

14. The solicitor acting for you must obtain valid identification from you and verify your identity.
 15. The mortgage shall contain a clause that provides us with an assignment of any and all rental income presently or in the future, for the property.
 16. You shall provide our solicitors with the most recent statements for each of the above accounts and shall execute such directions or other documents as we may require to close these accounts, as necessary.
 17. You hereby agree to provide us with your respective up-to-date e-mail addresses and hereby confirm that your current email addresses and phone numbers are as follows:
E: nil@noemail.com
T:
 18. The parties hereto agree that the signature and or initials on this Mortgage Loan Commitment Letter or its acceptance, rejection or modification can be transmitted by email and that communication by such means will be legal and binding on all parties hereto.
-

Date: January 11, 2023



Lender: Lift Capital Incorporated

Note- Must be signed back within 5 business days from date of commitment or null and void.

I accept the above terms and conditions:

DocuSigned by:
Ryan Molony
49ECD94604294AD...

Happy Gilmore Inc.

1/11/2023

Date

DocuSigned by:
Ryan Molony
49ECD94604294AD...

Multiville Inc.

1/11/2023

Date

DocuSigned by:
Ryan Molony
49ECD94604294AD...

Ryan Molony (Guarantor)

1/11/2023

Date

DocuSigned by:
Aruba Butt
6F00F87C9F414C8...

Aruba Butt (Guarantor)

1/11/2023

Date

AUTHORIZATION FORM AND CONSENT TO DISCLOSURE OF INFORMATION

The Lender: Lift Capital Incorporated

Registered owner's name: Happy Gilmore Inc., Multiville Inc.

Property Address: 103 Dome Avenue Timmins ON P0N 1H0

TO: Insurance Broker(s), Insurer(s), Existing Mortgage Lender(s), Private and/or Public Utilities, City and/or Property Tax Department, Condo Corporation / Property Manager, Chattel and Lien Holder, Creditors/Writs, Lawyers, Credit Reporting Agencies, Electrical Safety Authority, Health and/or Fire Department, and/or the Ministry of Environment (collectively, the "Authority")

I the undersigned, being the borrower and purchaser of the above-noted property, hereby authorize you, the Authority, to release any information you may have in your files relating to (but not limited to) or allow for the following (prior to or after closing):

- Authorization for the Lender and/or their lawyer to Arrange/Change a Loss Payee on the insurance policy of the Registered Owners' property as part upcoming mortgage closing. As well, the arrangement of new insurance in the event of insurance default not cured by the registered owner (after the closing).
- The release of Mortgage Balances and Information Statements, Creditor Statements and/or Liens and/or Lodgement and/or Chattels and/or Writs and/or Discharge Statements from an existing mortgage company, and/or status certificates and/or outstanding Work Orders, Deficiencies, Violations, and/or Notices. Including but not limited to authority for the Lender and/or their designate to pull an Equifax or TransUnion credit report in the event of a mortgage default.

This document shall be your good and sufficient authority to conduct fire and health inspections if required and requested by the Lender and to release the aforementioned information to the Lender, the Lender's Lawyer, and/or its assigned investor.

The Parties hereto agree that the signatures and or initials on this Authorization Form and Consent to Information Disclosure can be transmitted by email and that communication by such means will be legal and binding on all parties hereto.

DocuSigned by:

 49ECD94604294AD

 Happy Gilmore Inc. 1/11/2023

 Date

DocuSigned by:

 49ECD94604294AD...

 Multiville Inc. 1/11/2023

 Date

DocuSigned by:

 49ECD94604294AD...

 Ryan Molony (Guarantor) 1/11/2023

 Date

DocuSigned by:
Aruba Butt
6F00F87C9F414C8...

Aruba Butt (Guarantor)

1/11/2023

Date

CONSENT, AUTHORIZATION, ACKNOWLEDGMENT, AND DIRECTION OF RESTRICTIVE COVENANT(S)

The Lender: Lift Capital Incorporated

Registered owner's name: Happy Gilmore Inc., Multiville Inc.

Property Address: 103 Dome Avenue Timmins ON P0N 1H0

TO: Diamond and Diamond Lawyers LLP

In consideration of the Lender agreeing to commit and prepare the Loan referred to herein and for such other consideration here and now agreed sufficient between the parties, the Borrower promises to pay the Lender Fee, Legal Fees, and Broker Fees (as applicable in each case) as stipulated in the Mortgage Commitment above (the "Fees") to the Lender, or applicable party, upon acceptance of this agreement regardless of closing. **Should the Borrower fail to close for any reason**, including but not limited to failure to satisfy the conditions for funding of the offer or failure to execute the security documents for any reason after accepting the terms and conditions outline herein, **he/she shall be liable for the Fees**. The Borrower agrees that interest will accrue on the Fees at the same rate as if the full mortgage/loan was advanced.

As security for the Fees now payable regardless upon execution of this Loan Commitment, the Borrower hereby delivers to the Lender the title deeds to the Property until such time as the Fees and interest thereon is paid in full. The Lender upon execution of this Loan Commitment hereby has security over the Property until the Fees and interest thereon is paid in full. For clarity, the Borrower and Lender have the common intention to make the Property security for a debt and create an equitable mortgage.

Pursuant to section 118 of the *Land Titles Act*, the Borrower authorizes the Lender to protect same by registering a **Restrictive Covenant(s)** on the Property and hereby agrees not to sell, transfer or otherwise convey their interest in the property without the Lender's consent. To the extent permitted by law, you agree to waive any right to receive a copy of such registration and appoint the Lender as your lawful attorney for the purpose of doing any such registrations.

The Borrower specifically authorizes and directs Diamond & Diamond Lawyers LLP to sign, deliver, and/or register electronically, on my/our behalf the covenant(s) document in the form required. The effect of this authorization and direction has been fully explained to me/us, I have been advised to obtain independent legal advice and had the opportunity to obtain independent legal advice but have chosen not to do so, and I/we understand that I/we are parties to and bound by the terms and provisions of this Agreement.

DocuSigned by:

Ryan Molony

49ECD94604294AD...

Happy Gilmore Inc.

1/11/2023

Date

DocuSigned by:

Ryan Molony

49ECD94604294AD...

Multiville Inc.

1/11/2023

Date

DocuSigned by:

Ryan Molony

49ECD94604294AD...

Ryan Molony (Guarantor)

1/11/2023

Date

DocuSigned by:

Aruba Butt

6F00F87C9F414C8...

Aruba Butt (Guarantor)

1/11/2023

Date

Schedule A

PRE-AUTHORIZED PAYMENT / POST-DATED CHEQUES

The Chargor agrees to provide the mortgage payments by "pre-authorized debit plan" to allow monthly payments to be withdrawn automatically. Alternatively, the Chargee may require the Chargor to provide one or more series of post-dated cheques for the payments that are payable under this Charge during the term of this Charge or such portion thereof as the Chargee may specify. The failure to provide the post-dated cheques shall constitute default under the Charge and the Chargee shall be entitled to all of its remedies there under.

DUE ON SALE

In the event that the Chargor sells, conveys, transfers, assigns, exercises a power of appointment or enters into any agreement of sale with respect to the charged property to a purchaser, transferee or assignee or in the event of a change of shareholders of the Chargor which results in a change of control of the Chargor or in the event of a change in the beneficial ownership of the charged property or if such a purchaser, transferee or assignee should fail to apply for and receive the Chargee's written approval, agree to assume all the obligations of the Chargor under this Charge and execute an assumption agreement in the form required by the Chargee, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon and 3 months of interest.

RENEWABILITY

This Charge loan is not automatically renewable at the end of any stipulated term and any renewal term must be negotiated and may bear a renewal fee. If the Charge is not renewed and the Chargor fails to repay the mortgage principal on the maturity date, a fee equivalent to the Lender fee as stipulated in the Mortgage Commitment shall become due and payable. The Chargor/Mortgagor agrees to pay this renewal fee and an administration fee of \$250.00 at the beginning of each month, for each month that the Charge/Mortgage loan is not repaid. These terms are not to be considered a renewal of the Charge and the Charge loan is considered due and payable.

LEASE

The Chargor covenants and agrees with the Chargee that the Chargor will obtain the prior written consent of the Chargee before executing any lease, offer or agreement to lease, or any tenancy agreement for the lease of the whole or any part of the charged property regardless of the length of term of any such lease, offer or agreement to lease or tenancy agreement. The Chargor further covenants and agrees with the Chargee that forthwith after any change or happening affecting any of the leases, offers or agreements to lease, or any tenancy agreements the Chargor will forthwith advise the Chargee accordingly in writing and will furnish the Chargee with full particulars thereof. If the charged property is leased in whole or in part by the Chargor without the prior written consent of the Chargee, or if the Chargor fails to inform the Chargee of any change or happening affecting any of the leases as set out above, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon.

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

As additional security, the Chargor hereby assigns to the Chargee, all leases and contracts already in existence and to be created in the future, together with all rents to become due under existing or future leases and, upon an event of default as hereinafter provided, confers upon the Chargee herein the exclusive power, to be used or not used in its sole discretion, to act as agent, or to appoint a third person to act as agent for the Chargor, with power to take possession of and collect all rents and profits arising from the charged property and to apply such rents and profits at the option of the Chargee to the payment of the indebtedness, interest, insurance, taxes, cost of maintenance and operation, repairs and other expenses similar to the foregoing in such order of priority as the Chargee may in its sole discretion determine.

CONSTRUCTION LIEN ACT

No portion of the proceeds of this Charge is to be used to finance any construction, alterations, renovations or improvements to the charged property within the meaning of the Construction Lien Act (Ontario) or to repay a charge/mortgage which was taken out for this purpose, failing which at the option of the Chargee all amounts hereby secured shall forthwith become due and

payable together with accrued interest and unearned interest thereon until maturity. If any amount of money is claimed in priority over this Charge pursuant to the Construction Lien Act (Ontario) and if the Chargee is obliged to pay any amounts owing under the said Act, same may be added to the principal amount outstanding under this Charge.

FARM DEBT MEDIATION ACT

The Chargor represents and warrants that the Chargor is not a "farmer" as defined in the Farm Debt Mediation Act and the Chargor further covenants and agrees that during the currency of this Charge the Chargor will not engage in any activity which would have the effect of deeming the Chargor a "farmer" within the meaning of the Farm Debt Mediation Act. In the event that the Chargor fails to comply with this provision, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest and (3) months interest thereon.

INSULATION

The charged property is not and has never been insulated with urea formaldehyde foam insulation, and the Chargor will not permit such insulation to be used in the construction of any future improvement to the charged property. In the event that the Chargee determines that any portion of the charged property is, or has been, so insulated, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon.

BANKRUPTCY & INSOLVENCY ACT

The Chargor represents and warrants that the Chargor is not an "undischarged bankrupt" as defined in the Bankruptcy and Insolvency Act. In the event that the Chargor is an "undischarged bankrupt" then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest and three (3) months interest thereon.

WELL WATER ANALYSIS

In the event that the charged property is not on municipal water supply, the Chargee requires satisfactory bacteriological analysis of the well water by the Ministry of Health.

INSURANCE

The Chargor must insure and keep insured all buildings, structures, fixtures and improvements on the charged property for not less than full replacement value in Canadian dollars. The Chargor must keep this insurance coverage in place at all times until the indebtedness has been fully paid and the Charge discharged. The insurance must include coverage for loss or damage caused by fire with extended perils coverage. At any time, the Chargee may require that the Chargor also obtain coverage for additional perils, risks or events. If a steam boiler, pressure vessel, oil or gas burner, coal blower, stoker or sprinkler system or any other comparable equipment is operated on the charged property, then the Chargor must also have insurance coverage for loss or damage caused to the equipment, or by the equipment, or by the explosion of the equipment. All insurance policies must be carried with a company that is satisfactory to the Chargee, contain mortgage clauses approved by the Insurance Bureau of Canada, or by the Chargee, confirming that any loss proceeds will be paid first to the Chargee, and give the Chargee the first right to receive and to have a lien on the insurance proceeds. If the Chargee asks the Chargor to, the Chargor must provide the Chargee with certified copies of all insurance policies. At least fifteen (15) days before any insurance policy expires, the Chargor must provide the Chargee with evidence that the Chargor has renewed the policy and paid all premiums. If the Chargor does not arrange for insurance or if the Chargor does not pay the premium for any insurance policy, the Chargee may arrange for insurance and pay the premium. However, the Chargee is not obligated to do so. If the Chargee pays any insurance premium or other amount of money for insurance on behalf of the Chargor, the Chargor must repay the Chargee immediately. If any loss or damage occurs, the Chargor must immediately do everything necessary to enable the Chargee to obtain the insurance money payable to the Chargee under the Charge. The Chargor must pay all expenses related to this. The Chargor agrees that if the Chargee produce the Charge, that will be sufficient authority for the insurance company to pay the Chargee any insurance money that is payable because of a loss. The Chargor hereby authorizes and directs the insurance company to do so without the Chargor's further signature or consent. The Chargee shall have the right to decide how to use the insurance money. For example, the Chargee may use part or all of the insurance money to repair or rebuild the charged property, reduce any part of the loan amount, whether it is due or not, including paying any prepayment charges that are payable, or pay the Chargor. Failure by the Chargor to maintain insurance coverage as set out herein shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to

exercise any or all of the remedies available to it hereunder or at law.

MUNICIPAL TAXES

The Chargor shall pay all municipal, school, and local improvement taxes on the charged property. Taxes must be paid when they are due and the Chargor shall provide the Chargee with a copy of the receipted tax bill within thirty (30) days after the due date of the final instalment. If the Chargor does not provide the Chargee with a receipted tax bill, the Chargor shall pay the administrative fee set out herein and reimburse the Chargee for any costs incurred by the Chargee to obtain a tax search and for making up for any deficiencies.

FEES AND COSTS

The Chargor covenants and agrees with the Chargee as follows:

1. To pay to the Chargee its administration and/or servicing fees for the following matters in the amounts set forth:
 - a. An administrative fee of \$1,500.00 if the charged property falls into arrears and requires the Chargee to bring it current.
 - b. An administrative fee of \$300.00 for each failure by the Chargor to notify the Chargee of lien registration by the Condominium Corporation for common expense arrears.
 - c. An administrative fee of \$300.00 for each failure by the Chargor to provide proof of payment of realty taxes;
 - d. An administrative fee of \$500.00 for each default under any prior mortgage, charge or encumbrance;
 - e. An administrative fee of \$500.00 for each correspondence/payment made by the Chargee in order to protect its security, including without limitation payment for the maintenance of fire insurance, utility continuance, condominium common expenses, realty taxes, prior mortgages, etc. The Chargor agrees that any such payment by the Chargee shall bear interest at eighteen percent (18%) per annum, calculated and compounded monthly.
 - f. An administrative fee of \$500.00 for each visit to a property.
 - g. An administrative fee of \$200.00 per day for administering the maintenance and security of any property in the possession of Chargee.
 - h. An administrative fee of \$300.00 for each failure to provide post-dated cheques.
 - i. Missed payment fee of \$300.00 shall be payable for each missed or late instalment and for processing each NSF cheque or other returned payment. If any cheque is returned NSF, any replacement cheque must be certified. If such replacement cheque is not certified, the Chargee shall be entitled to have it certified, and to add all the costs of certification (including courier charges to and from the Chargor's bank) to the amount owing on the Charge.
 - j. An administrative fee of \$5,000.00 for each demand, action or proceeding instituted by the Chargee to enforce its rights and remedies pursuant to the Charge.
 - k. An administrative fee of \$500.00 for attending to take possession of a property following default.
 - l. An administrative fee of \$300.00 for each failure by the Chargor to provide proof of insurance coverage on an annual basis;
 - m. An administrative fee of \$1,500.00 for dealing with each cancellation, premium payment or other non-compliance with insurance requirements. Monthly fee of \$500.00 will apply for each month in which the Chargee implements its own insurance policy on a property.
 - n. An administrative fee of \$300.00 for preparation of each mortgage and/or payout statement requested with at least 72 hours advance written notice. Where less than 72 hours advance written notice is given, a nominal fee of \$600.00 will be charged to the Chargor.
 - o. A discharge fee of \$350.00 for each property. Legal and registration fee to be added to the discharge fee.

- p. A late discharge fee of \$1,500.00 is applicable to mortgages past 5 days at maturity.
- q. A late renewal fee of \$1,500.00 is applicable to mortgages past 5 days at maturity.
- r. If offered a renewal at maturity, there will be a renewal fee of 2.5% of the outstanding balance, whichever is higher.
- s. An administrative fee of \$100.00 for each PPSA registration, including without limitation, registration of renewal, discharge, name change, etc.
- t. Payment Change Fee of \$50.00 for each payment change.
- u. If a lender(s) chooses to use SDRSP's as the financial vehicle to fund this mortgage a \$498.75 Administration Charge will be levied by the lending institution at the borrowers expense.

The Chargee reserves the right to charge reasonable fees for other administrative services. All amounts herein shall be deemed to be liquidated amounts to be applied against the Chargee's administrative costs and shall not be a penalty. Any service or administration fee owing by the Chargor to the Chargee which is not paid forthwith after having been incurred shall be added to the principal and shall bear interest at the rate herein set forth. In the event of a further occurrence as set out herein, the applicable fee shall increase by a further sum of \$50.00 and this shall be on a cumulative basis.

- 2. If the Chargor is required by the Chargee to prepay the entire amount of principal owed to the Chargee (the "Outstanding Principal") because of any default by the Chargor under the terms hereof or if the Chargor fails to pay the Outstanding Principal upon the maturity of this Charge, the Chargor must also pay, in addition to all other amounts due as set out herein, 3 months' interest on the Outstanding Principal. Without limiting the generality of the foregoing, the Chargor acknowledges and agrees that if the Chargee issues either a Notice of Sale or a Statement of Claim, then the Chargee shall be entitled to charge an additional fee equivalent to 3 month's interest on the Outstanding Principal.
- 3. The Chargor agrees to pay all legal and other expenses incurred by the Chargee in connection with the preparation and registration of any security interests pursuant to the Personal Property Security Act, any renewals, discharges or other changes thereof forthwith upon demand and such fees and expenses, together with interest thereon at the interest rate charges hereunder, shall be added to the principal sum secured by the within charge if not paid by the Chargor.
- 4. The Chargor shall pay to the Chargee on demand all legal fees payable on a solicitor-client basis, costs and out-of-pocket expenses incurred by any of the Chargee, its agents, officers and employees with respect to:
 - a. the preparation of this Charge, any renewals thereof and related security documents (the "Security Documents") and any other documents, agreements and instruments required pursuant hereto or thereto and any costs associated with realization under this Charge or the Security Documents;
 - b. the Chargee obtaining advice as to its rights and responsibilities under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto or in the event of exercise of any or all of its remedies hereunder or thereunder;
 - c. the exercising of any or all of the rights, remedies and powers of the Chargee under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto, or in defending or taking any measures to defend any action, claim, cause of action or in proceedings directly or indirectly relating to the provisions of any such instrument or document;
 - d. any or all of the taking of, recovering of possession of any assets or property of the Chargor, or any proceedings taken for the purpose of enforcing any rights or remedies provided in this Charge or in any instrument or document comprising the Security Documents or relating thereto, or any proceedings otherwise taken in relation to any assets or property of the Chargor or subject to the security given by the Chargor to the Chargee, or any proceedings taken by reason of any non-payment or non-performance of the obligations of the Chargor hereunder; and
 - e. any appraisals, environmental reports, engineering reports, cost consultants' reports, or any other reports obtained at any time by the Chargee relating to the charged property.

In the event the Chargor fails to pay any such legal fees, costs and expenses to the Chargee forthwith upon demand by the Chargee, then the amount of such unpaid legal fees, costs and expenses shall be added to the Charge indebtedness secured hereunder and shall bear interest at the rate herein set forth.

5. The Chargor and Guarantor agree that should the Chargee herein be a trustee for beneficiaries, the Chargor and Guarantor shall have no claims against the beneficial owners of the Charge.

PAYMENTS

The Chargor must pay the amount of each instalment on every instalment date, beginning on the first instalment date and ending on the last instalment date, all as shown in the Charge. The Chargee shall apply each instalment as follows: First, to pay or reduce any compound interest on this Charge up to the instalment date. Second, to pay other interest on this Charge up to that date. Third, to reduce the principal of this Charge. If the Charge goes into default, the Chargee does not have to apply an instalment as shown above. If the Chargee does not advance the full amount approved for this Charge, the Chargor must still pay the full amount of each instalment, unless Chargee agrees otherwise.

The Chargor must repay the balance of this Charge and the interest thereon in full on the balance due date, unless this Charge is renewed for another term. The Chargor shall have the right to apply any payment by the Chargor to the interest and principal of any other indebtedness of the Chargor to the Chargee in priority to the principal amount secured by this Charge.

Any discharge of this Charge shall be prepared by the Chargee at the Chargor's expense within a reasonable time after repayment of the principal sum secured herein together with accrued interest thereon and all applicable fees, costs and expenses. Any payments made after 1:00 p.m. shall be deemed, for the purpose of calculation of interest, to have been made and received on the next bank business day.

PRIOR & SUBSEQUENT ENCUMBRANCES

In the event that the Chargor is in default under any prior or subsequent mortgage, charge or encumbrance, such default shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law.

FURTHER ENCUMBRANCES

The Chargor shall not grant or permit any further mortgages, charges or encumbrances of any nature to be registered against the lands without the prior written consent of the Chargee. In the event of a breach of this covenant, the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law. In the event that the Chargee has consented to the registration of further mortgages, charges or encumbrances against the lands and the Chargor defaults under any such mortgages, charges or encumbrances, such default shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law.

PAYMENT OF OTHER CHARGES AND PERFORMANCE OF OTHER OBLIGATIONS BY THE CHARGE

The Chargor covenants and agrees with the Chargee to pay all property taxes, public utility rates, charges, and insurance premiums as and when they become due, to keep all encumbrances and agreements in good standing, comply with all zoning by-laws, standards and work orders and not to permit the existence of any work orders, deficiency notices, letters of compliance or the registration of any liens of any nature or kind; the failure of the Chargor to comply with this covenant shall constitute an event of default hereunder and entitle the Chargee at its sole option to avail itself of remedies available hereunder and at law including the right to accelerate the principal sum secured hereunder together with all accrued interest thereon plus costs. In addition, at the Chargee's sole option, the Chargor hereby agrees that the Chargee may satisfy any charge, lien, any matter raised in this paragraph or other encumbrance now or hereafter existing or to arise or be claimed upon the charged property and the amount so paid together with all costs associated therewith shall be added to the principal sum hereby secured and bear interest at the rate of interest set forth herein and shall be payable forthwith by the Chargor to the Chargee and in

default of payment, the entire principal sum, accrued interest and costs, shall become payable at the option of the Chargee and the remedies hereby given and available at law may be exercised forthwith without notice. In the event of the Chargee satisfying any such charge or claim, it shall be entitled to all equities and securities of the person or persons so satisfied and it may retain any discharge, cessation of charge or assignment of charge unregistered until paid.

CROSS DEFAULT

The Chargor acknowledges that this Charge has been given pursuant to the provisions of the mortgage commitment issued by the Chargee in favour of the Chargor (the "Commitment"). The Chargor agrees that any and all default under the terms and conditions of the Charge, the Commitment or pursuant to any other charge or security document between the Chargor and the Chargee, including any document pursuant to which the Chargor is a guarantor, shall constitute concurrent default under this Charge and any and all default under this Charge shall constitute concurrent default under all such security documents and shall entitle the Chargee to pursue its remedies under any or all of the aforesaid security documents and the unpaid principal balance of all liabilities and amounts owing pursuant to the Commitment together with interest as aforesaid shall, at the option of and upon demand by the Chargee, become immediately due and repayable.

REVENUE CANADA LIENS

Should a Revenue Canada Tax Lien be placed upon this property then it will be deemed in default and repayable with immediate effect, at the lender's discretion. All applicable default fees shall apply.

NON-MERGER

Notwithstanding the registration of the Charge and the advance of funds pursuant hereto, the terms and conditions of the Commitment shall remain binding and effective on the parties hereto and shall not merge in this Charge nor in any document executed and delivered to the Chargee in connection with the transaction contemplated by the Commitment, and the terms of the Commitment are incorporated herein by reference.

POSSESSION UPON DEFAULT

Upon default in payment of principal or interest under this Charge or in performance of any of the terms and conditions hereof, the Chargee may enter into and take possession of the charged property, free of all manner of former conveyances, mortgages, charges or encumbrances without the let, suit, hindrance, interruption or denial of the Chargor or any other person whatsoever.

NOTICE OF POWER OF SALE

In the event a Power of Sale is commenced, the Notice of Power of Sale may be served by registered mail on the address of service of the Borrower and the Borrower hereby accepts this service as if such notice was served on the Borrower's last known location. The Borrower must choose an address for service in Canada.

REGISTRATION OF RESTRICTIVE COVENANTS S.118

The Lender may exercise in their sole discretion the option to register a s.118 Restrictive Covenant on title of the property and the Borrower shall execute any and all documents to give effect to said registration.

NOTICE OF POWER OF SALE

In the event a Power of Sale is commenced, the Notice of Power of Sale may be served by registered mail on the address of service of the Borrower and the Borrower hereby accepts this service as if such notice was served on the Borrower's last known location. The Borrower must choose an address for service in Canada.

POSSESSION UPON DEFAULT

Upon default in payment of principal or interest under this Charge or in performance of any of the terms and conditions hereof, the Chargee may enter into and take possession of the charged property, free of all manner of former conveyances, mortgages, charges or encumbrances without the let, suit, hindrance, interruption or denial of the Chargor or any other person whatsoever.

RIGHT OF FIRST REFUSAL

In the event the Chargee issues a Notice of Sale upon default of this Charge, and upon the receipt of not less than 3 bona fide,

reasonable, and legitimate offers, the Chargee, shall be entitled to the right of first refusal to purchase the property upon the same terms and conditions of the highest offer. Notwithstanding the foregoing, if less than 3 bona fide, reasonable, and legitimate offers are made within 30 days of the issuance of a Notice of Sale, the Chargee may exercise this right of first refusal, or in the event no offer is made within 30 days, may make a reasonable offer to purchase the property, upon expiry of the 30th day from the issuance of a Notice of Sale.

SEVERABILITY OF ANY INVALID PROVISIONS

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

INCONSISTENCY OF TERMS

The provisions herein shall be in addition to and not in substitution for those found in the Standard Charge Terms and the Commitment. In the event of an inconsistency between the terms of the Charge, the Commitment and the Standard Charge Terms, the Chargee may, in its sole discretion, determine which shall prevail.

Pre-Authorized Debit Agreement (PAD)

TO: Lift Capital Incorporated

BANK INFORMATION	
Loan Number	413
Name	HAPPY GILMORE INC.
Bank	BMO
Institution #	001
Transit #	04902
Account #	1993992

WE, Happy Gilmore Inc., Multiville Inc. hereby authorize Lift Capital Incorporated to debit OUR Account for \$5,654.29

On the 1st of every month and/or one-time payments from time to time authorized by US. In this event, WE waive the requirement for Lift Capital Incorporated to notify us of the one-time Debit amount.

These services are for _____ Personal _____ Business

This authority is to remain in effect until Lift Capital Incorporated has received written notification from US of its change or termination. This notification must be received at least 14 days before the next debit is scheduled at the address provided below. WE may obtain a sample cancellation form, or more information on my/our duties to cancel PAC Agreement at my/our financial institution or by visiting www.cdnpay.ca.

WE warrant that all persons whose signature is required to sign on the account have signed the authorization below.

WE HAVE ATTACHED A VOID CHEQUE or FINANCIAL INSTITUTION PRE-AUTHORIZED DEBIT FORM, which forms part of this document indicating the Financial Institution, Branch, Transit Number, and the Account Number for which the interest payments are to be debited. No reimbursement was provided for such automatic payment authorization.

WE permit Lift Capital Incorporated to provide this authorization to the financial institution acting on the behalf of Lift Capital Incorporated.

WE authorize Lift Capital Incorporated to debit our bank account, in the event we decide to make an unscheduled payment toward our principal and/or arrears balance.

WE have certain recourse right if debit does not comply with this agreement. For example, WE have the right to received reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. To obtain a form for Reimbursement Claim, or for more information on my/our rights, WE may contact my/our financial institution or visit cdnpay.ca.

And, WE make this authorization conscientiously believing it to be true.

DocuSigned by:
Ryan Molony
49ECD94604294AD...
Happy Gilmore Inc.

DocuSigned by:
Ryan Molony
49ECD94604294AD...
Multiville Inc.

DocuSigned by:
Ryan Molony
49ECD94604294AD...
Ryan Molony
(Guarantor)

DocuSigned by:
Aruba Butt
0F00F87C9F414C8...
Aruba Butt (Guarantor) Date 1/11/2023



Loan Commitment

We are pleased to provide a Second mortgage subject to the following terms and conditions, Schedule 'A', hereto and our normal underwriting procedures.

Chargor(s) / Borrower(s): Happy Gilmore Inc., Multiville Inc.

Guarantor(s): Ryan Molony

Property address: 478 Pine Street South Timmins ON P4N 2L5, 309 Cedar Street North, Timmins, ON, 579 Elm Street, Sudbury, ON, 140 Shamrock Avenue, Timmins, ON, 145 Elm Street North, Timmins, On, 144 Evans Street, Timmins, Ontario, 549 Spooner Road, Timmins, On, 203 Maple Street North, Timmins, On, 348 Sixth Avenue, Sault Ste. Marie, On, 117 Turner Avenue, Sault Ste. Marie, On, 397 Northland Road, Sault Ste. Marie, On

Chargee/Lender: Lift Capital Incorporated

Loan Amount: \$490,000.00

Term: 6 months

Rate: 13.75% interest only per annum

Payments: \$5,614.58 interest only paid monthly

Repayment Terms: The loan shall be open to prepayment for the term with 30 days' written notice, without bonus or penalty.

Commitment date: December 6, 2022

Closing Date: December 9, 2022

Interest Adjustment Date: December 9, 2022

First Payment Date: February 1, 2023

Maturity Date: July 1, 2023

Deposit: \$0.00 non-refundable, payable upon execution of this commitment (to be applied against closing costs)

Prepayment: The loan shall be open to prepayment for the term with 30 days' written notice, without bonus or penalty.

Lender Fee: \$4,900.00 of the loan amount – You acknowledge that this fee will be deducted from the mortgage advance on closing.

Broker Fee: \$0.00 of the loan amount – You acknowledge that this fee will be deducted from the mortgage advance on closing.

Administration Fee: A \$175.00 administration fee will be charged for reporting costs, to be deducted from the advance.

Wire Fee: A \$550.00 wire fee will be charged and deducted from the advance of the loan.

Interest Adjustment fee: Amount will be calculated accordingly and will be deducted from the mortgage advance on closing.

Title: It is understood that the advance of funds is subject to our solicitor providing a satisfactory report on title. Title insurance at your expense, satisfactory to us, is required.

Ownership: Should there be any change in the beneficial ownership, or if any portion of the properties subject to the mortgage are sold or in any way disposed of by the current owner(s); the outstanding amount of the mortgage must be repaid in full.

Costs: You are responsible for the processing, legal, appraisal, survey and insurance fees associated with this loan. Borrower must pay all legal costs incurred by the lender related to the set-up and discharge of the loan.

Fire Insurance: Fire and extended insurance coverage in a form and for an amount acceptable to us is to be taken out with an insurance company or insurance companies approved by us for the full insurable value of the property, \$2,000,000 in liability, and assigned to us as Mortgagee/Chargee. Co-insurance is not acceptable.

Cancellation: This commitment may be withdrawn, at our option, if the funds are not fully advanced within 45 days from Commitment Date.

Lender's Solicitors: Diamond and Diamond Lawyers LLP, 255 Consumers Road, 5th Floor, Tel: (416) 256 1600 x 888 | Fax: 1-855-353-5182 has been appointed to act on our behalf in this transaction.

Additional Provisions: Refer to Schedule A attached.

Conditions:

1. The amounts outstanding on the following debts do not exceed:

- a. 1st mortgage secured against 478 Pine Street South Timmins ON P4N 2L5 with Windrose not to exceed \$100,000.00 and must be in good standing.
- b. 1st mortgage secured against 309 Cedar Street North, Timmins, ON with Windrose not to exceed \$160,000.00 and must be in good standing.
- c. 1st mortgage secured against 579 Elm Street, Sudbury, ON with Windrose not to exceed \$152,000.00 and must be in good standing.
- d. 1st mortgage secured against 140 Shamrock Avenue, Timmins, ON with Windrose not to exceed \$135,000.00 and must be in good standing.
- e. 1st mortgage secured against 145 Elm Street North, Timmins, On with Windrose not to exceed \$170,908.00 and must be in good standing.
- f. 1st mortgage secured against 144 Evans Street, Timmins, Ontario with Windrose not to exceed \$160,000.00

and must be in good standing.

- g. 1st mortgage secured against 549 Spooner Road, Timmins, On with Windrose not to exceed \$160,000.00 and must be in good standing.
- h. 1st mortgage secured against 203 Maple Street North, Timmins, On with Windrose not to exceed \$155,000.00 and must be in good standing.
- i. 1st mortgage secured against 348 Sixth Avenue, Sault Ste. Marie, On with Windrose not to exceed \$188,000.00 and must be in good standing.
- j. 1st mortgage secured against 117 Turner Avenue, Sault Ste. Marie, On with Windrose not to exceed \$184,500.00 and must be in good standing.
- k. 1st mortgage secured against 397 Northland Road, Sault Ste. Marie, On with Windrose not to exceed \$176,000.00 and must be in good standing.

2. Interest shall increase to 20% per annum in the 13th month of the term.

3. Notice of Assignment of Rents shall be registered on title, if required by the Lender.

4. There being no outstanding Writs of Execution registered against the Chargor(s) on closing.

5. If the property is a condominium property, you shall provide us with an up-to-date status certificate together with enclosures from the condominium corporation confirming satisfactory condominium insurance and common expenses are up-to-date, to our satisfaction.

6. You are recommended to obtain independent legal representation. The Guarantors must obtain independent legal advice. We reserve the right to require the Chargors to obtain independent legal advice or independent legal representation. Where a Chargor has a spouse and the spouse is not party to the transaction, the spousal consent of the spouse must be provided. If you choose to use our solicitors, all information received by our solicitors in connection with this transaction from either party cannot be treated as confidential insofar as the other party is concerned. In the event of a material conflict between you and us which cannot be resolved (i.e., default proceedings), you will be advised thereof, and it may be necessary for our solicitors to discontinue acting for you in this matter and any other matters. You hereby specifically acknowledge and irrevocably authorize our solicitors to continue to act for us and to act against you in any such conflict.

7. We will not accept documentation executed by power of attorney.

8. You agree and consent that we shall have the option of having our representatives attend at the property to conduct an inspection, including taking pictures of the property. All costs incurred with the said inspection shall be your sole responsibility and shall be paid by you at the time of discharge of the mortgage, cost not to exceed \$300.00. Further, if the lender is required to inspect the property because of delinquency of payment, there shall be a fee of \$300 levied. NOTE: This inspection is solely for our benefit and in the event that such inspection is not satisfactory, this Commitment shall be null and void.

9. The property taxes must be up-to-date and in good standing.

10. The mortgage shall be prepared in accordance with our standard mortgage documents with such usual terms as are contained therein.

11. You hereby consent and authorize us and our representatives to make inquiries regarding the payment of the prior charges, including ordering statements proving good standing of the prior mortgages, and you also consent and authorize us and our representatives to make inquiries regarding the payment of the property taxes, including ordering statements proving good standing of the property taxes. This shall be sufficient and irrevocable authorization on your behalf to the prior charges or municipality to release information to us on your accounts.

12. We reserve the right to syndicate, participate, assign or otherwise share the mortgage loan with one or more other co-lenders at any time without further notice or consent, including prior to funding.

13. You hereby consent and authorize us and our representatives to disclose and share any information received by us (including but not limited to the mortgage application, employment history, credit bureau) in order to provide you with the mortgage loan with our representatives and potential mortgage lenders in order for us to syndicate, assign or share the mortgage loan, including prior to funding.
 14. The solicitor acting for you must obtain valid identification from you and verify your identity.
 15. The mortgage shall contain a clause that provides us with an assignment of any and all rental income presently or in the future, for the property.
 16. You shall provide our solicitors with the most recent statements for each of the above accounts and shall execute such directions or other documents as we may require to close these accounts, as necessary.
 17. You hereby agree to provide us with your respective up-to-date e-mail addresses and hereby confirm that your current email addresses and phone numbers are as follows:
E: nil@noemail.com
T:
 18. The parties hereto agree that the signature and or initials on this Mortgage Loan Commitment Letter or its acceptance, rejection or modification can be transmitted by email and that communication by such means will be legal and binding on all parties hereto.
-

Date: December 6, 2022



Lender: Lift Capital Incorporated

Note- Must be signed back within 5 business days from date of commitment or null and void.

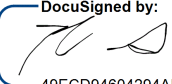
I accept the above terms and conditions:

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Happy Gilmore Inc.

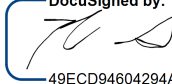
12/6/2022

Date

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49ECD94604294AD...
Multiville Inc.

12/6/2022

Date

DocuSigned by:

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Ryan Molony (Guarantor)

12/6/2022

Date

AUTHORIZATION FORM AND CONSENT TO DISCLOSURE OF INFORMATION

The Lender: Lift Capital Incorporated

Registered owner's name: Happy Gilmore Inc., Multiville Inc.

Property Address: 478 Pine Street South Timmins ON P4N 2L5

TO: Insurance Broker(s), Insurer(s), Existing Mortgage Lender(s), Private and/or Public Utilities, City and/or Property Tax Department, Condo Corporation / Property Manager, Chattel and Lien Holder, Creditors/Writs, Lawyers, Credit Reporting Agencies, Electrical Safety Authority, Health and/or Fire Department, and/or the Ministry of Environment (collectively, the "Authority")

I the undersigned, being the borrower and purchaser of the above-noted property, hereby authorize you, the Authority, to release any information you may have in your files relating to (but not limited to) or allow for the following (prior to or after closing):

- Authorization for the Lender and/or their lawyer to Arrange/Change a Loss Payee on the insurance policy of the Registered Owners' property as part upcoming mortgage closing. As well, the arrangement of new insurance in the event of insurance default not cured by the registered owner (after the closing).
- The release of Mortgage Balances and Information Statements, Creditor Statements and/or Liens and/or Lodgement and/or Chattels and/or Writs and/or Discharge Statements from an existing mortgage company, and/or status certificates and/or outstanding Work Orders, Deficiencies, Violations, and/or Notices. Including but not limited to authority for the Lender and/or their designate to pull an Equifax or TransUnion credit report in the event of a mortgage default.

This document shall be your good and sufficient authority to conduct fire and health inspections if required and requested by the Lender and to release the aforementioned information to the Lender, the Lender's Lawyer, and/or its assigned investor.

The Parties hereto agree that the signatures and or initials on this Authorization Form and Consent to Information Disclosure can be transmitted by email and that communication by such means will be legal and binding on all parties hereto.

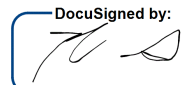
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 Happy Gilmore Inc.

12/6/2022

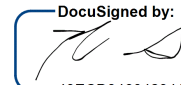
 Date

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 Multiville Inc.

12/6/2022

 Date

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 Ryan Molony (Guarantor)

12/6/2022

 Date

CONSENT, AUTHORIZATION, ACKNOWLEDGMENT, AND DIRECTION OF LODGMENT OF TITLE

The Lender: Lift Capital Incorporated

Registered owner's name: Happy Gilmore Inc., Multiville Inc.

Property Address: 478 Pine Street South Timmins ON P4N 2L5

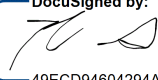
TO: Diamond and Diamond Lawyers LLP

In consideration of the Lender agreeing to commit and prepare the Loan referred to herein and for such other consideration here and now agreed sufficient between the parties, the Borrower promises to pay the Lender Fee as stipulated in the Mortgage Commitment above to the Lender upon acceptance of this agreement regardless of closing. Should the Borrower fail to close for any reason, including but not limited to failure to satisfy the conditions for funding of the offer or failure to execute the security documents for any reason after accepting the terms and conditions outline herein, he/she shall be liable for the Lender Fee. The Borrower agrees that interest will accrue on the Lender Fee at the same rate as if the full mortgage/loan was advanced.

As security for the Lender Fee now payable regardless upon execution of this Loan Commitment, the Borrower hereby delivers to the Lender the title deeds to the Property until such time as the Lender Fee and interest thereon is paid in full. The Lender upon execution of this Loan Commitment hereby has security over the Property until the Lender Fee and interest thereon is paid in full. For clarity, the Borrower and Lender have the common intention to make the Property security for a debt and create an equitable mortgage.

Pursuant to s. 71 of the Land Titles Act, the Borrower authorizes the Lender to protect same by registering a Notice of Lodgement on the Property. The Lodgement can be deleted upon the consent of the Lender. To the extent permitted by law, you agree to waive any right to receive a copy of such registration and appoint us as your lawful attorney for the purpose of doing any such registrations.

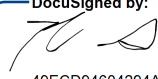
The Borrower specifically authorizes and directs Diamond & Diamond Lawyers LLP to sign, deliver, and/or register electronically, on my/our behalf the Lodgement of Title document in the form required. The effect of this authorization and direction has been fully explained to me/us, I have been advised to obtain independent legal advice and had the opportunity to obtain independent legal advice but have chosen not to do so, and I/we understand that I/we are parties to and bound by the terms and provisions of this Agreement.

DocuSigned by:

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Happy Gilmore Inc.

12/6/2022

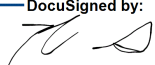
Date

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Multiville Inc.

12/6/2022

Date

DocuSigned by:

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Ryan Molony (Guarantor)

12/6/2022

Date

Schedule A

PRE-AUTHORIZED PAYMENT / POST-DATED CHEQUES

The Chargor agrees to provide the mortgage payments by "pre-authorized debit plan" to allow monthly payments to be withdrawn automatically. Alternatively, the Chargee may require the Chargor to provide one or more series of post-dated cheques for the payments that are payable under this Charge during the term of this Charge or such portion thereof as the Chargee may specify. The failure to provide the post-dated cheques shall constitute default under the Charge and the Chargee shall be entitled to all of its remedies there under.

DUE ON SALE

In the event that the Chargor sells, conveys, transfers, assigns, exercises a power of appointment or enters into any agreement of sale with respect to the charged property to a purchaser, transferee or assignee or in the event of a change of shareholders of the Chargor which results in a change of control of the Chargor or in the event of a change in the beneficial ownership of the charged property or if such a purchaser, transferee or assignee should fail to apply for and receive the Chargee's written approval, agree to assume all the obligations of the Chargor under this Charge and execute an assumption agreement in the form required by the Chargee, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon and 3 months of interest.

RENEWABILITY

This Charge loan is not automatically renewable at the end of any stipulated term and any renewal term must be negotiated and may bear a renewal fee. If the Charge is not renewed and the Chargor fails to repay the mortgage principal on the maturity date, a fee equivalent to the Lender fee as stipulated in the Mortgage Commitment shall become due and payable. The Chargor/Mortgagor agrees to pay this renewal fee and an administration fee of \$250.00 at the beginning of each month, for each month that the Charge/Mortgage loan is not repaid. These terms are not to be considered a renewal of the Charge and the Charge loan is considered due and payable.

LEASE

The Chargor covenants and agrees with the Chargee that the Chargor will obtain the prior written consent of the Chargee before executing any lease, offer or agreement to lease, or any tenancy agreement for the lease of the whole or any part of the charged property regardless of the length of term of any such lease, offer or agreement to lease or tenancy agreement. The Chargor further covenants and agrees with the Chargee that forthwith after any change or happening affecting any of the leases, offers or agreements to lease, or any tenancy agreements the Chargor will forthwith advise the Chargee accordingly in writing and will furnish the Chargee with full particulars thereof. If the charged property is leased in whole or in part by the Chargor without the prior written consent of the Chargee, or if the Chargor fails to inform the Chargee of any change or happening affecting any of the leases as set out above, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon.

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

As additional security, the Chargor hereby assigns to the Chargee, all leases and contracts already in existence and to be created in the future, together with all rents to become due under existing or future leases and, upon an event of default as hereinafter provided, confers upon the Chargee herein the exclusive power, to be used or not used in its sole discretion, to act as agent, or to appoint a third person to act as agent for the Chargor, with power to take possession of and collect all rents and profits arising from the charged property and to apply such rents and profits at the option of the Chargee to the payment of the indebtedness, interest, insurance, taxes, cost of maintenance and operation, repairs and other expenses similar to the foregoing in such order of priority as the Chargee may in its sole discretion determine.

CONSTRUCTION LIEN ACT

No portion of the proceeds of this Charge is to be used to finance any construction, alterations, renovations or improvements to the charged property within the meaning of the Construction Lien Act (Ontario) or to repay a charge/mortgage which was taken out for this purpose, failing which at the option of the Chargee all amounts hereby secured shall forthwith become due and

payable together with accrued interest and unearned interest thereon until maturity. If any amount of money is claimed in priority over this Charge pursuant to the Construction Lien Act (Ontario) and if the Chargee is obliged to pay any amounts owing under the said Act, same may be added to the principal amount outstanding under this Charge.

FARM DEBT MEDIATION ACT

The Chargor represents and warrants that the Chargor is not a "farmer" as defined in the Farm Debt Mediation Act and the Chargor further covenants and agrees that during the currency of this Charge the Chargor will not engage in any activity which would have the effect of deeming the Chargor a "farmer" within the meaning of the Farm Debt Mediation Act. In the event that the Chargor fails to comply with this provision, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest and (3) months interest thereon.

INSULATION

The charged property is not and has never been insulated with urea formaldehyde foam insulation, and the Chargor will not permit such insulation to be used in the construction of any future improvement to the charged property. In the event that the Chargee determines that any portion of the charged property is, or has been, so insulated, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon.

BANKRUPTCY & INSOLVENCY ACT

The Chargor represents and warrants that the Chargor is not an "undischarged bankrupt" as defined in the Bankruptcy and Insolvency Act. In the event that the Chargor is an "undischarged bankrupt" then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest and three (3) months interest thereon.

WELL WATER ANALYSIS

In the event that the charged property is not on municipal water supply, the Chargee requires satisfactory bacteriological analysis of the well water by the Ministry of Health.

INSURANCE

The Chargor must insure and keep insured all buildings, structures, fixtures and improvements on the charged property for not less than full replacement value in Canadian dollars. The Chargor must keep this insurance coverage in place at all times until the indebtedness has been fully paid and the Charge discharged. The insurance must include coverage for loss or damage caused by fire with extended perils coverage. At any time, the Chargee may require that the Chargor also obtain coverage for additional perils, risks or events. If a steam boiler, pressure vessel, oil or gas burner, coal blower, stoker or sprinkler system or any other comparable equipment is operated on the charged property, then the Chargor must also have insurance coverage for loss or damage caused to the equipment, or by the equipment, or by the explosion of the equipment. All insurance policies must be carried with a company that is satisfactory to the Chargee, contain mortgage clauses approved by the Insurance Bureau of Canada, or by the Chargee, confirming that any loss proceeds will be paid first to the Chargee, and give the Chargee the first right to receive and to have a lien on the insurance proceeds. If the Chargee asks the Chargor to, the Chargor must provide the Chargee with certified copies of all insurance policies. At least fifteen (15) days before any insurance policy expires, the Chargor must provide the Chargee with evidence that the Chargor has renewed the policy and paid all premiums. If the Chargor does not arrange for insurance or if the Chargor does not pay the premium for any insurance policy, the Chargee may arrange for insurance and pay the premium. However, the Chargee is not obligated to do so. If the Chargee pays any insurance premium or other amount of money for insurance on behalf of the Chargor, the Chargor must repay the Chargee immediately. If any loss or damage occurs, the Chargor must immediately do everything necessary to enable the Chargee to obtain the insurance money payable to the Chargee under the Charge. The Chargor must pay all expenses related to this. The Chargor agrees that if the Chargee produce the Charge, that will be sufficient authority for the insurance company to pay the Chargee any insurance money that is payable because of a loss. The Chargor hereby authorizes and directs the insurance company to do so without the Chargor's further signature or consent. The Chargee shall have the right to decide how to use the insurance money. For example, the Chargee may use part or all of the insurance money to repair or rebuild the charged property, reduce any part of the loan amount, whether it is due or not, including paying any prepayment charges that are payable, or pay the Chargor. Failure by the Chargor to maintain insurance coverage as set out herein shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to

exercise any or all of the remedies available to it hereunder or at law.

MUNICIPAL TAXES

The Chargor shall pay all municipal, school, and local improvement taxes on the charged property. Taxes must be paid when they are due and the Chargor shall provide the Chargee with a copy of the receipted tax bill within thirty (30) days after the due date of the final instalment. If the Chargor does not provide the Chargee with a receipted tax bill, the Chargor shall pay the administrative fee set out herein and reimburse the Chargee for any costs incurred by the Chargee to obtain a tax search and for making up for any deficiencies.

FEES AND COSTS

The Chargor covenants and agrees with the Chargee as follows:

1. To pay to the Chargee its administration and/or servicing fees for the following matters in the amounts set forth:
 - a. An administrative fee of \$1,500.00 if the charged property falls into arrears and requires the Chargee to bring it current.
 - b. An administrative fee of \$300.00 for each failure by the Chargor to notify the Chargee of lien registration by the Condominium Corporation for common expense arrears.
 - c. An administrative fee of \$300.00 for each failure by the Chargor to provide proof of payment of realty taxes;
 - d. An administrative fee of \$500.00 for each default under any prior mortgage, charge or encumbrance;
 - e. An administrative fee of \$500.00 for each correspondence/payment made by the Chargee in order to protect its security, including without limitation payment for the maintenance of fire insurance, utility continuance, condominium common expenses, realty taxes, prior mortgages, etc. The Chargor agrees that any such payment by the Chargee shall bear interest at eighteen percent (18%) per annum, calculated and compounded monthly.
 - f. An administrative fee of \$500.00 for each visit to a property.
 - g. An administrative fee of \$200.00 per day for administering the maintenance and security of any property in the possession of Chargee.
 - h. An administrative fee of \$300.00 for each failure to provide post-dated cheques.
 - i. Missed payment fee of \$300.00 shall be payable for each missed or late instalment and for processing each NSF cheque or other returned payment. If any cheque is returned NSF, any replacement cheque must be certified. If such replacement cheque is not certified, the Chargee shall be entitled to have it certified, and to add all the costs of certification (including courier charges to and from the Chargor's bank) to the amount owing on the Charge.
 - j. An administrative fee of \$5,000.00 for each demand, action or proceeding instituted by the Chargee to enforce its rights and remedies pursuant to the Charge.
 - k. An administrative fee of \$500.00 for attending to take possession of a property following default.
 - l. An administrative fee of \$300.00 for each failure by the Chargor to provide proof of insurance coverage on an annual basis;
 - m. An administrative fee of \$1,500.00 for dealing with each cancellation, premium payment or other non-compliance with insurance requirements. Monthly fee of \$500.00 will apply for each month in which the Chargee implements its own insurance policy on a property.
 - n. An administrative fee of \$300.00 for preparation of each mortgage and/or payout statement requested with at least 72 hours advance written notice. Where less than 72 hours advance written notice is given, a nominal fee of \$600.00 will be charged to the Chargor.
 - o. A discharge fee of \$350.00 for each property. Legal and registration fee to be added to the discharge fee.

- p. A late discharge fee of \$1,500.00 is applicable to mortgages past 5 days at maturity.
- q. A late renewal fee of \$1,500.00 is applicable to mortgages past 5 days at maturity.
- r. If offered a renewal at maturity, there will be a renewal fee of 2.5% of the outstanding balance, whichever is higher.
- s. An administrative fee of \$100.00 for each PPSA registration, including without limitation, registration of renewal, discharge, name change, etc.
- t. Payment Change Fee of \$50.00 for each payment change.
- u. If a lender(s) chooses to use SDRSP's as the financial vehicle to fund this mortgage a \$498.75 Administration Charge will be levied by the lending institution at the borrowers expense.

The Chargee reserves the right to charge reasonable fees for other administrative services. All amounts herein shall be deemed to be liquidated amounts to be applied against the Chargee's administrative costs and shall not be a penalty. Any service or administration fee owing by the Chargor to the Chargee which is not paid forthwith after having been incurred shall be added to the principal and shall bear interest at the rate herein set forth. In the event of a further occurrence as set out herein, the applicable fee shall increase by a further sum of \$50.00 and this shall be on a cumulative basis.

- 2. If the Chargor is required by the Chargee to prepay the entire amount of principal owed to the Chargee (the "Outstanding Principal") because of any default by the Chargor under the terms hereof or if the Chargor fails to pay the Outstanding Principal upon the maturity of this Charge, the Chargor must also pay, in addition to all other amounts due as set out herein, 3 months' interest on the Outstanding Principal. Without limiting the generality of the foregoing, the Chargor acknowledges and agrees that if the Chargee issues either a Notice of Sale or a Statement of Claim, then the Chargee shall be entitled to charge an additional fee equivalent to 3 month's interest on the Outstanding Principal.
- 3. The Chargor agrees to pay all legal and other expenses incurred by the Chargee in connection with the preparation and registration of any security interests pursuant to the Personal Property Security Act, any renewals, discharges or other changes thereof forthwith upon demand and such fees and expenses, together with interest thereon at the interest rate charges hereunder, shall be added to the principal sum secured by the within charge if not paid by the Chargor.
- 4. The Chargor shall pay to the Chargee on demand all legal fees payable on a solicitor-client basis, costs and out-of-pocket expenses incurred by any of the Chargee, its agents, officers and employees with respect to:
 - a. the preparation of this Charge, any renewals thereof and related security documents (the "Security Documents") and any other documents, agreements and instruments required pursuant hereto or thereto and any costs associated with realization under this Charge or the Security Documents;
 - b. the Chargee obtaining advice as to its rights and responsibilities under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto or in the event of exercise of any or all of its remedies hereunder or thereunder;
 - c. the exercising of any or all of the rights, remedies and powers of the Chargee under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto, or in defending or taking any measures to defend any action, claim, cause of action or in proceedings directly or indirectly relating to the provisions of any such instrument or document;
 - d. any or all of the taking of, recovering of possession of any assets or property of the Chargor, or any proceedings taken for the purpose of enforcing any rights or remedies provided in this Charge or in any instrument or document comprising the Security Documents or relating thereto, or any proceedings otherwise taken in relation to any assets or property of the Chargor or subject to the security given by the Chargor to the Chargee, or any proceedings taken by reason of any non-payment or non-performance of the obligations of the Chargor hereunder; and
 - e. any appraisals, environmental reports, engineering reports, cost consultants' reports, or any other reports obtained at any time by the Chargee relating to the charged property.

In the event the Chargor fails to pay any such legal fees, costs and expenses to the Chargee forthwith upon demand by the Chargee, then the amount of such unpaid legal fees, costs and expenses shall be added to the Charge indebtedness secured hereunder and shall bear interest at the rate herein set forth.

5. The Chargor and Guarantor agree that should the Chargee herein be a trustee for beneficiaries, the Chargor and Guarantor shall have no claims against the beneficial owners of the Charge.

PAYMENTS

The Chargor must pay the amount of each instalment on every instalment date, beginning on the first instalment date and ending on the last instalment date, all as shown in the Charge. The Chargee shall apply each instalment as follows: First, to pay or reduce any compound interest on this Charge up to the instalment date. Second, to pay other interest on this Charge up to that date. Third, to reduce the principal of this Charge. If the Charge goes into default, the Chargee does not have to apply an instalment as shown above. If the Chargee does not advance the full amount approved for this Charge, the Chargor must still pay the full amount of each instalment, unless Chargee agrees otherwise.

The Chargor must repay the balance of this Charge and the interest thereon in full on the balance due date, unless this Charge is renewed for another term. The Chargor shall have the right to apply any payment by the Chargor to the interest and principal of any other indebtedness of the Chargor to the Chargee in priority to the principal amount secured by this Charge.

Any discharge of this Charge shall be prepared by the Chargee at the Chargor's expense within a reasonable time after repayment of the principal sum secured herein together with accrued interest thereon and all applicable fees, costs and expenses. Any payments made after 1:00 p.m. shall be deemed, for the purpose of calculation of interest, to have been made and received on the next bank business day.

PRIOR & SUBSEQUENT ENCUMBRANCES

In the event that the Chargor is in default under any prior or subsequent mortgage, charge or encumbrance, such default shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law.

FURTHER ENCUMBRANCES

The Chargor shall not grant or permit any further mortgages, charges or encumbrances of any nature to be registered against the lands without the prior written consent of the Chargee. In the event of a breach of this covenant, the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law. In the event that the Chargee has consented to the registration of further mortgages, charges or encumbrances against the lands and the Chargor defaults under any such mortgages, charges or encumbrances, such default shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law.

PAYMENT OF OTHER CHARGES AND PERFORMANCE OF OTHER OBLIGATIONS BY THE CHARGE

The Chargor covenants and agrees with the Chargee to pay all property taxes, public utility rates, charges, and insurance premiums as and when they become due, to keep all encumbrances and agreements in good standing, comply with all zoning by-laws, standards and work orders and not to permit the existence of any work orders, deficiency notices, letters of compliance or the registration of any liens of any nature or kind; the failure of the Chargor to comply with this covenant shall constitute an event of default hereunder and entitle the Chargee at its sole option to avail itself of remedies available hereunder and at law including the right to accelerate the principal sum secured hereunder together with all accrued interest thereon plus costs. In addition, at the Chargee's sole option, the Chargor hereby agrees that the Chargee may satisfy any charge, lien, any matter raised in this paragraph or other encumbrance now or hereafter existing or to arise or be claimed upon the charged property and the amount so paid together with all costs associated therewith shall be added to the principal sum hereby secured and bear interest at the rate of interest set forth herein and shall be payable forthwith by the Chargor to the Chargee and in

default of payment, the entire principal sum, accrued interest and costs, shall become payable at the option of the Chargee and the remedies hereby given and available at law may be exercised forthwith without notice. In the event of the Chargee satisfying any such charge or claim, it shall be entitled to all equities and securities of the person or persons so satisfied and it may retain any discharge, cessation of charge or assignment of charge unregistered until paid.

CROSS DEFAULT

The Chargor acknowledges that this Charge has been given pursuant to the provisions of the mortgage commitment issued by the Chargee in favour of the Chargor (the "Commitment"). The Chargor agrees that any and all default under the terms and conditions of the Charge, the Commitment or pursuant to any other charge or security document between the Chargor and the Chargee, including any document pursuant to which the Chargor is a guarantor, shall constitute concurrent default under this Charge and any and all default under this Charge shall constitute concurrent default under all such security documents and shall entitle the Chargee to pursue its remedies under any or all of the aforesaid security documents and the unpaid principal balance of all liabilities and amounts owing pursuant to the Commitment together with interest as aforesaid shall, at the option of and upon demand by the Chargee, become immediately due and repayable.

REVENUE CANADA LIENS

Should a Revenue Canada Tax Lien be placed upon this property then it will be deemed in default and repayable with immediate effect, at the lender's discretion. All applicable default fees shall apply.

NON-MERGER

Notwithstanding the registration of the Charge and the advance of funds pursuant hereto, the terms and conditions of the Commitment shall remain binding and effective on the parties hereto and shall not merge in this Charge nor in any document executed and delivered to the Chargee in connection with the transaction contemplated by the Commitment, and the terms of the Commitment are incorporated herein by reference.

POSSESSION UPON DEFAULT

Upon default in payment of principal or interest under this Charge or in performance of any of the terms and conditions hereof, the Chargee may enter into and take possession of the charged property, free of all manner of former conveyances, mortgages, charges or encumbrances without the let, suit, hindrance, interruption or denial of the Chargor or any other person whatsoever.

NOTICE OF POWER OF SALE

In the event a Power of Sale is commenced, the Notice of Power of Sale may be served by registered mail on the address of service of the Borrower and the Borrower hereby accepts this service as if such notice was served on the Borrower's last known location. The Borrower must choose an address for service in Canada.

REGISTRATION OF RESTRICTIVE COVENANTS S.118

The Lender may exercise in their sole discretion the option to register a s.118 Restrictive Covenant on title of the property and the Borrower shall execute any and all documents to give effect to said registration.

NOTICE OF POWER OF SALE

In the event a Power of Sale is commenced, the Notice of Power of Sale may be served by registered mail on the address of service of the Borrower and the Borrower hereby accepts this service as if such notice was served on the Borrower's last known location. The Borrower must choose an address for service in Canada.

POSSESSION UPON DEFAULT

Upon default in payment of principal or interest under this Charge or in performance of any of the terms and conditions hereof, the Chargee may enter into and take possession of the charged property, free of all manner of former conveyances, mortgages, charges or encumbrances without the let, suit, hindrance, interruption or denial of the Chargor or any other person whatsoever.

RIGHT OF FIRST REFUSAL

In the event the Chargee issues a Notice of Sale upon default of this Charge, and upon the receipt of not less than 3 bona fide,

reasonable, and legitimate offers, the Chargee, shall be entitled to the right of first refusal to purchase the property upon the same terms and conditions of the highest offer. Notwithstanding the foregoing, if less than 3 bona fide, reasonable, and legitimate offers are made within 30 days of the issuance of a Notice of Sale, the Chargee may exercise this right of first refusal, or in the event no offer is made within 30 days, may make a reasonable offer to purchase the property, upon expiry of the 30th day from the issuance of a Notice of Sale.

SEVERABILITY OF ANY INVALID PROVISIONS

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

INCONSISTENCY OF TERMS

The provisions herein shall be in addition to and not in substitution for those found in the Standard Charge Terms and the Commitment. In the event of an inconsistency between the terms of the Charge, the Commitment and the Standard Charge Terms, the Chargee may, in its sole discretion, determine which shall prevail.

Pre-Authorized Debit Agreement (PAD)

TO: Lift Capital Incorporated

BANK INFORMATION	
Loan Number	390
Name	HAPPY GILMORE INC.
Bank	BMO
Institution #	001
Transit #	04902
Account #	1993992

WE, Happy Gilmore Inc., Multiville Inc. hereby authorize Lift Capital Incorporated to debit OUR Account for \$5,614.58

On the 1st of every month and/or one-time payments from time to time authorized by US. In this event, WE waive the requirement for Lift Capital Incorporated to notify us of the one-time Debit amount.

These services are for _____ Personal _____ Business

This authority is to remain in effect until Lift Capital Incorporated has received written notification from US of its change or termination. This notification must be received at least 14 days before the next debit is scheduled at the address provided below. WE may obtain a sample cancellation form, or more information on my/our duties to cancel PAC Agreement at my/our financial institution or by visiting www.cdnpay.ca.

WE warrant that all persons whose signature is required to sign on the account have signed the authorization below.

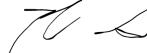
WE HAVE ATTACHED A VOID CHEQUE or FINANCIAL INSTITUTION PRE-AUTHORIZED DEBIT FORM, which forms part of this document indicating the Financial Institution, Branch, Transit Number, and the Account Number for which the interest payments are to be debited. No reimbursement was provided for such automatic payment authorization.

WE permit Lift Capital Incorporated to provide this authorization to the financial institution acting on the behalf of Lift Capital Incorporated.

WE authorize Lift Capital Incorporated to debit our bank account, in the event we decide to make an unscheduled payment toward our principal and/or arrears balance.


WE have certain recourse right if debit does not comply with this agreement. For example, WE have the right to received reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. To obtain a form for Reimbursement Claim, or for more information on my/our rights, WE may contact my/our financial institution or visit cdnpay.ca.

And, WE make this authorization conscientiously believing it to be true.

DocuSigned by:



49ECD94604294AD...

Happy Gilmore Inc.

DocuSigned by:


49ECD94604294AD...

Multiville Inc.

DocuSigned by:


49ECD94604294AD...

Ryan Molony (Guarantor)

12/6/2022

Date

LOAN COMMITMENT

We are pleased to provide a **SECOND** mortgage subject to the following terms and conditions, Schedule 'A', hereto and our normal underwriting procedures

Chargor(s) / Borrower(s): Happy Gilmore Inc. & Multiville Inc.

Guarantor(s): Aruba Butt & Ryan Molony

Property address: 462 Burke Street, Timmins & 156 Maple Street South, Timmins

Chargee/Lender: Lift Capital Incorporated, or as assigned

Loan Amount: \$185,000.00

Term: 6 months

Rate: 12% interest per annum

Payments: \$1,850.00 per month interest only

Repayment Terms: Fully open with no interest penalties

Commitment date: April 21, 2022

Closing Date: April 25, 2022

Interest Adjustment Date: May 1, 2022

First Payment Date: June 1, 2022

Maturity Date: December 1, 2022

Deposit: \$0.00 non-refundable, payable upon execution of this commitment (to be applied against closing costs)

Commitment Fee: 1.5% of the loan amount – You acknowledge that this fee will be deducted from the advance of the loan.

Administration Fee: A \$175.00 administration fee will be charged for reporting costs, to be deducted from the advance.

Wire Fee: A \$50.00 wire fee will be charged and deducted from the advance of the loan.

Interest Adjustment fee: Amount will be calculated from the closing date and will be deducted from the mortgage advance on closing.

Title: It is understood that the advance of funds is subject to our solicitor providing a satisfactory report on title. Title insurance at your expense, satisfactory to us, is required.

Ownership: Should there be any change in the beneficial ownership, or if any portion of the properties subject to the mortgage are sold or in any way disposed of by the current owner(s); the outstanding amount of the mortgage must be repaid in full.

Costs: You are responsible for the processing, legal, appraisal, survey and insurance fees associated with this loan. Borrower must pay all legal costs incurred by the lender related to the set-up and discharge of the loan.

Fire Insurance: Fire and extended insurance coverage in a form and for an amount acceptable to us is to be taken out with an insurance company or insurance companies approved by us for the full insurable value of the property, \$2,000,000 in liability, and assigned to us as Mortgagee/Chargee. Co-insurance is not acceptable.

Cancellation: This commitment may be withdrawn, at our option, if the funds are not fully advanced within 15 days from Commitment Date.

Lender's Solicitors: Diamond & Diamond Lawyers LLP, 255 Consumers Road, 5th Floor, Toronto, Ontario, M2J 1R4, Tel: 416.254.1600 | Fax: 1.855.353.5182 has been appointed to act on our behalf in this transaction.

Additional Provisions: Refer to Schedule A attached.

Conditions:

1. First mortgage on 462 Burke Street, Timmins to not exceed \$114,000.00.
2. First mortgage on 156 Maple Street South, Timmins to not exceed \$100,000.00.
3. Notice of Assignment of Rents shall be registered on title, if required by the Lender.
4. There being no outstanding Writs of Execution registered against the Chargor(s) on closing.
5. If the property is a condominium property, you shall provide us with an up-to-date status certificate together with enclosures from the condominium corporation confirming satisfactory condominium insurance and common expenses are up-to-date, to our satisfaction.
6. You are recommended to obtain independent legal representation. The Guarantors must obtain independent legal advice. We reserve the right to require the Chargors to obtain independent legal advice or independent legal representation. Where a Chargor has a spouse and the spouse is not party to the transaction, the spousal consent of the spouse must be provided. If you choose to use our solicitors, all information received by our solicitors in connection with this transaction from either party cannot be treated as confidential insofar as the other party is concerned. In the event of a material conflict between you and us which cannot be resolved (i.e., default proceedings), you will be advised thereof, and it may be necessary for our solicitors to discontinue acting for you in this matter and any other matters. You hereby specifically acknowledge and irrevocably authorize our solicitors to continue to act for us and to act against you in any such conflict.
7. We will not accept documentation executed by power of attorney.
8. You agree and consent that we shall have the option of having our representatives attend at the property to conduct an inspection, including taking pictures of the property. All costs incurred with the said inspection shall be your sole responsibility and shall be paid by you at the time of discharge of the mortgage, cost not to exceed \$300.00. Further, if the lender is required to inspect the property because of delinquency of payment, there shall be a fee of \$300 levied. NOTE: This inspection is solely for our benefit and in the event that such inspection is not satisfactory, this Commitment shall be null and void.
9. The property taxes must be up-to-date and in good standing.
10. The mortgage shall be prepared in accordance with our standard mortgage documents with such usual terms as are contained therein.
11. You hereby consent and authorize us and our representatives to make inquiries regarding the payment of the prior charges, including ordering statements proving good standing of the prior mortgages, and you also consent and authorize us and our representatives to make inquiries regarding the payment of the property taxes, including ordering statements proving good standing of the property taxes. This shall be sufficient and irrevocable authorization on your behalf to the prior charges or municipality to release information to us on your accounts.
12. We reserve the right to syndicate, participate, assign or otherwise share the mortgage loan with one or more other co-lenders at any time without further notice or consent, including prior to funding.
13. You hereby consent and authorize us and our representatives to disclose and share any information received by us (including but not limited to the mortgage application, employment history, credit bureau) in order to provide you with the mortgage loan with our representatives and potential mortgage lenders in order for us to syndicate, assign or share the mortgage loan, including prior to funding.
14. The solicitor acting for you must obtain valid identification from you and verify your identity.
15. The mortgage shall contain a clause that provides us with an assignment of any and all rental income presently or in the future, for the property.
16. You shall provide our solicitors with the most recent statements for each of the above accounts and shall execute such directions or other documents as we may require to close these accounts, as necessary.
17. You hereby agree to provide us with your respective up-to-date e-mail addresses and hereby confirm that your current email addresses and phone numbers are as follows:
E: _____
T: _____

18. The parties hereto agree that the signature and or initials on this Mortgage Loan Commitment Letter or its acceptance, rejection or modification can be transmitted by email and that communication by such means will be legal and binding on all parties hereto.

4/21/2022

Dated at Oakville this 21 day of April, 2022.



Lender: Lift Capital Incorporated
ASO: Avinash Rajkumar

Info@liftcap.ca | 416.902.2050
2939 Portland Drive, Second Floor
Oakville, Ontario L6H 5S4

Note- Must be signed back within 5 business days from date of commitment or null and void.

I accept the above terms and conditions:

4/21/2022

Dated at _____ this _____ day of April, 2022.

DocuSigned by:
Aruba Butt
6F00F87C9F414C8...

Borrower: Happy Gilmore Inc.

ASO: DocuSigned by:
Aruba Butt
49ECD94604294AD...

Borrower: Multiville Inc.

ASO: DocuSigned by:
Aruba Butt
6F00F87C9F414C8...

Guarantor: Aruba Butt

DocuSigned by:
Aruba Butt
49ECD94604294AD...

Guarantor: Ryan Molony

DocuSigned by:
Aruba Butt
49ECD94604294AD...

Witness:

DocuSigned by:
Aruba Butt
6F00F87C9F414C8...

Witness:

DocuSigned by:
Aruba Butt
49ECD94604294AD...

Witness:

DocuSigned by:
Aruba Butt
6F00F87C9F414C8...

Witness:

AUTHORIZATION FORM AND CONSENT TO DISCLOSURE OF INFORMATION

The Lender: Lift Capital Incorporated

Registered owner's name: Happy Gilmore Inc. & Multiville Inc.

Property Address: 462 Burke Street, Timmins & 156 Maple Street South, Timmins

TO: Insurance Broker(s), Insurer(s), Existing Mortgage Lender(s), Private and/or Public Utilities, City and/or Property Tax Department, Condo Corporation / Property Manager, Chattel and Lien Holder, Creditors/Writs, Lawyers, Credit Reporting Agencies, Electrical Safety Authority, Health and/or Fire Department, and/or the Ministry of Environment (collectively, the "Authority")

I the undersigned, being the borrower and purchaser of the above-noted property, hereby authorize you, the Authority, to release any information you may have in your files relating to (but not limited to) or allow for the following (prior to or after closing):

- Authorization for the Lender and/or their lawyer to Arrange/Change a Loss Payee on the insurance policy of the Registered Owners' property as part upcoming mortgage closing. As well, the arrangement of new insurance in the event of insurance default not cured by the registered owner (after the closing).
- The release of Mortgage Balances and Information Statements, Creditor Statements and/or Liens and/or Lodgement and/or Chattels and/or Writs and/or Discharge Statements from an existing mortgage company, and/or status certificates and/or outstanding Work Orders, Deficiencies, Violations, and/or Notices. Including but not limited to authority for the Lender and/or their designate to pull an Equifax or TransUnion credit report in the event of a mortgage default.

This document shall be your good and sufficient authority to conduct fire and health inspections if required and requested by the Lender and to release the aforementioned information to the Lender, the Lender's Lawyer, and/or its assigned investor.

The Parties hereto agree that the signatures and or initials on this Authorization Form and Consent to Information Disclosure can be transmitted by email and that communication by such means will be legal and binding on all parties hereto.

4/21/2022

Accepted this the ____ day of April, 2022.

DocuSigned by:
Aruba Butt

Borrower: Happy Gilmore Inc.

ASO:

DocuSigned by:
Aruba Butt

Borrower: Multiville Inc.

ASO:

DocuSigned by:
[Signature]
49ECD94604294AD

Witness:

DocuSigned by:
[Signature]
49ECD94604294AD

Witness:

CONSENT, AUTHORIZATION, ACKNOWLEDGMENT, AND DIRECTION OF LODGMENT OF TITLE

The Lender: Lift Capital Incorporated
Registered owner's name: Happy Gilmore Inc. & Multiville Inc.
Property Address: 462 Burke Street, Timmins & 156 Maple Street South, Timmins
TO: Diamond & Diamond Lawyers LLP

In consideration of the Lender agreeing to commit and prepare the Loan referred to herein and for such other consideration here and now agreed sufficient between the parties, the Borrower promises to pay the Lender Fee as stipulated in the Mortgage Commitment above to the Lender upon acceptance of this agreement regardless of closing. Should the Borrower fail to close for any reason, including but not limited to failure to satisfy the conditions for funding of the offer or failure to execute the security documents for any reason after accepting the terms and conditions outline herein, he/she shall be liable for the Lender Fee. The Borrower agrees that interest will accrue on the Lender Fee at the same rate as if the full mortgage/loan was advanced.

As security for the Lender Fee now payable regardless upon execution of this Loan Commitment, the Borrower hereby delivers to the Lender the title deeds to the Property until such time as the Lender Fee and interest thereon is paid in full. The Lender upon execution of this Loan Commitment hereby has security over the Property until the Lender Fee and interest thereon is paid in full. For clarity, the Borrower and Lender have the common intention to make the Property security for a debt and create an equitable mortgage.

Pursuant to s. 71 of the Land Titles Act, the Borrower authorizes the Lender to protect same by registering a Notice of Lodgement on the Property. The Lodgement can be deleted upon the consent of the Lender. To the extent permitted by law, you agree to waive any right to receive a copy of such registration and appoint us as your lawful attorney for the purpose of doing any such registrations.

The Borrower specifically authorizes and directs Diamond & Diamond Lawyers LLP to sign, deliver, and/or register electronically, on my/our behalf the Lodgement of Title document in the form required. The effect of this authorization and direction has been fully explained to me/us, I have been advised to obtain independent legal advice and had the opportunity to obtain independent legal advice but have chosen not to do so, and I/we understand that I/we are parties to and bound by the terms and provisions of this Agreement.

4/21/2022

Accepted this the ____ day of April, 2022.

DocuSigned by:
Anuba Butt
6E00E87C9E414C8

Borrower: Happy Gilmore Inc.

ASO:

DocuSigned by:
[Signature]
49ECD94604294AD...

Witness:

DocuSigned by:
Anuba Butt
6E00E87C9E414C8

Borrower: Multiville Inc.

ASO:

DocuSigned by:
[Signature]
49ECD94604294AD...

Witness:

Schedule A

PRE-AUTHORIZED PAYMENT / POST-DATED CHEQUES

The Chargor agrees to provide the mortgage payments by "pre-authorized debit plan" to allow monthly payments to be withdrawn automatically. Alternatively, the Chargee may require the Chargor to provide one or more series of post-dated cheques for the payments that are payable under this Charge during the term of this Charge or such portion thereof as the Chargee may specify. The failure to provide the post-dated cheques shall constitute default under the Charge and the Chargee shall be entitled to all of its remedies there under.

DUE ON SALE

In the event that the Chargor sells, conveys, transfers, assigns, exercises a power of appointment or enters into any agreement of sale with respect to the charged property to a purchaser, transferee or assignee or in the event of a change of shareholders of the Chargor which results in a change of control of the Chargor or in the event of a change in the beneficial ownership of the charged property or if such a purchaser, transferee or assignee should fail to apply for and receive the Chargee's written approval, agree to assume all the obligations of the Chargor under this Charge and execute an assumption agreement in the form required by the Chargee, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon and 3 months of interest.

RENEWABILITY

This Charge loan is not automatically renewable at the end of any stipulated term and any renewal term must be negotiated and may bear a renewal fee. If the Charge is not renewed and the Chargor fails to repay the mortgage principal on the maturity date, a fee equivalent to the Lender fee as stipulated in the Mortgage Commitment shall become due and payable. The Chargor/Mortgagor agrees to pay this renewal fee and an administration fee of \$250.00 at the beginning of each month, for each month that the Charge/Mortgage loan is not repaid. These terms are not to be considered a renewal of the Charge and the Charge loan is considered due and payable.

LEASE

The Chargor covenants and agrees with the Chargee that the Chargor will obtain the prior written consent of the Chargee before executing any lease, offer or agreement to lease, or any tenancy agreement for the lease of the whole or any part of the charged property regardless of the length of term of any such lease, offer or agreement to lease or tenancy agreement. The Chargor further covenants and agrees with the Chargee that forthwith after any change or happening affecting any of the leases, offers or agreements to lease, or any tenancy agreements the Chargor will forthwith advise the Chargee accordingly in writing and will furnish the Chargee with full particulars thereof. If the charged property is leased in whole or in part by the Chargor without the prior written consent of the Chargee, or if the Chargor fails to inform the Chargee of any change or happening affecting any of the leases as set out above, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon.

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

As additional security, the Chargor hereby assigns to the Chargee, all leases and contracts already in existence and to be created in the future, together with all rents to become due under existing or future leases and, upon an event of default as hereinafter provided, confers upon the Chargee herein the exclusive power, to be used or not used in its sole discretion, to act as agent, or to appoint a third person to act as agent for the Chargor, with power to take possession of and collect all rents and profits arising from the charged property and to apply such rents and profits at the option of the Chargee to the payment of the indebtedness, interest, insurance, taxes, cost of maintenance and operation, repairs and other expenses similar to the foregoing in such order of priority as the Chargee may in its sole discretion determine.

CONSTRUCTION LIEN ACT

No portion of the proceeds of this Charge is to be used to finance any construction, alterations, renovations or improvements to the charged property within the meaning of the *Construction Lien Act* (Ontario) or to repay a

charge/mortgage which was taken out for this purpose, failing which at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest and unearned interest thereon until maturity. If any amount of money is claimed in priority over this Charge pursuant to the *Construction Lien Act* (Ontario) and if the Chargee is obliged to pay any amounts owing under the said Act, same may be added to the principal amount outstanding under this Charge.

FARM DEBT MEDIATION ACT

The Chargor represents and warrants that the Chargor is not a "farmer" as defined in the *Farm Debt Mediation Act* and the Chargor further covenants and agrees that during the currency of this Charge the Chargor will not engage in any activity which would have the effect of deeming the Chargor a "farmer" within the meaning of the *Farm Debt Mediation Act*. In the event that the Chargor fails to comply with this provision, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest and (3) months interest thereon.

INSULATION

The charged property is not and has never been insulated with urea formaldehyde foam insulation, and the Chargor will not permit such insulation to be used in the construction of any future improvement to the charged property. In the event that the Chargee determines that any portion of the charged property is, or has been, so insulated, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon.

BANKRUPTCY & INSOLVENCY ACT

The Chargor represents and warrants that the Chargor is not an "undischarged bankrupt" as defined in the *Bankruptcy and Insolvency Act*. In the event that the Chargor is an "undischarged bankrupt" then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest and three (3) months interest thereon.

WELL WATER ANALYSIS

In the event that the charged property is not on municipal water supply, the Chargee requires satisfactory bacteriological analysis of the well water by the Ministry of Health.

INSURANCE

The Chargor must insure and keep insured all buildings, structures, fixtures and improvements on the charged property for not less than full replacement value in Canadian dollars. The Chargor must keep this insurance coverage in place at all times until the indebtedness has been fully paid and the Charge discharged. The insurance must include coverage for loss or damage caused by fire with extended perils coverage. At any time, the Chargee may require that the Chargor also obtain coverage for additional perils, risks or events. If a steam boiler, pressure vessel, oil or gas burner, coal blower, stoker or sprinkler system or any other comparable equipment is operated on the charged property, then the Chargor must also have insurance coverage for loss or damage caused to the equipment, or by the equipment, or by the explosion of the equipment. All insurance policies must be carried with a company that is satisfactory to the Chargee, contain mortgage clauses approved by the Insurance Bureau of Canada, or by the Chargee, confirming that any loss proceeds will be paid first to the Chargee, and give the Chargee the first right to receive and to have a lien on the insurance proceeds. If the Chargee asks the Chargor to, the Chargor must provide the Chargee with certified copies of all insurance policies. At least fifteen (15) days before any insurance policy expires, the Chargor must provide the Chargee with evidence that the Chargor has renewed the policy and paid all premiums. If the Chargor does not arrange for insurance or if the Chargor does not pay the premium for any insurance policy, the Chargee may arrange for insurance and pay the premium. However, the Chargee is not obligated to do so. If the Chargee pays any insurance premium or other amount of money for insurance on behalf of the Chargor, the Chargor must repay the Chargee immediately. If any loss or damage occurs, the Chargor must immediately do everything necessary to enable the Chargee to obtain the insurance money payable to the Chargee under the Charge. The Chargor must pay all expenses related to this. The Chargor agrees that if the Chargee produce the Charge, that will be sufficient authority for the insurance company to pay the Chargee any insurance money that is payable because of a loss. The Chargor hereby authorizes and directs the insurance company to do so without the

Chargor's further signature or consent. The Chargee shall have the right to decide how to use the insurance money. For example, the Chargee may use part or all of the insurance money to repair or rebuild the charged property, reduce any part of the loan amount, whether it is due or not, including paying any prepayment charges that are payable, or pay the Chargor. Failure by the Chargor to maintain insurance coverage as set out herein shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law.

MUNICIPAL TAXES

The Chargor shall pay all municipal, school, and local improvement taxes on the charged property. Taxes must be paid when they are due and the Chargor shall provide the Chargee with a copy of the receipted tax bill within thirty (30) days after the due date of the final instalment. If the Chargor does not provide the Chargee with a receipted tax bill, the Chargor shall pay the administrative fee set out herein and reimburse the Chargee for any costs incurred by the Chargee to obtain a tax search and for making up for any deficiencies.

FEES AND COSTS

The Chargor covenants and agrees with the Chargee as follows:

1. To pay to the Chargee its administration and/or servicing fees for the following matters in the amounts set forth:
 - a) An administrative fee of \$1,500.00 if the charged property falls into arrears and requires the Chargee to bring it current.
 - b) An administrative fee of \$300.00 for each failure by the Chargor to notify the Chargee of lien registration by the Condominium Corporation for common expense arrears.
 - c) An administrative fee of \$300.00 for each failure by the Chargor to provide proof of payment of realty taxes;
 - d) An administrative fee of \$500.00 for each default under any prior mortgage, charge or encumbrance;
 - e) An administrative fee of \$500.00 for each correspondence/payment made by the Chargee in order to protect its security, including without limitation payment for the maintenance of fire insurance, utility continuance, condominium common expenses, realty taxes, prior mortgages, etc. The Chargor agrees that any such payment by the Chargee shall bear interest at eighteen percent (18%) per annum, calculated and compounded monthly.
 - f) An administrative fee of \$500.00 for each visit to a property.
 - g) An administrative fee of \$200.00 per day for administering the maintenance and security of any property in the possession of Chargee.
 - h) An administrative fee of \$300.00 for each failure to provide post-dated cheques.
 - i) Missed payment fee of \$300.00 shall be payable for each missed or late instalment and for processing each NSF cheque or other returned payment. If any cheque is returned NSF, any replacement cheque must be certified. If such replacement cheque is not certified, the Chargee shall be entitled to have it certified, and to add all the costs of certification (including courier charges to and from the Chargor's bank) to the amount owing on the Charge.
 - j) An administrative fee of \$5,000.00 for each demand, action or proceeding instituted by the Chargee to enforce its rights and remedies pursuant to the Charge.
 - k) An administrative fee of \$500.00 for attending to take possession of a property following default.
 - l) An administrative fee of \$300.00 for each failure by the Chargor to provide proof of insurance coverage on an annual basis;
 - m) An administrative fee of \$1,500.00 for dealing with each cancellation, premium payment or other non-compliance with insurance requirements. Monthly fee of \$500.00 will apply for each month in which the Chargee implements its own insurance policy on a property.
 - n) An administrative fee of \$300.00 for preparation of each mortgage and/or payout statement requested with at least 72 hours advance written notice. Where less than 72 hours advance written notice is given, a nominal fee of \$600.00 will be charged to the Chargor.
 - o) A discharge fee of \$350.00 for each property. Legal and registration fee to be added to the discharge fee.
 - p) A late discharge fee of \$1,500.00 is applicable to mortgages past 5 days at maturity.
 - q) A late renewal fee of \$1,500.00 is applicable to mortgages past 5 days at maturity.
 - r) If offered a renewal at maturity, there will be a renewal fee of 2.5% of the outstanding balance, whichever is higher.

- s) An administrative fee of \$100.00 for each PPSA registration, including without limitation, registration of renewal, discharge, name change, etc.
- t) Payment Change Fee of \$50.00 for each payment change.
- u) If a lender(s) chooses to use SDRSP's as the financial vehicle to fund this mortgage a \$498.75 Administration Charge will be levied by the lending institution at the borrowers expense.

The Chargor acknowledges and agrees that the above fees are a genuine pre-estimate of the value of the services performed for same and is a reasonable estimate of fees to be incurred and is not a penalty or additional interest on the loan secured by the Charge. The Chargee reserves the right to charge other reasonable fees for other administrative services. The Chargor acknowledges and agrees that all amounts herein shall be deemed to be a genuine pre-estimate of the value of the services performed for same and is not a penalty or additional interest on the loan secured by the Charge. The Chargor acknowledges having received and had explained to it all of the possible fees and charges as set forth in the Charge which would be in addition to principal and interest due hereunder. The Chargor acknowledges and agrees that the fees and charges are reasonable and reflect a reasonable pre-estimate of the Chargee's actual costs with respect to each of such charges and fees. Any service or administration fee owing by the Chargor to the Chargee which is not paid forthwith after having been incurred shall be added to the principal and shall bear interest at the rate herein set forth. In the event of a further occurrence as set out herein, the applicable fee shall increase by a further sum of \$50.00 and this shall be on a cumulative basis.

2. If the Chargor is required by the Chargee to prepay the entire amount of principal owed to the Chargee (the "Outstanding Principal") because of any default by the Chargor under the terms hereof or if the Chargor fails to pay the Outstanding Principal upon the maturity of this Charge, the Chargor must also pay, in addition to all other amounts due as set out herein, 3 months' interest on the Outstanding Principal. Without limiting the generality of the foregoing, the Chargor acknowledges and agrees that if the Chargee issues either a Notice of Sale or a Statement of Claim, then the Chargee shall be entitled to charge an additional fee equivalent to 3 month's interest on the Outstanding Principal.
3. The Chargor agrees to pay all legal and other expenses incurred by the Chargee in connection with the preparation and registration of any security interests pursuant to the *Personal Property Security Act*, any renewals, discharges or other changes thereof forthwith upon demand and such fees and expenses, together with interest thereon at the interest rate charges hereunder, shall be added to the principal sum secured by the within charge if not paid by the Chargor.
4. The Chargor shall pay to the Chargee on demand all legal fees payable on a solicitor-client basis, costs and out-of-pocket expenses incurred by any of the Chargee, its agents, officers and employees with respect to:
 - a) the preparation of this Charge, any renewals thereof and related security documents (the "Security Documents") and any other documents, agreements and instruments required pursuant hereto or thereto and any costs associated with realization under this Charge or the Security Documents;
 - b) the Chargee obtaining advice as to its rights and responsibilities under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto or in the event of exercise of any or all of its remedies hereunder or thereunder;
 - c) the exercising of any or all of the rights, remedies and powers of the Chargee under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto, or in defending or taking any measures to defend any action, claim, cause of action or in proceedings directly or indirectly relating to the provisions of any such instrument or document;
 - d) any or all of the taking of, recovering of possession of any assets or property of the Chargor, or any proceedings taken for the purpose of enforcing any rights or remedies provided in this Charge or in any instrument or document comprising the Security Documents or relating thereto, or any proceedings otherwise taken in relation to any assets or property of the Chargor or subject to the security given by the Chargor to the Chargee, or any proceedings taken by reason of any non-payment or non-performance of the obligations of the Chargor hereunder; and
 - e) any appraisals, environmental reports, engineering reports, cost consultants' reports, or any other reports obtained at any time by the Chargee relating to the charged property.

In the event the Chargor fails to pay any such legal fees, costs and expenses to the Chargee forthwith upon demand by the Chargee, then the amount of such unpaid legal fees, costs and expenses shall be added to the Charge indebtedness secured hereunder and shall bear interest at the rate herein set forth.

5. The Chargor and Guarantor agree that should the Chargee herein be a trustee for beneficiaries, the Chargor and Guarantor shall have no claims against the beneficial owners of the Charge.

PAYMENTS

The Chargor must pay the amount of each instalment on every instalment date, beginning on the first instalment date and ending on the last instalment date, all as shown in the Charge. The Chargee shall apply each instalment as follows: First, to pay or reduce any compound interest on this Charge up to the instalment date. Second, to pay other interest on this Charge up to that date. Third, to reduce the principal of this Charge. If the Charge goes into default, the Chargee does not have to apply an instalment as shown above. If the Chargee does not advance the full amount approved for this Charge, the Chargor must still pay the full amount of each instalment, unless Chargee agrees otherwise.

The Chargor must repay the balance of this Charge and the interest thereon in full on the balance due date, unless this Charge is renewed for another term. The Chargor shall have the right to apply any payment by the Chargor to the interest and principal of any other indebtedness of the Chargor to the Chargee in priority to the principal amount secured by this Charge.

Any discharge of this Charge shall be prepared by the Chargee at the Chargor's expense within a reasonable time after repayment of the principal sum secured herein together with accrued interest thereon and all applicable fees, costs and expenses. Any payments made after 1:00 p.m. shall be deemed, for the purpose of calculation of interest, to have been made and received on the next bank business day.

Any breach of this loan commitment by the Borrower(s) shall be considered a default of the loan commitment. Where there is default by the Borrower(s) on this loan commitment at any time during the term of the loan, or non-payment of the principal on the balance due date or maturity date of the term secured by this loan commitment and the associated charge, Section 17 of the Mortgages Act (RSO 1990), as amended, or any applicable successor legislation shall apply. Where Section 17 of the Mortgages Act (RSO 1990), as amended, or any applicable successor legislation is not applicable to payments on default of this loan commitment, including but not limited to failure of the Borrower(s) to pay the principal balance of the loan and any arrears and other fees or charges and accrued interest, on the balance due date or maturity due date, the Borrower(s) shall, in addition to the outstanding principal amount of the loan and any arrears and other fees or charges and accrued interest, be required pay a further default administration fee equal to three (3) months interest based on the then applicable interest rate as setout herein calculated on the then outstanding owing on the loan, which shall include the outstanding principal plus any arrears and other fees or charges and accrued interest.

The Borrower(s) expressly agree that, unless otherwise expressly required by law, the applicable interest will increase automatically to twenty percent (20.00%) per annum from the first day after maturity date of this loan or upon any default of this loan commitment, unless the principal amount of the loan and any arrears and other penalties or charges and accrued interest is paid in full or unless otherwise agreed to in writing by the lender prior to the maturity date.

The Borrower(s) further agree that the Borrower(s) are solely responsible for any and all costs, including but not limited to legal fees and other litigation expenses, incurred by the Lender in enforcing this loan commitment and/or recovering the principal and any other amounts owing under this loan, including but not limited to initiating power of sale proceedings. Unless otherwise required by law, the Borrower(s) agree that such costs shall be incorporated as part of the principal owing on the loan and the then applicable interest rate as setout herein shall be payable on such balance owing. The Borrower(s) further agree that a management fee equal to ten percent (10%) of the then outstanding balancing owing on the loan for administering and managing enforcement efforts on the loan may be collected by the Lender in its sole and absolute discretion and that such management fee is fair and reasonable and shall be payable by the Borrower(s) prior to any requirement for the Lender to discharge the mortgage.

PRIOR & SUBSEQUENT ENCUMBRANCES

In the event that the Chargor is in default under any prior or subsequent mortgage, charge or encumbrance, such default shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to

declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law.

FURTHER ENCUMBRANCES

The Chargor shall not grant or permit any further mortgages, charges or encumbrances of any nature to be registered against the lands without the prior written consent of the Chargee. In the event of a breach of this covenant, the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law. In the event that the Chargee has consented to the registration of further mortgages, charges or encumbrances against the lands and the Chargor defaults under any such mortgages, charges or encumbrances, such default shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law.

PAYMENT OF OTHER CHARGES AND PERFORMANCE OF OTHER OBLIGATIONS BY THE CHARGE

The Chargor covenants and agrees with the Chargee to pay all property taxes, public utility rates, charges, and insurance premiums as and when they become due, to keep all encumbrances and agreements in good standing, comply with all zoning by-laws, standards and work orders and not to permit the existence of any work orders, deficiency notices, letters of compliance or the registration of any liens of any nature or kind; the failure of the Chargor to comply with this covenant shall constitute an event of default hereunder and entitle the Chargee at its sole option to avail itself of remedies available hereunder and at law including the right to accelerate the principal sum secured hereunder together with all accrued interest thereon plus costs. In addition, at the Chargee's sole option, the Chargor hereby agrees that the Chargee may satisfy any charge, lien, any matter raised in this paragraph or other encumbrance now or hereafter existing or to arise or be claimed upon the charged property and the amount so paid together with all costs associated therewith shall be added to the principal sum hereby secured and bear interest at the rate of interest set forth herein and shall be payable forthwith by the Chargor to the Chargee and in default of payment, the entire principal sum, accrued interest and costs, shall become payable at the option of the Chargee and the remedies hereby given and available at law may be exercised forthwith without notice. In the event of the Chargee satisfying any such charge or claim, it shall be entitled to all equities and securities of the person or persons so satisfied and it may retain any discharge, cessation of charge or assignment of charge unregistered until paid.

CROSS DEFAULT

The Chargor acknowledges that this Charge has been given pursuant to the provisions of the mortgage commitment issued by the Chargee in favour of the Chargor (the "Commitment"). The Chargor agrees that any and all default under the terms and conditions of the Charge, the Commitment or pursuant to any other charge or security document between the Chargor and the Chargee, including any document pursuant to which the Chargor is a guarantor, shall constitute concurrent default under this Charge and any and all default under this Charge shall constitute concurrent default under all such security documents and shall entitle the Chargee to pursue its remedies under any or all of the aforesaid security documents and the unpaid principal balance of all liabilities and amounts owing pursuant to the Commitment together with interest as aforesaid shall, at the option of and upon demand by the Chargee, become immediately due and repayable.

REVENUE CANADA LIENS

Should a Revenue Canada Tax Lien be placed upon this property then it will be deemed in default and repayable with immediate effect, at the lender's discretion. All applicable default fees shall apply.

NON-MERGER

Notwithstanding the registration of the Charge and the advance of funds pursuant hereto, the terms and conditions of the Commitment shall remain binding and effective on the parties hereto and shall not merge in this Charge nor in any document executed and delivered to the Chargee in connection with the transaction contemplated by the Commitment, and the terms of the Commitment are incorporated herein by reference.

NOTICE OF POWER OF SALE

In the event a Power of Sale is commenced, the Notice of Power of Sale may be served by registered mail on the address of service of the Borrower and the Borrower hereby accepts this service as if such notice was served on the Borrower's last known location. The Borrower must choose an address for service in Canada.

REGISTRATION OF RESTRICTIVE COVENANTS S.118

The Lender may exercise in their sole discretion the option to register a s.118 Restrictive Covenant on title of the property and the Borrower shall execute any and all documents to give effect to said registration.

POSSESSION UPON DEFAULT

Upon default in payment of principal or interest under this Charge or in performance of any of the terms and conditions hereof, the Chargee may enter into and take possession of the charged property, free of all manner of former conveyances, mortgages, charges or encumbrances without the let, suit, hindrance, interruption or denial of the Chargor or any other person whatsoever.

RIGHT OF FIRST REFUSAL

In the event the Chargee issues a Notice of Sale upon default of this Charge, and upon the receipt of not less than 3 bona fide, reasonable, and legitimate offers, the Chargee, shall be entitled to the right of first refusal to purchase the property upon the same terms and conditions of the highest offer. Notwithstanding the foregoing, if less than 3 bona fide, reasonable, and legitimate offers are made within 30 days of the issuance of a Notice of Sale, the Chargee may exercise this right of first refusal, or in the event no offer is made within 30 days, may make a reasonable offer to purchase the property, upon expiry of the 30th day from the issuance of a Notice of Sale.

SEVERABILITY OF ANY INVALID PROVISIONS

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

INCONSISTENCY OF TERMS

The provisions herein shall be in addition to and not in substitution for those found in the Standard Charge Terms and the Commitment. In the event of an inconsistency between the terms of the Charge, the Commitment and the Standard Charge Terms, the Chargee may, in its sole discretion, determine which shall prevail.

LOAN COMMITMENT

We are pleased to provide a **SECOND** mortgage subject to the following terms and conditions, Schedule 'A', hereto and our normal underwriting procedures

Chargor(s) / Borrower(s): Interlude Inc. & Horses In The Back Inc.

Guarantor(s): Dylan Suitor

Property address: 430 Toke Street, Timmins, 54 Crowland Avenue, Welland, 39 Park Avenue, Brantford, 59 Riverside Drive, Welland, 355 Franklin Street, Sault Ste. Marie, 17 Baker Street, Sudbury, 108 Niagara Falls Road, Thorold, 20 Parkview Road, St. Catherines, 496 Whissell Avenue, Sudbury, 445 Bessie Avenue, Sudbury & 464 Eva Avenue, Sudbury.

Chargee/Lender: Lift Capital Incorporated, or as assigned

Loan Amount: \$1,200,000.00

Term: 6 months

Rate: 12% interest per annum

Payments: \$12,000.00 per month interest only

Repayment Terms: Fully open with no interest penalties

Commitment date: May 10, 2022

Closing Date: May 13, 2022

Interest Adjustment Date: June 1, 2022

First Payment Date: July 1, 2022

Maturity Date: December 1, 2022

Deposit: \$0.00- non-refundable, payable upon execution of this commitment (to be applied against closing costs)

Commitment Fee: 1.5% of the loan amount – You acknowledge that this fee will be deducted from the advance of the loan.

Administration Fee: A \$175.00 administration fee will be charged for reporting costs, to be deducted from the advance.

Wire Fee: A \$50.00 wire fee will be charged and deducted from the advance of the loan.

Interest Adjustment fee: Amount will be calculated from the closing date and will be deducted from the mortgage advance on closing.

Title: It is understood that the advance of funds is subject to our solicitor providing a satisfactory report on title. Title insurance at your expense, satisfactory to us, is required.

Ownership: Should there be any change in the beneficial ownership, or if any portion of the properties subject to the mortgage are sold or in any way disposed of by the current owner(s); the outstanding amount of the mortgage must be repaid in full.

Costs: You are responsible for the processing, legal, appraisal, survey and insurance fees associated with this loan. Borrower must pay all legal costs incurred by the lender related to the set-up and discharge of the loan.

Fire Insurance: Fire and extended insurance coverage in a form and for an amount acceptable to us is to be taken out with an insurance company or insurance companies approved by us for the full insurable value of the property, \$2,000,000 in liability, and assigned to us as Mortgagee/Chargee. Co-insurance is not acceptable.


Cancellation: This commitment may be withdrawn, at our option, if the funds are not fully advanced within 15 days from Commitment Date.

Conditions:

1. First mortgage on 430 Toke Street, Timmins to not exceed \$128,000.00.
2. First mortgage on 54 Crowland Avenue, Welland to not exceed \$265,000.00.
3. First mortgage on 39 Park Avenue, Brantford to not exceed \$314,400.00.
4. First mortgage on 59 Riverside Drive, Welland to not exceed \$370,000.00.
5. First mortgage on 355 Franklin Street, Sault Ste. Marie to not exceed \$140,000.00.
6. First mortgage on 17 Baker Street, Sudbury to not exceed \$161,730.00.
7. First mortgage on 108 Niagara Falls Road Thorold to not exceed \$325,000.00.
8. First mortgage on 20 Parkview Road, St. Catherines to not exceed \$245,000.00.
9. First mortgage on 496 Whissell Avenue, Sudbury to not exceed \$225,000.00.
10. First mortgage on 445 Bessie Avenue, Sudbury to not exceed \$68,000.00.
11. First mortgage on 464 Eva Avenue, Sudbury to not exceed \$150,000.00.
12. Notice of Assignment of Rents shall be registered on title, if required by the Lender.
13. There being no outstanding Writs of Execution registered against the Chargor(s) on closing.
14. If the property is a condominium property, you shall provide us with an up-to-date status certificate together with enclosures from the condominium corporation confirming satisfactory condominium insurance and common expenses are up-to-date, to our satisfaction.
15. You are recommended to obtain independent legal representation. The Guarantors must obtain independent legal advice. We reserve the right to require the Chargors to obtain independent legal advice or independent legal representation. Where a Chargor has a spouse and the spouse is not party to the transaction, the spousal consent of the spouse must be provided. If you choose to use our solicitors, all information received by our solicitors in connection with this transaction from either party cannot be treated as confidential insofar as the other party is concerned. In the event of a material conflict between you and us which cannot be resolved (i.e., default proceedings), you will be advised thereof, and it may be necessary for our solicitors to discontinue acting for you in this matter and any other matters. You hereby specifically acknowledge and irrevocably authorize our solicitors to continue to act for us and to act against you in any such conflict.
16. We will not accept documentation executed by power of attorney.
17. You agree and consent that we shall have the option of having our representatives attend at the property to conduct an inspection, including taking pictures of the property. All costs incurred with the said inspection shall be your sole responsibility and shall be paid by you at the time of discharge of the mortgage, cost not to exceed \$300.00. Further, if the lender is required to inspect the property because of delinquency of payment, there shall be a fee of \$300 levied. NOTE: This inspection is solely for our benefit and in the event that such inspection is not satisfactory, this Commitment shall be null and void.
18. The property taxes must be up-to-date and in good standing.
19. The mortgage shall be prepared in accordance with our standard mortgage documents with such usual terms as are contained therein.
20. You hereby consent and authorize us and our representatives to make inquiries regarding the payment of the prior charges, including ordering statements proving good standing of the prior mortgages, and you also consent and authorize us and our representatives to make inquiries regarding the payment of the property taxes, including ordering statements proving good standing of the property taxes. This shall be sufficient and irrevocable authorization on your behalf to the prior charges or municipality to release information to us on your accounts.
21. We reserve the right to syndicate, participate, assign or otherwise share the mortgage loan with one or more other co-lenders at any time without further notice or consent, including prior to funding.
22. You hereby consent and authorize us and our representatives to disclose and share any information received by us (including but not limited to the mortgage application, employment history, credit bureau) in order to provide you with the mortgage loan with our representatives and potential mortgage lenders in order for us to syndicate, assign or share the mortgage loan, including prior to funding.
23. The solicitor acting for you must obtain valid identification from you and verify your identity.
24. The mortgage shall contain a clause that provides us with an assignment of any and all rental income presently or in the future, for the property.

- 25. You shall provide our solicitors with the most recent statements for each of the above accounts and shall execute such directions or other documents as we may require to close these accounts, as necessary.
- 26. You hereby agree to provide us with your respective up-to-date e-mail addresses and hereby confirm that your current email addresses and phone numbers are as follows:
 E: _____
 T: _____
- 27. The parties hereto agree that the signature and or initials on this Mortgage Loan Commitment Letter or its acceptance, rejection or modification can be transmitted by email and that communication by such means will be legal and binding on all parties hereto.

Dated at Oakville this 10 day of May 2022.

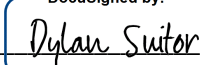

 Lender: Lift Capital Incorporated
 ASO: Avinash Rajkumar

Info@liftcap.ca | 416.902.2050
 2939 Portland Drive, Second Floor
 Oakville, Ontario L6H 5S4

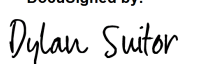
Note- Must be signed back within 5 business days from date of commitment or null and void.

I accept the above terms and conditions:

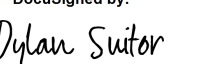
Dated at _____ this ____ day of May 2022.

DocuSigned by:

 Borrower: ~~Interphase Inc.~~
 ASO: Dylan Suitor

Witness:

DocuSigned by:

 Borrower: Horses In The Back Inc.
 ASO: Dylan Suitor

Witness:

DocuSigned by:

 Guarantor: Dylan Suitor

Witness:

PLEASE SEE PRE-AUTHORIZED DEBIT PLAN AGREEMENT TO BE COMPLETED ON LAST PAGE

AUTHORIZATION FORM AND CONSENT TO DISCLOSURE OF INFORMATION

The Lender: Lift Capital Incorporated

Registered owner's name: Interlude Inc. & Horses In The Back Inc.

Property Address: 430 Toke Street, Timmins, 54 Crowland Avenue, Welland, 39 Park Avenue, Brantford, 59 Riverside Drive, Welland, 355 Franklin Street, Sault Ste. Marie, 17 Baker Street, Sudbury, 108 Niagara Falls Road, Thorold, 20 Parkview Road, St. Catherines, 496 Whissell Avenue, Sudbury, 445 Bessie Avenue, Sudbury & 464 Eva Avenue, Sudbury.

TO: Insurance Broker(s), Insurer(s), Existing Mortgage Lender(s), Private and/or Public Utilities, City and/or Property Tax Department, Condo Corporation / Property Manager, Chattel and Lien Holder, Creditors/Writs, Lawyers, Credit Reporting Agencies, Electrical Safety Authority, Health and/or Fire Department, and/or the Ministry of Environment (collectively, the "Authority")

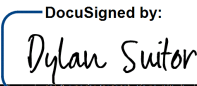
I the undersigned, being the borrower and purchaser of the above-noted property, hereby authorize you, the Authority, to release any information you may have in your files relating to (but not limited to) or allow for the following (prior to or after closing):

- Authorization for the Lender and/or their lawyer to Arrange/Change a Loss Payee on the insurance policy of the Registered Owners' property as part upcoming mortgage closing. As well, the arrangement of new insurance in the event of insurance default not cured by the registered owner (after the closing).
- The release of Mortgage Balances and Information Statements, Creditor Statements and/or Liens and/or Lodgement and/or Chattels and/or Writs and/or Discharge Statements from an existing mortgage company, and/or status certificates and/or outstanding Work Orders, Deficiencies, Violations, and/or Notices. Including but not limited to authority for the Lender and/or their designate to pull an Equifax or TransUnion credit report in the event of a mortgage default.

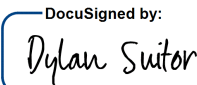
This document shall be your good and sufficient authority to conduct fire and health inspections if required and requested by the Lender and to release the aforementioned information to the Lender, the Lender's Lawyer, and/or its assigned investor.

The Parties hereto agree that the signatures and or initials on this Authorization Form and Consent to Information Disclosure can be transmitted by email and that communication by such means will be legal and binding on all parties hereto.

Accepted this the _____ day of May 2022.

DocuSigned by:

 35DC35288E3C4A4...
 Borrower: Interlude Inc.
 ASO: Dylan Suitor

Witness:

DocuSigned by:

 35DC35288E3C4A4...
 Borrower: Horses In The Back Inc.
 ASO: Dylan Suitor

Witness:

CONSENT, AUTHORIZATION, ACKNOWLEDGMENT, AND DIRECTION OF LODGMENT OF TITLE

The Lender: Lift Capital Incorporated

Registered owner's name: Interlude Inc. & Horses In The Back Inc.

Property Address: 430 Toke Street, Timmins, 54 Crowland Avenue, Welland, 39 Park Avenue, Brantford, 59 Riverside Drive, Welland, 355 Franklin Street, Sault Ste. Marie, 17 Baker Street, Sudbury, 108 Niagara Falls Road, Thorold, 20 Parkview Road, St. Catherines, 496 Whissell Avenue, Sudbury, 445 Bessie Avenue, Sudbury & 464 Eva Avenue, Sudbury.

TO: Diamond & Diamond Lawyers LLP

In consideration of the Lender agreeing to commit and prepare the Loan referred to herein and for such other consideration here and now agreed sufficient between the parties, the Borrower promises to pay the Lender Fee as stipulated in the Mortgage Commitment above to the Lender upon acceptance of this agreement regardless of closing. Should the Borrower fail to close for any reason, including but not limited to failure to satisfy the conditions for funding of the offer or failure to execute the security documents for any reason after accepting the terms and conditions outline herein, he/she shall be liable for the Lender Fee. The Borrower agrees that interest will accrue on the Lender Fee at the same rate as if the full mortgage/loan was advanced.

As security for the Lender Fee now payable regardless upon execution of this Loan Commitment, the Borrower hereby delivers to the Lender the title deeds to the Property until such time as the Lender Fee and interest thereon is paid in full. The Lender upon execution of this Loan Commitment hereby has security over the Property until the Lender Fee and interest thereon is paid in full. For clarity, the Borrower and Lender have the common intention to make the Property security for a debt and create an equitable mortgage.

Pursuant to s. 71 of the Land Titles Act, the Borrower authorizes the Lender to protect same by registering a Notice of Lodgement on the Property. The Lodgement can be deleted upon the consent of the Lender. To the extent permitted by law, you agree to waive any right to receive a copy of such registration and appoint us as your lawful attorney for the purpose of doing any such registrations.

The Borrower specifically authorizes and directs Diamond & Diamond Lawyers LLP to sign, deliver, and/or register electronically, on my/our behalf the Lodgement of Title document in the form required. The effect of this authorization and direction has been fully explained to me/us, I have been advised to obtain independent legal advice and had the opportunity to obtain independent legal advice but have chosen not to do so, and I/we understand that I/we are parties to and bound by the terms and provisions of this Agreement.

Accepted this the _____ day of May 2022.

DocuSigned by:
Dylan Suitor
35DC35288E3C4A4...
Borrower: Interlude Inc.
ASO: Dylan Suitor

Witness:

DocuSigned by:
Dylan Suitor
35DC35288E3C4A4...
Borrower: Horses In The Back Inc.
ASO: Dylan Suitor

Witness:

Schedule A

PRE-AUTHORIZED PAYMENT / POST-DATED CHEQUES

The Chargor agrees to provide the mortgage payments by "pre-authorized debit plan" to allow monthly payments to be withdrawn automatically. Alternatively, the Chargee may require the Chargor to provide one or more series of post-dated cheques for the payments that are payable under this Charge during the term of this Charge or such portion thereof as the Chargee may specify. The failure to provide the post-dated cheques shall constitute default under the Charge and the Chargee shall be entitled to all of its remedies there under.

DUE ON SALE

In the event that the Chargor sells, conveys, transfers, assigns, exercises a power of appointment or enters into any agreement of sale with respect to the charged property to a purchaser, transferee or assignee or in the event of a change of shareholders of the Chargor which results in a change of control of the Chargor or in the event of a change in the beneficial ownership of the charged property or if such a purchaser, transferee or assignee should fail to apply for and receive the Chargee's written approval, agree to assume all the obligations of the Chargor under this Charge and execute an assumption agreement in the form required by the Chargee, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon and 3 months of interest.

RENEWABILITY

This Charge loan is not automatically renewable at the end of any stipulated term and any renewal term must be negotiated and may bear a renewal fee. If the Charge is not renewed and the Chargor fails to repay the mortgage principal on the maturity date, a fee equivalent to the Lender fee as stipulated in the Mortgage Commitment shall become due and payable. The Chargor/Mortgagor agrees to pay this renewal fee and an administration fee of \$250.00 at the beginning of each month, for each month that the Charge/Mortgage loan is not repaid. These terms are not to be considered a renewal of the Charge and the Charge loan is considered due and payable.

LEASE

The Chargor covenants and agrees with the Chargee that the Chargor will obtain the prior written consent of the Chargee before executing any lease, offer or agreement to lease, or any tenancy agreement for the lease of the whole or any part of the charged property regardless of the length of term of any such lease, offer or agreement to lease or tenancy agreement. The Chargor further covenants and agrees with the Chargee that forthwith after any change or happening affecting any of the leases, offers or agreements to lease, or any tenancy agreements the Chargor will forthwith advise the Chargee accordingly in writing and will furnish the Chargee with full particulars thereof. If the charged property is leased in whole or in part by the Chargor without the prior written consent of the Chargee, or if the Chargor fails to inform the Chargee of any change or happening affecting any of the leases as set out above, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon.

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

As additional security, the Chargor hereby assigns to the Chargee, all leases and contracts already in existence and to be created in the future, together with all rents to become due under existing or future leases and, upon an event of default as hereinafter provided, confers upon the Chargee herein the exclusive power, to be used or not used in its sole discretion, to act as agent, or to appoint a third person to act as agent for the Chargor, with power to take possession of and collect all rents and profits arising from the charged property and to apply such rents and profits at the option of the Chargee to the payment of the indebtedness, interest, insurance, taxes, cost of maintenance and operation, repairs and other expenses similar to the foregoing in such order of priority as the Chargee may in its sole discretion determine.

CONSTRUCTION LIEN ACT

No portion of the proceeds of this Charge is to be used to finance any construction, alterations, renovations or improvements to the charged property within the meaning of the *Construction Lien Act* (Ontario) or to repay a

charge/mortgage which was taken out for this purpose, failing which at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest and unearned interest thereon until maturity. If any amount of money is claimed in priority over this Charge pursuant to the *Construction Lien Act* (Ontario) and if the Chargee is obliged to pay any amounts owing under the said Act, same may be added to the principal amount outstanding under this Charge.

FARM DEBT MEDIATION ACT

The Chargor represents and warrants that the Chargor is not a "farmer" as defined in the *Farm Debt Mediation Act* and the Chargor further covenants and agrees that during the currency of this Charge the Chargor will not engage in any activity which would have the effect of deeming the Chargor a "farmer" within the meaning of the *Farm Debt Mediation Act*. In the event that the Chargor fails to comply with this provision, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest and (3) months interest thereon.

INSULATION

The charged property is not and has never been insulated with urea formaldehyde foam insulation, and the Chargor will not permit such insulation to be used in the construction of any future improvement to the charged property. In the event that the Chargee determines that any portion of the charged property is, or has been, so insulated, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon.

BANKRUPTCY & INSOLVENCY ACT

The Chargor represents and warrants that the Chargor is not an "undischarged bankrupt" as defined in the *Bankruptcy and Insolvency Act*. In the event that the Chargor is an "undischarged bankrupt" then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest and three (3) months interest thereon.

WELL WATER ANALYSIS

In the event that the charged property is not on municipal water supply, the Chargee requires satisfactory bacteriological analysis of the well water by the Ministry of Health.

INSURANCE

The Chargor must insure and keep insured all buildings, structures, fixtures and improvements on the charged property for not less than full replacement value in Canadian dollars. The Chargor must keep this insurance coverage in place at all times until the indebtedness has been fully paid and the Charge discharged. The insurance must include coverage for loss or damage caused by fire with extended perils coverage. At any time, the Chargee may require that the Chargor also obtain coverage for additional perils, risks or events. If a steam boiler, pressure vessel, oil or gas burner, coal blower, stoker or sprinkler system or any other comparable equipment is operated on the charged property, then the Chargor must also have insurance coverage for loss or damage caused to the equipment, or by the equipment, or by the explosion of the equipment. All insurance policies must be carried with a company that is satisfactory to the Chargee, contain mortgage clauses approved by the Insurance Bureau of Canada, or by the Chargee, confirming that any loss proceeds will be paid first to the Chargee, and give the Chargee the first right to receive and to have a lien on the insurance proceeds. If the Chargee asks the Chargor to, the Chargor must provide the Chargee with certified copies of all insurance policies. At least fifteen (15) days before any insurance policy expires, the Chargor must provide the Chargee with evidence that the Chargor has renewed the policy and paid all premiums. If the Chargor does not arrange for insurance or if the Chargor does not pay the premium for any insurance policy, the Chargee may arrange for insurance and pay the premium. However, the Chargee is not obligated to do so. If the Chargee pays any insurance premium or other amount of money for insurance on behalf of the Chargor, the Chargor must repay the Chargee immediately. If any loss or damage occurs, the Chargor must immediately do everything necessary to enable the Chargee to obtain the insurance money payable to the Chargee under the Charge. The Chargor must pay all expenses related to this. The Chargor agrees that if the Chargee produce the Charge, that will be sufficient authority for the insurance company to pay the Chargee any insurance money that is payable because of a loss. The Chargor hereby authorizes and directs the insurance company to do so without the

Chargor's further signature or consent. The Chargee shall have the right to decide how to use the insurance money. For example, the Chargee may use part or all of the insurance money to repair or rebuild the charged property, reduce any part of the loan amount, whether it is due or not, including paying any prepayment charges that are payable, or pay the Chargor. Failure by the Chargor to maintain insurance coverage as set out herein shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law.

MUNICIPAL TAXES

The Chargor shall pay all municipal, school, and local improvement taxes on the charged property. Taxes must be paid when they are due and the Chargor shall provide the Chargee with a copy of the receipted tax bill within thirty (30) days after the due date of the final instalment. If the Chargor does not provide the Chargee with a receipted tax bill, the Chargor shall pay the administrative fee set out herein and reimburse the Chargee for any costs incurred by the Chargee to obtain a tax search and for making up for any deficiencies.

FEES AND COSTS

The Chargor covenants and agrees with the Chargee as follows:

1. To pay to the Chargee its administration and/or servicing fees for the following matters in the amounts set forth:
 - a) An administrative fee of \$1,500.00 if the charged property falls into arrears and requires the Chargee to bring it current.
 - b) An administrative fee of \$300.00 for each failure by the Chargor to notify the Chargee of lien registration by the Condominium Corporation for common expense arrears.
 - c) An administrative fee of \$300.00 for each failure by the Chargor to provide proof of payment of realty taxes;
 - d) An administrative fee of \$500.00 for each default under any prior mortgage, charge or encumbrance;
 - e) An administrative fee of \$500.00 for each correspondence/payment made by the Chargee in order to protect its security, including without limitation payment for the maintenance of fire insurance, utility continuance, condominium common expenses, realty taxes, prior mortgages, etc. The Chargor agrees that any such payment by the Chargee shall bear interest at eighteen percent (18%) per annum, calculated and compounded monthly.
 - f) An administrative fee of \$500.00 for each visit to a property.
 - g) An administrative fee of \$200.00 per day for administering the maintenance and security of any property in the possession of Chargee.
 - h) An administrative fee of \$300.00 for each failure to provide post-dated cheques.
 - i) Missed payment fee of \$300.00 shall be payable for each missed or late instalment and for processing each NSF cheque or other returned payment. If any cheque is returned NSF, any replacement cheque must be certified. If such replacement cheque is not certified, the Chargee shall be entitled to have it certified, and to add all the costs of certification (including courier charges to and from the Chargor's bank) to the amount owing on the Charge.
 - j) An administrative fee of \$5,000.00 for each demand, action or proceeding instituted by the Chargee to enforce its rights and remedies pursuant to the Charge.
 - k) An administrative fee of \$500.00 for attending to take possession of a property following default.
 - l) An administrative fee of \$300.00 for each failure by the Chargor to provide proof of insurance coverage on an annual basis;
 - m) An administrative fee of \$1,500.00 for dealing with each cancellation, premium payment or other non-compliance with insurance requirements. Monthly fee of \$500.00 will apply for each month in which the Chargee implements its own insurance policy on a property.
 - n) An administrative fee of \$300.00 for preparation of each mortgage and/or payout statement requested with at least 72 hours advance written notice. Where less than 72 hours advance written notice is given, a nominal fee of \$600.00 will be charged to the Chargor.
 - o) A discharge fee of \$350.00 for each property. Legal and registration fee to be added to the discharge fee.
 - p) A late discharge fee of \$1,500.00 is applicable to mortgages past 5 days at maturity.
 - q) A late renewal fee of \$1,500.00 is applicable to mortgages past 5 days at maturity.
 - r) If offered a renewal at maturity, there will be a renewal fee of 2.5% of the outstanding balance, whichever is higher.

- s) An administrative fee of \$100.00 for each PPSA registration, including without limitation, registration of renewal, discharge, name change, etc.
- t) Payment Change Fee of \$50.00 for each payment change.
- u) If a lender(s) chooses to use SDRSP's as the financial vehicle to fund this mortgage a \$498.75 Administration Charge will be levied by the lending institution at the borrowers expense.

The Chargor acknowledges and agrees that the above fees are a genuine pre-estimate of the value of the services performed for same and is a reasonable estimate of fees to be incurred and is not a penalty or additional interest on the loan secured by the Charge. The Chargee reserves the right to charge other reasonable fees for other administrative services. The Chargor acknowledges and agrees that all amounts herein shall be deemed to be a genuine pre-estimate of the value of the services performed for same and is not a penalty or additional interest on the loan secured by the Charge. The Chargor acknowledges having received and had explained to it all of the possible fees and charges as set forth in the Charge which would be in addition to principal and interest due hereunder. The Chargor acknowledges and agrees that the fees and charges are reasonable and reflect a reasonable pre-estimate of the Chargee's actual costs with respect to each of such charges and fees. Any service or administration fee owing by the Chargor to the Chargee which is not paid forthwith after having been incurred shall be added to the principal and shall bear interest at the rate herein set forth. In the event of a further occurrence as set out herein, the applicable fee shall increase by a further sum of \$50.00 and this shall be on a cumulative basis.

- 2. If the Chargor is required by the Chargee to prepay the entire amount of principal owed to the Chargee (the "Outstanding Principal") because of any default by the Chargor under the terms hereof or if the Chargor fails to pay the Outstanding Principal upon the maturity of this Charge, the Chargor must also pay, in addition to all other amounts due as set out herein, 3 months' interest on the Outstanding Principal. Without limiting the generality of the foregoing, the Chargor acknowledges and agrees that if the Chargee issues either a Notice of Sale or a Statement of Claim, then the Chargee shall be entitled to charge an additional fee equivalent to 3 month's interest on the Outstanding Principal.
- 3. The Chargor agrees to pay all legal and other expenses incurred by the Chargee in connection with the preparation and registration of any security interests pursuant to the *Personal Property Security Act*, any renewals, discharges or other changes thereof forthwith upon demand and such fees and expenses, together with interest thereon at the interest rate charges hereunder, shall be added to the principal sum secured by the within charge if not paid by the Chargor.
- 4. The Chargor shall pay to the Chargee on demand all legal fees payable on a solicitor-client basis, costs and out-of-pocket expenses incurred by any of the Chargee, its agents, officers and employees with respect to:
 - a) the preparation of this Charge, any renewals thereof and related security documents (the "Security Documents") and any other documents, agreements and instruments required pursuant hereto or thereto and any costs associated with realization under this Charge or the Security Documents;
 - b) the Chargee obtaining advice as to its rights and responsibilities under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto or in the event of exercise of any or all of its remedies hereunder or thereunder;
 - c) the exercising of any or all of the rights, remedies and powers of the Chargee under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto, or in defending or taking any measures to defend any action, claim, cause of action or in proceedings directly or indirectly relating to the provisions of any such instrument or document;
 - d) any or all of the taking of, recovering of possession of any assets or property of the Chargor, or any proceedings taken for the purpose of enforcing any rights or remedies provided in this Charge or in any instrument or document comprising the Security Documents or relating thereto, or any proceedings otherwise taken in relation to any assets or property of the Chargor or subject to the security given by the Chargor to the Chargee, or any proceedings taken by reason of any non-payment or non-performance of the obligations of the Chargor hereunder; and
 - e) any appraisals, environmental reports, engineering reports, cost consultants' reports, or any other reports obtained at any time by the Chargee relating to the charged property.

In the event the Chargor fails to pay any such legal fees, costs and expenses to the Chargee forthwith upon demand by the Chargee, then the amount of such unpaid legal fees, costs and expenses shall be added to the Charge indebtedness secured hereunder and shall bear interest at the rate herein set forth.

5. The Chargor and Guarantor agree that should the Chargee herein be a trustee for beneficiaries, the Chargor and Guarantor shall have no claims against the beneficial owners of the Charge.

PAYMENTS

The Chargor must pay the amount of each instalment on every instalment date, beginning on the first instalment date and ending on the last instalment date, all as shown in the Charge. The Chargee shall apply each instalment as follows: First, to pay or reduce any compound interest on this Charge up to the instalment date. Second, to pay other interest on this Charge up to that date. Third, to reduce the principal of this Charge. If the Charge goes into default, the Chargee does not have to apply an instalment as shown above. If the Chargee does not advance the full amount approved for this Charge, the Chargor must still pay the full amount of each instalment, unless Chargee agrees otherwise.

The Chargor must repay the balance of this Charge and the interest thereon in full on the balance due date, unless this Charge is renewed for another term. The Chargor shall have the right to apply any payment by the Chargor to the interest and principal of any other indebtedness of the Chargor to the Chargee in priority to the principal amount secured by this Charge.

Any discharge of this Charge shall be prepared by the Chargee at the Chargor's expense within a reasonable time after repayment of the principal sum secured herein together with accrued interest thereon and all applicable fees, costs and expenses. Any payments made after 1:00 p.m. shall be deemed, for the purpose of calculation of interest, to have been made and received on the next bank business day.

Any breach of this loan commitment by the Borrower(s) shall be considered a default of the loan commitment. Where there is default by the Borrower(s) on this loan commitment at any time during the term of the loan, or non-payment of the principal on the balance due date or maturity date of the term secured by this loan commitment and the associated charge, Section 17 of the Mortgages Act (RSO 1990), as amended, or any applicable successor legislation shall apply. Where Section 17 of the Mortgages Act (RSO 1990), as amended, or any applicable successor legislation is not applicable to payments on default of this loan commitment, including but not limited to failure of the Borrower(s) to pay the principal balance of the loan and any arrears and other fees or charges and accrued interest, on the balance due date or maturity due date, the Borrower(s) shall, in addition to the outstanding principal amount of the loan and any arrears and other fees or charges and accrued interest, be required pay a further default administration fee equal to three (3) months interest based on the then applicable interest rate as setout herein calculated on the then outstanding owing on the loan, which shall include the outstanding principal plus any arrears and other fees or charges and accrued interest.

The Borrower(s) expressly agree that, unless otherwise expressly required by law, the applicable interest will increase automatically to twenty percent (20.00%) per annum from the first day after maturity date of this loan or upon any default of this loan commitment, unless the principal amount of the loan and any arrears and other penalties or charges and accrued interest is paid in full or unless otherwise agreed to in writing by the lender prior to the maturity date.

The Borrower(s) further agree that the Borrower(s) are solely responsible for any and all costs, including but not limited to legal fees and other litigation expenses, incurred by the Lender in enforcing this loan commitment and/or recovering the principal and any other amounts owing under this loan, including but not limited to initiating power of sale proceedings. Unless otherwise required by law, the Borrower(s) agree that such costs shall be incorporated as part of the principal owing on the loan and the then applicable interest rate as setout herein shall be payable on such balance owing. The Borrower(s) further agree that a management fee equal to ten percent (10%) of the then outstanding balancing owing on the loan for administering and managing enforcement efforts on the loan may be collected by the Lender in its sole and absolute discretion and that such management fee is fair and reasonable and shall be payable by the Borrower(s) prior to any requirement for the Lender to discharge the mortgage.

PRIOR & SUBSEQUENT ENCUMBRANCES

In the event that the Chargor is in default under any prior or subsequent mortgage, charge or encumbrance, such default shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to

declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law.

FURTHER ENCUMBRANCES

The Chargor shall not grant or permit any further mortgages, charges or encumbrances of any nature to be registered against the lands without the prior written consent of the Chargee. In the event of a breach of this covenant, the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law. In the event that the Chargee has consented to the registration of further mortgages, charges or encumbrances against the lands and the Chargor defaults under any such mortgages, charges or encumbrances, such default shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law.

PAYMENT OF OTHER CHARGES AND PERFORMANCE OF OTHER OBLIGATIONS BY THE CHARGE

The Chargor covenants and agrees with the Chargee to pay all property taxes, public utility rates, charges, and insurance premiums as and when they become due, to keep all encumbrances and agreements in good standing, comply with all zoning by-laws, standards and work orders and not to permit the existence of any work orders, deficiency notices, letters of compliance or the registration of any liens of any nature or kind; the failure of the Chargor to comply with this covenant shall constitute an event of default hereunder and entitle the Chargee at its sole option to avail itself of remedies available hereunder and at law including the right to accelerate the principal sum secured hereunder together with all accrued interest thereon plus costs. In addition, at the Chargee's sole option, the Chargor hereby agrees that the Chargee may satisfy any charge, lien, any matter raised in this paragraph or other encumbrance now or hereafter existing or to arise or be claimed upon the charged property and the amount so paid together with all costs associated therewith shall be added to the principal sum hereby secured and bear interest at the rate of interest set forth herein and shall be payable forthwith by the Chargor to the Chargee and in default of payment, the entire principal sum, accrued interest and costs, shall become payable at the option of the Chargee and the remedies hereby given and available at law may be exercised forthwith without notice. In the event of the Chargee satisfying any such charge or claim, it shall be entitled to all equities and securities of the person or persons so satisfied and it may retain any discharge, cessation of charge or assignment of charge unregistered until paid.

CROSS DEFAULT

The Chargor acknowledges that this Charge has been given pursuant to the provisions of the mortgage commitment issued by the Chargee in favour of the Chargor (the "Commitment"). The Chargor agrees that any and all default under the terms and conditions of the Charge, the Commitment or pursuant to any other charge or security document between the Chargor and the Chargee, including any document pursuant to which the Chargor is a guarantor, shall constitute concurrent default under this Charge and any and all default under this Charge shall constitute concurrent default under all such security documents and shall entitle the Chargee to pursue its remedies under any or all of the aforesaid security documents and the unpaid principal balance of all liabilities and amounts owing pursuant to the Commitment together with interest as aforesaid shall, at the option of and upon demand by the Chargee, become immediately due and repayable.

REVENUE CANADA LIENS

Should a Revenue Canada Tax Lien be placed upon this property then it will be deemed in default and repayable with immediate effect, at the lender's discretion. All applicable default fees shall apply.

NON-MERGER

Notwithstanding the registration of the Charge and the advance of funds pursuant hereto, the terms and conditions of the Commitment shall remain binding and effective on the parties hereto and shall not merge in this Charge nor in any document executed and delivered to the Chargee in connection with the transaction contemplated by the Commitment, and the terms of the Commitment are incorporated herein by reference.

NOTICE OF POWER OF SALE

In the event a Power of Sale is commenced, the Notice of Power of Sale may be served by registered mail on the address of service of the Borrower and the Borrower hereby accepts this service as if such notice was served on the Borrower's last known location. The Borrower must choose an address for service in Canada.

REGISTRATION OF RESTRICTIVE COVENANTS S.118

The Lender may exercise in their sole discretion the option to register a s.118 Restrictive Covenant on title of the property and the Borrower shall execute any and all documents to give effect to said registration.

POSSESSION UPON DEFAULT

Upon default in payment of principal or interest under this Charge or in performance of any of the terms and conditions hereof, the Chargee may enter into and take possession of the charged property, free of all manner of former conveyances, mortgages, charges or encumbrances without the let, suit, hindrance, interruption or denial of the Chargor or any other person whatsoever.

RIGHT OF FIRST REFUSAL

In the event the Chargee issues a Notice of Sale upon default of this Charge, and upon the receipt of not less than 3 bona fide, reasonable, and legitimate offers, the Chargee, shall be entitled to the right of first refusal to purchase the property upon the same terms and conditions of the highest offer. Notwithstanding the foregoing, if less than 3 bona fide, reasonable, and legitimate offers are made within 30 days of the issuance of a Notice of Sale, the Chargee may exercise this right of first refusal, or in the event no offer is made within 30 days, may make a reasonable offer to purchase the property, upon expiry of the 30th day from the issuance of a Notice of Sale.

SEVERABILITY OF ANY INVALID PROVISIONS

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

INCONSISTENCY OF TERMS

The provisions herein shall be in addition to and not in substitution for those found in the Standard Charge Terms and the Commitment. In the event of an inconsistency between the terms of the Charge, the Commitment and the Standard Charge Terms, the Chargee may, in its sole discretion, determine which shall prevail.

LIFT CAPITAL

PRE-AUTHORIZED DEBIT PLAN AGREEMENT

Your authorization as Payor to Lift Capital Incorporated (the "Payee") to debit an account.

PAYOR INFORMATION (PLEASE TYPE OR PRINT CLEARLY):

Payor Name(s): _____

Address: _____ Tel: _____

Payor Signature: _____ Payor Signature: _____

Date: _____ Date: _____

PRE-AUTHORIZED DEBIT DETAILS:

I/We hereby authorize

(Financial Institution) (Branch Address)

to debit my/our account

(5 digit transit #) (institution #) (account #)

for payments to **Lift Capital Incorporated**

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca.

DocuSigned by:
Dylan Suitor

35DC35288E3C4A4...
Name of Account Holder

Name of Joint Account Holder

DocuSigned by:
Dylan Suitor

35DC35288E3C4A4...
Signature of Account Holder

Signature of Joint Account Holder

Date:

Date:

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

YOU MUST ATTACH A VOID CHEQUE HERE



Loan Commitment

We are pleased to provide a Second mortgage subject to the following terms and conditions, Schedule 'A', hereto and our normal underwriting procedures.

Chargor(s) / Borrower(s): Interlude Inc, Up-Town Funk Inc., Happy Town Housing Inc.

Guarantor(s): Dylan Suitor

Property address: 118 Rykert Street St. Catherines ON L2S 2B2, 12 Thornton Street, St. Catherines, Ontario, 156 Cameron Street North, Timmins, ON

Chargee/Lender: Lift Capital Incorporated

Loan Amount: \$575,000.00

Term: 6 months

Rate: 13.25% interest only per annum

Payments: \$6,348.96 interest only paid monthly

Repayment Terms: The loan shall be open to prepayment for the term with 30 days' written notice, without bonus or penalty.

Commitment date: November 23, 2022

Closing Date: November 25, 2022

Interest Adjustment Date: November 25, 2022

First Payment Date: January 1, 2023

Maturity Date: June 1, 2023

Deposit: \$0.00 non-refundable, payable upon execution of this commitment (to be applied against closing costs)

Prepayment: The loan shall be open to prepayment for the term with 30 days' written notice, without bonus or penalty.

Lender Fee: \$5,750.00 of the loan amount – You acknowledge that this fee will be deducted from the mortgage advance on closing.

Broker Fee: \$0.00 of the loan amount – You acknowledge that this fee will be deducted from the mortgage advance on closing.

Administration Fee: A \$175.00 administration fee will be charged for reporting costs, to be deducted from the advance.

Wire Fee: A \$150.00 wire fee will be charged and deducted from the advance of the loan.

Interest Adjustment fee: Amount will be calculated accordingly and will be deducted from the mortgage advance on closing.

Title: It is understood that the advance of funds is subject to our solicitor providing a satisfactory report on title. Title insurance at your expense, satisfactory to us, is required.

Ownership: Should there be any change in the beneficial ownership, or if any portion of the properties subject to the mortgage are sold or in any way disposed of by the current owner(s); the outstanding amount of the mortgage must be repaid in full.

Costs: You are responsible for the processing, legal, appraisal, survey and insurance fees associated with this loan. Borrower must pay all legal costs incurred by the lender related to the set-up and discharge of the loan.

Fire Insurance: Fire and extended insurance coverage in a form and for an amount acceptable to us is to be taken out with an insurance company or insurance companies approved by us for the full insurable value of the property, \$2,000,000 in liability, and assigned to us as Mortgagee/Chargee. Co-insurance is not acceptable.

Cancellation: This commitment may be withdrawn, at our option, if the funds are not fully advanced within 45 days from Commitment Date.

Lender's Solicitors: Diamond and Diamond Lawyers LLP, 255 Consumers Road, 5th Floor, Tel: (416) 256 1600 x 888 | Fax: 1-855-353-5182 has been appointed to act on our behalf in this transaction.

Additional Provisions: Refer to Schedule A attached.

Conditions:

1. The amounts outstanding on the following debts do not exceed:
 - a. 1st mortgage secured against 118 Rykert Street St. Catherines ON L2S 2B2 with Windrose not to exceed \$75,000.00 and must be in good standing.
 - b. 1st mortgage secured against 12 Thornton Street, St. Catherines, Ontario with Windrose not to exceed \$133,000.00 and must be in good standing.
 - c. 1st mortgage secured against 156 Cameron Street North, Timmins, ON with Windrose not to exceed \$152,000.00 and must be in good standing.
2. Interest shall increase to 20% per annum in the 13th month of the term.
3. Notice of Assignment of Rents shall be registered on title, if required by the Lender.
4. There being no outstanding Writs of Execution registered against the Chargor(s) on closing.
5. If the property is a condominium property, you shall provide us with an up-to-date status certificate together with enclosures from the condominium corporation confirming satisfactory condominium insurance and common expenses are up-to-date, to our satisfaction.
6. You are recommended to obtain independent legal representation. The Guarantors must obtain independent legal

advice. We reserve the right to require the Chargors to obtain independent legal advice or independent legal representation. Where a Chargor has a spouse and the spouse is not party to the transaction, the spousal consent of the spouse must be provided. If you choose to use our solicitors, all information received by our solicitors in connection with this transaction from either party cannot be treated as confidential insofar as the other party is concerned. In the event of a material conflict between you and us which cannot be resolved (i.e., default proceedings), you will be advised thereof, and it may be necessary for our solicitors to discontinue acting for you in this matter and any other matters. You hereby specifically acknowledge and irrevocably authorize our solicitors to continue to act for us and to act against you in any such conflict.


7. We will not accept documentation executed by power of attorney.
 8. You agree and consent that we shall have the option of having our representatives attend at the property to conduct an inspection, including taking pictures of the property. All costs incurred with the said inspection shall be your sole responsibility and shall be paid by you at the time of discharge of the mortgage, cost not to exceed \$300.00. Further, if the lender is required to inspect the property because of delinquency of payment, there shall be a fee of \$300 levied. NOTE: This inspection is solely for our benefit and in the event that such inspection is not satisfactory, this Commitment shall be null and void.
 9. The property taxes must be up-to-date and in good standing.
 10. The mortgage shall be prepared in accordance with our standard mortgage documents with such usual terms as are contained therein.
 11. You hereby consent and authorize us and our representatives to make inquiries regarding the payment of the prior charges, including ordering statements proving good standing of the prior mortgages, and you also consent and authorize us and our representatives to make inquiries regarding the payment of the property taxes, including ordering statements proving good standing of the property taxes. This shall be sufficient and irrevocable authorization on your behalf to the prior charges or municipality to release information to us on your accounts.
 12. We reserve the right to syndicate, participate, assign or otherwise share the mortgage loan with one or more other lenders at any time without further notice or consent, including prior to funding.
 13. You hereby consent and authorize us and our representatives to disclose and share any information received by us (including but not limited to the mortgage application, employment history, credit bureau) in order to provide you with the mortgage loan with our representatives and potential mortgage lenders in order for us to syndicate, assign or share the mortgage loan, including prior to funding.
 14. The solicitor acting for you must obtain valid identification from you and verify your identity.
 15. The mortgage shall contain a clause that provides us with an assignment of any and all rental income presently or in the future, for the property.
 16. You shall provide our solicitors with the most recent statements for each of the above accounts and shall execute such directions or other documents as we may require to close these accounts, as necessary.
 17. You hereby agree to provide us with your respective up-to-date e-mail addresses and hereby confirm that your current email addresses and phone numbers are as follows:
E: nil@noemail.com
T:
 18. The parties hereto agree that the signature and or initials on this Mortgage Loan Commitment Letter or its acceptance, rejection or modification can be transmitted by email and that communication by such means will be legal and binding on all parties hereto.
-

Date:

Lender: Lift Capital Incorporated

Note- Must be signed back within 5 business days from date of commitment or null and void.


I accept the above terms and conditions:

DocuSigned by:

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Interlude Inc

11/23/2022


Date

DocuSigned by:

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11/23/2022

Up-Town Funk Inc.


Date

DocuSigned by:

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11/23/2022

Happy Town Housing Inc.

Date

DocuSigned by:

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11/23/2022

Dylan Suitor (Guarantor)

Date

AUTHORIZATION FORM AND CONSENT TO DISCLOSURE OF INFORMATION

The Lender: Lift Capital Incorporated

Registered owner's name: Interlude Inc, Up-Town Funk Inc., Happy Town Housing Inc.

Property Address: 118 Rykert Street St. Catherines ON L2S 2B2

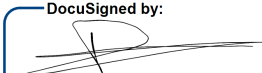
TO: Insurance Broker(s), Insurer(s), Existing Mortgage Lender(s), Private and/or Public Utilities, City and/or Property Tax Department, Condo Corporation / Property Manager, Chattel and Lien Holder, Creditors/Writs, Lawyers, Credit Reporting Agencies, Electrical Safety Authority, Health and/or Fire Department, and/or the Ministry of Environment (collectively, the "Authority")

I the undersigned, being the borrower and purchaser of the above-noted property, hereby authorize you, the Authority, to release any information you may have in your files relating to (but not limited to) or allow for the following (prior to or after closing):

- Authorization for the Lender and/or their lawyer to Arrange/Change a Loss Payee on the insurance policy of the Registered Owners' property as part upcoming mortgage closing. As well, the arrangement of new insurance in the event of insurance default not cured by the registered owner (after the closing).
- The release of Mortgage Balances and Information Statements, Creditor Statements and/or Liens and/or Lodgement and/or Chattels and/or Writs and/or Discharge Statements from an existing mortgage company, and/or status certificates and/or outstanding Work Orders, Deficiencies, Violations, and/or Notices. Including but not limited to authority for the Lender and/or their designate to pull an Equifax or TransUnion credit report in the event of a mortgage default.

This document shall be your good and sufficient authority to conduct fire and health inspections if required and requested by the Lender and to release the aforementioned information to the Lender, the Lender's Lawyer, and/or its assigned investor.

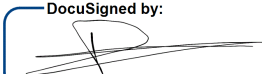
The Parties hereto agree that the signatures and or initials on this Authorization Form and Consent to Information Disclosure can be transmitted by email and that communication by such means will be legal and binding on all parties hereto.

DocuSigned by:

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11/23/2022

Interlude Inc

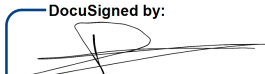
Date

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11/23/2022

Up-Town Funk Inc.

Date

DocuSigned by:

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11/23/2022

Happy Town Housing Inc.

Date

DocuSigned by:

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Dylan Suitor (Guarantor)

11/23/2022

Date

CONSENT, AUTHORIZATION, ACKNOWLEDGMENT, AND DIRECTION OF LODGMENT OF TITLE

The Lender: Lift Capital Incorporated

Registered owner's name: Interlude Inc, Up-Town Funk Inc., Happy Town Housing Inc.

Property Address: 118 Rykert Street St. Catherines ON L2S 2B2

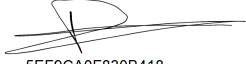
TO: Diamond and Diamond Lawyers LLP

In consideration of the Lender agreeing to commit and prepare the Loan referred to herein and for such other consideration here and now agreed sufficient between the parties, the Borrower promises to pay the Lender Fee as stipulated in the Mortgage Commitment above to the Lender upon acceptance of this agreement regardless of closing. Should the Borrower fail to close for any reason, including but not limited to failure to satisfy the conditions for funding of the offer or failure to execute the security documents for any reason after accepting the terms and conditions outline herein, he/she shall be liable for the Lender Fee. The Borrower agrees that interest will accrue on the Lender Fee at the same rate as if the full mortgage/loan was advanced.

As security for the Lender Fee now payable regardless upon execution of this Loan Commitment, the Borrower hereby delivers to the Lender the title deeds to the Property until such time as the Lender Fee and interest thereon is paid in full. The Lender upon execution of this Loan Commitment hereby has security over the Property until the Lender Fee and interest thereon is paid in full. For clarity, the Borrower and Lender have the common intention to make the Property security for a debt and create an equitable mortgage.

Pursuant to s. 71 of the Land Titles Act, the Borrower authorizes the Lender to protect same by registering a Notice of Lodgement on the Property. The Lodgement can be deleted upon the consent of the Lender. To the extent permitted by law, you agree to waive any right to receive a copy of such registration and appoint us as your lawful attorney for the purpose of doing any such registrations.

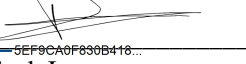
The Borrower specifically authorizes and directs Diamond & Diamond Lawyers LLP to sign, deliver, and/or register electronically, on my/our behalf the Lodgement of Title document in the form required. The effect of this authorization and direction has been fully explained to me/us, I have been advised to obtain independent legal advice and had the opportunity to obtain independent legal advice but have chosen not to do so, and I/we understand that I/we are parties to and bound by the terms and provisions of this Agreement.

DocuSigned by:

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11/23/2022

Interlude Inc

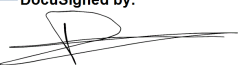
Date

DocuSigned by:

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11/23/2022

Up-Town Funk Inc.

Date

DocuSigned by:

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11/23/2022

Happy Town Housing Inc.

Date

DocuSigned by:

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11/23/2022

Dylan Suitor (Guarantor)

Date

Schedule A

PRE-AUTHORIZED PAYMENT / POST-DATED CHEQUES

The Chargor agrees to provide the mortgage payments by "pre-authorized debit plan" to allow monthly payments to be withdrawn automatically. Alternatively, the Chargee may require the Chargor to provide one or more series of post-dated cheques for the payments that are payable under this Charge during the term of this Charge or such portion thereof as the Chargee may specify. The failure to provide the post-dated cheques shall constitute default under the Charge and the Chargee shall be entitled to all of its remedies there under.

DUE ON SALE

In the event that the Chargor sells, conveys, transfers, assigns, exercises a power of appointment or enters into any agreement of sale with respect to the charged property to a purchaser, transferee or assignee or in the event of a change of shareholders of the Chargor which results in a change of control of the Chargor or in the event of a change in the beneficial ownership of the charged property or if such a purchaser, transferee or assignee should fail to apply for and receive the Chargee's written approval, agree to assume all the obligations of the Chargor under this Charge and execute an assumption agreement in the form required by the Chargee, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon and 3 months of interest.

RENEWABILITY

This Charge loan is not automatically renewable at the end of any stipulated term and any renewal term must be negotiated and may bear a renewal fee. If the Charge is not renewed and the Chargor fails to repay the mortgage principal on the maturity date, a fee equivalent to the Lender fee as stipulated in the Mortgage Commitment shall become due and payable. The Chargor/Mortgagor agrees to pay this renewal fee and an administration fee of \$250.00 at the beginning of each month, for each month that the Charge/Mortgage loan is not repaid. These terms are not to be considered a renewal of the Charge and the Charge loan is considered due and payable.

LEASE

The Chargor covenants and agrees with the Chargee that the Chargor will obtain the prior written consent of the Chargee before executing any lease, offer or agreement to lease, or any tenancy agreement for the lease of the whole or any part of the charged property regardless of the length of term of any such lease, offer or agreement to lease or tenancy agreement. The Chargor further covenants and agrees with the Chargee that forthwith after any change or happening affecting any of the leases, offers or agreements to lease, or any tenancy agreements the Chargor will forthwith advise the Chargee accordingly in writing and will furnish the Chargee with full particulars thereof. If the charged property is leased in whole or in part by the Chargor without the prior written consent of the Chargee, or if the Chargor fails to inform the Chargee of any change or happening affecting any of the leases as set out above, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon.

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

As additional security, the Chargor hereby assigns to the Chargee, all leases and contracts already in existence and to be created in the future, together with all rents to become due under existing or future leases and, upon an event of default as hereinafter provided, confers upon the Chargee herein the exclusive power, to be used or not used in its sole discretion, to act as agent, or to appoint a third person to act as agent for the Chargor, with power to take possession of and collect all rents and profits arising from the charged property and to apply such rents and profits at the option of the Chargee to the payment of the indebtedness, interest, insurance, taxes, cost of maintenance and operation, repairs and other expenses similar to the foregoing in such order of priority as the Chargee may in its sole discretion determine.

CONSTRUCTION LIEN ACT

No portion of the proceeds of this Charge is to be used to finance any construction, alterations, renovations or improvements to the charged property within the meaning of the Construction Lien Act (Ontario) or to repay a charge/mortgage which was taken out for this purpose, failing which at the option of the Chargee all amounts hereby secured shall forthwith become due and

payable together with accrued interest and unearned interest thereon until maturity. If any amount of money is claimed in priority over this Charge pursuant to the Construction Lien Act (Ontario) and if the Chargee is obliged to pay any amounts owing under the said Act, same may be added to the principal amount outstanding under this Charge.

FARM DEBT MEDIATION ACT

The Chargor represents and warrants that the Chargor is not a "farmer" as defined in the Farm Debt Mediation Act and the Chargor further covenants and agrees that during the currency of this Charge the Chargor will not engage in any activity which would have the effect of deeming the Chargor a "farmer" within the meaning of the Farm Debt Mediation Act. In the event that the Chargor fails to comply with this provision, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest and (3) months interest thereon.

INSULATION

The charged property is not and has never been insulated with urea formaldehyde foam insulation, and the Chargor will not permit such insulation to be used in the construction of any future improvement to the charged property. In the event that the Chargee determines that any portion of the charged property is, or has been, so insulated, then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest thereon.

BANKRUPTCY & INSOLVENCY ACT

The Chargor represents and warrants that the Chargor is not an "undischarged bankrupt" as defined in the Bankruptcy and Insolvency Act. In the event that the Chargor is an "undischarged bankrupt" then at the option of the Chargee all amounts hereby secured shall forthwith become due and payable together with accrued interest and three (3) months interest thereon.

WELL WATER ANALYSIS

In the event that the charged property is not on municipal water supply, the Chargee requires satisfactory bacteriological analysis of the well water by the Ministry of Health.

INSURANCE

The Chargor must insure and keep insured all buildings, structures, fixtures and improvements on the charged property for not less than full replacement value in Canadian dollars. The Chargor must keep this insurance coverage in place at all times until the indebtedness has been fully paid and the Charge discharged. The insurance must include coverage for loss or damage caused by fire with extended perils coverage. At any time, the Chargee may require that the Chargor also obtain coverage for additional perils, risks or events. If a steam boiler, pressure vessel, oil or gas burner, coal blower, stoker or sprinkler system or any other comparable equipment is operated on the charged property, then the Chargor must also have insurance coverage for loss or damage caused to the equipment, or by the equipment, or by the explosion of the equipment. All insurance policies must be carried with a company that is satisfactory to the Chargee, contain mortgage clauses approved by the Insurance Bureau of Canada, or by the Chargee, confirming that any loss proceeds will be paid first to the Chargee, and give the Chargee the first right to receive and to have a lien on the insurance proceeds. If the Chargee asks the Chargor to, the Chargor must provide the Chargee with certified copies of all insurance policies. At least fifteen (15) days before any insurance policy expires, the Chargor must provide the Chargee with evidence that the Chargor has renewed the policy and paid all premiums. If the Chargor does not arrange for insurance or if the Chargor does not pay the premium for any insurance policy, the Chargee may arrange for insurance and pay the premium. However, the Chargee is not obligated to do so. If the Chargee pays any insurance premium or other amount of money for insurance on behalf of the Chargor, the Chargor must repay the Chargee immediately. If any loss or damage occurs, the Chargor must immediately do everything necessary to enable the Chargee to obtain the insurance money payable to the Chargee under the Charge. The Chargor must pay all expenses related to this. The Chargor agrees that if the Chargee produce the Charge, that will be sufficient authority for the insurance company to pay the Chargee any insurance money that is payable because of a loss. The Chargor hereby authorizes and directs the insurance company to do so without the Chargor's further signature or consent. The Chargee shall have the right to decide how to use the insurance money. For example, the Chargee may use part or all of the insurance money to repair or rebuild the charged property, reduce any part of the loan amount, whether it is due or not, including paying any prepayment charges that are payable, or pay the Chargor. Failure by the Chargor to maintain insurance coverage as set out herein shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to

exercise any or all of the remedies available to it hereunder or at law.

MUNICIPAL TAXES

The Chargor shall pay all municipal, school, and local improvement taxes on the charged property. Taxes must be paid when they are due and the Chargor shall provide the Chargee with a copy of the receipted tax bill within thirty (30) days after the due date of the final instalment. If the Chargor does not provide the Chargee with a receipted tax bill, the Chargor shall pay the administrative fee set out herein and reimburse the Chargee for any costs incurred by the Chargee to obtain a tax search and for making up for any deficiencies.

FEES AND COSTS

The Chargor covenants and agrees with the Chargee as follows:

1. To pay to the Chargee its administration and/or servicing fees for the following matters in the amounts set forth:
 - a. An administrative fee of \$1,500.00 if the charged property falls into arrears and requires the Chargee to bring it current.
 - b. An administrative fee of \$300.00 for each failure by the Chargor to notify the Chargee of lien registration by the Condominium Corporation for common expense arrears.
 - c. An administrative fee of \$300.00 for each failure by the Chargor to provide proof of payment of realty taxes;
 - d. An administrative fee of \$500.00 for each default under any prior mortgage, charge or encumbrance;
 - e. An administrative fee of \$500.00 for each correspondence/payment made by the Chargee in order to protect its security, including without limitation payment for the maintenance of fire insurance, utility continuance, condominium common expenses, realty taxes, prior mortgages, etc. The Chargor agrees that any such payment by the Chargee shall bear interest at eighteen percent (18%) per annum, calculated and compounded monthly.
 - f. An administrative fee of \$500.00 for each visit to a property.
 - g. An administrative fee of \$200.00 per day for administering the maintenance and security of any property in the possession of Chargee.
 - h. An administrative fee of \$300.00 for each failure to provide post-dated cheques.
 - i. Missed payment fee of \$300.00 shall be payable for each missed or late instalment and for processing each NSF cheque or other returned payment. If any cheque is returned NSF, any replacement cheque must be certified. If such replacement cheque is not certified, the Chargee shall be entitled to have it certified, and to add all the costs of certification (including courier charges to and from the Chargor's bank) to the amount owing on the Charge.
 - j. An administrative fee of \$5,000.00 for each demand, action or proceeding instituted by the Chargee to enforce its rights and remedies pursuant to the Charge.
 - k. An administrative fee of \$500.00 for attending to take possession of a property following default.
 - l. An administrative fee of \$300.00 for each failure by the Chargor to provide proof of insurance coverage on an annual basis;
 - m. An administrative fee of \$1,500.00 for dealing with each cancellation, premium payment or other non-compliance with insurance requirements. Monthly fee of \$500.00 will apply for each month in which the Chargee implements its own insurance policy on a property.
 - n. An administrative fee of \$300.00 for preparation of each mortgage and/or payout statement requested with at least 72 hours advance written notice. Where less than 72 hours advance written notice is given, a nominal fee of \$600.00 will be charged to the Chargor.
 - o. A discharge fee of \$350.00 for each property. Legal and registration fee to be added to the discharge fee.

- p. A late discharge fee of \$1,500.00 is applicable to mortgages past 5 days at maturity.
- q. A late renewal fee of \$1,500.00 is applicable to mortgages past 5 days at maturity.
- r. If offered a renewal at maturity, there will be a renewal fee of 2.5% of the outstanding balance, whichever is higher.
- s. An administrative fee of \$100.00 for each PPSA registration, including without limitation, registration of renewal, discharge, name change, etc.
- t. Payment Change Fee of \$50.00 for each payment change.
- u. If a lender(s) chooses to use SDRSP's as the financial vehicle to fund this mortgage a \$498.75 Administration Charge will be levied by the lending institution at the borrowers expense.

The Chargee reserves the right to charge reasonable fees for other administrative services. All amounts herein shall be deemed to be liquidated amounts to be applied against the Chargee's administrative costs and shall not be a penalty. Any service or administration fee owing by the Chargor to the Chargee which is not paid forthwith after having been incurred shall be added to the principal and shall bear interest at the rate herein set forth. In the event of a further occurrence as set out herein, the applicable fee shall increase by a further sum of \$50.00 and this shall be on a cumulative basis.

- 2. If the Chargor is required by the Chargee to prepay the entire amount of principal owed to the Chargee (the "Outstanding Principal") because of any default by the Chargor under the terms hereof or if the Chargor fails to pay the Outstanding Principal upon the maturity of this Charge, the Chargor must also pay, in addition to all other amounts due as set out herein, 3 months' interest on the Outstanding Principal. Without limiting the generality of the foregoing, the Chargor acknowledges and agrees that if the Chargee issues either a Notice of Sale or a Statement of Claim, then the Chargee shall be entitled to charge an additional fee equivalent to 3 month's interest on the Outstanding Principal.
- 3. The Chargor agrees to pay all legal and other expenses incurred by the Chargee in connection with the preparation and registration of any security interests pursuant to the Personal Property Security Act, any renewals, discharges or other changes thereof forthwith upon demand and such fees and expenses, together with interest thereon at the interest rate charges hereunder, shall be added to the principal sum secured by the within charge if not paid by the Chargor.
- 4. The Chargor shall pay to the Chargee on demand all legal fees payable on a solicitor-client basis, costs and out-of-pocket expenses incurred by any of the Chargee, its agents, officers and employees with respect to:
 - a. the preparation of this Charge, any renewals thereof and related security documents (the "Security Documents") and any other documents, agreements and instruments required pursuant hereto or thereto and any costs associated with realization under this Charge or the Security Documents;
 - b. the Chargee obtaining advice as to its rights and responsibilities under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto or in the event of exercise of any or all of its remedies hereunder or thereunder;
 - c. the exercising of any or all of the rights, remedies and powers of the Chargee under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto, or in defending or taking any measures to defend any action, claim, cause of action or in proceedings directly or indirectly relating to the provisions of any such instrument or document;
 - d. any or all of the taking of, recovering of possession of any assets or property of the Chargor, or any proceedings taken for the purpose of enforcing any rights or remedies provided in this Charge or in any instrument or document comprising the Security Documents or relating thereto, or any proceedings otherwise taken in relation to any assets or property of the Chargor or subject to the security given by the Chargor to the Chargee, or any proceedings taken by reason of any non-payment or non-performance of the obligations of the Chargor hereunder; and
 - e. any appraisals, environmental reports, engineering reports, cost consultants' reports, or any other reports obtained at any time by the Chargee relating to the charged property.

In the event the Chargor fails to pay any such legal fees, costs and expenses to the Chargee forthwith upon demand by the Chargee, then the amount of such unpaid legal fees, costs and expenses shall be added to the Charge indebtedness secured hereunder and shall bear interest at the rate herein set forth.

5. The Chargor and Guarantor agree that should the Chargee herein be a trustee for beneficiaries, the Chargor and Guarantor shall have no claims against the beneficial owners of the Charge.

PAYMENTS

The Chargor must pay the amount of each instalment on every instalment date, beginning on the first instalment date and ending on the last instalment date, all as shown in the Charge. The Chargee shall apply each instalment as follows: First, to pay or reduce any compound interest on this Charge up to the instalment date. Second, to pay other interest on this Charge up to that date. Third, to reduce the principal of this Charge. If the Charge goes into default, the Chargee does not have to apply an instalment as shown above. If the Chargee does not advance the full amount approved for this Charge, the Chargor must still pay the full amount of each instalment, unless Chargee agrees otherwise.

The Chargor must repay the balance of this Charge and the interest thereon in full on the balance due date, unless this Charge is renewed for another term. The Chargor shall have the right to apply any payment by the Chargor to the interest and principal of any other indebtedness of the Chargor to the Chargee in priority to the principal amount secured by this Charge.

Any discharge of this Charge shall be prepared by the Chargee at the Chargor's expense within a reasonable time after repayment of the principal sum secured herein together with accrued interest thereon and all applicable fees, costs and expenses. Any payments made after 1:00 p.m. shall be deemed, for the purpose of calculation of interest, to have been made and received on the next bank business day.

PRIOR & SUBSEQUENT ENCUMBRANCES

In the event that the Chargor is in default under any prior or subsequent mortgage, charge or encumbrance, such default shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law.

FURTHER ENCUMBRANCES

The Chargor shall not grant or permit any further mortgages, charges or encumbrances of any nature to be registered against the lands without the prior written consent of the Chargee. In the event of a breach of this covenant, the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law. In the event that the Chargee has consented to the registration of further mortgages, charges or encumbrances against the lands and the Chargor defaults under any such mortgages, charges or encumbrances, such default shall constitute default under the provisions of this Charge and the Chargee shall be entitled at its option to declare all amounts hereby secured due and payable in full and to exercise any or all of the remedies available to it hereunder or at law.

PAYMENT OF OTHER CHARGES AND PERFORMANCE OF OTHER OBLIGATIONS BY THE CHARGE

The Chargor covenants and agrees with the Chargee to pay all property taxes, public utility rates, charges, and insurance premiums as and when they become due, to keep all encumbrances and agreements in good standing, comply with all zoning by-laws, standards and work orders and not to permit the existence of any work orders, deficiency notices, letters of compliance or the registration of any liens of any nature or kind; the failure of the Chargor to comply with this covenant shall constitute an event of default hereunder and entitle the Chargee at its sole option to avail itself of remedies available hereunder and at law including the right to accelerate the principal sum secured hereunder together with all accrued interest thereon plus costs. In addition, at the Chargee's sole option, the Chargor hereby agrees that the Chargee may satisfy any charge, lien, any matter raised in this paragraph or other encumbrance now or hereafter existing or to arise or be claimed upon the charged property and the amount so paid together with all costs associated therewith shall be added to the principal sum hereby secured and bear interest at the rate of interest set forth herein and shall be payable forthwith by the Chargor to the Chargee and in

default of payment, the entire principal sum, accrued interest and costs, shall become payable at the option of the Chargee and the remedies hereby given and available at law may be exercised forthwith without notice. In the event of the Chargee satisfying any such charge or claim, it shall be entitled to all equities and securities of the person or persons so satisfied and it may retain any discharge, cessation of charge or assignment of charge unregistered until paid.

CROSS DEFAULT

The Chargor acknowledges that this Charge has been given pursuant to the provisions of the mortgage commitment issued by the Chargee in favour of the Chargor (the "Commitment"). The Chargor agrees that any and all default under the terms and conditions of the Charge, the Commitment or pursuant to any other charge or security document between the Chargor and the Chargee, including any document pursuant to which the Chargor is a guarantor, shall constitute concurrent default under this Charge and any and all default under this Charge shall constitute concurrent default under all such security documents and shall entitle the Chargee to pursue its remedies under any or all of the aforesaid security documents and the unpaid principal balance of all liabilities and amounts owing pursuant to the Commitment together with interest as aforesaid shall, at the option of and upon demand by the Chargee, become immediately due and repayable.

REVENUE CANADA LIENS

Should a Revenue Canada Tax Lien be placed upon this property then it will be deemed in default and repayable with immediate effect, at the lender's discretion. All applicable default fees shall apply.

NON-MERGER

Notwithstanding the registration of the Charge and the advance of funds pursuant hereto, the terms and conditions of the Commitment shall remain binding and effective on the parties hereto and shall not merge in this Charge nor in any document executed and delivered to the Chargee in connection with the transaction contemplated by the Commitment, and the terms of the Commitment are incorporated herein by reference.

POSSESSION UPON DEFAULT

Upon default in payment of principal or interest under this Charge or in performance of any of the terms and conditions hereof, the Chargee may enter into and take possession of the charged property, free of all manner of former conveyances, mortgages, charges or encumbrances without the let, suit, hindrance, interruption or denial of the Chargor or any other person whatsoever.

NOTICE OF POWER OF SALE

In the event a Power of Sale is commenced, the Notice of Power of Sale may be served by registered mail on the address of service of the Borrower and the Borrower hereby accepts this service as if such notice was served on the Borrower's last known location. The Borrower must choose an address for service in Canada.

REGISTRATION OF RESTRICTIVE COVENANTS S.118

The Lender may exercise in their sole discretion the option to register a s.118 Restrictive Covenant on title of the property and the Borrower shall execute any and all documents to give effect to said registration.

NOTICE OF POWER OF SALE

In the event a Power of Sale is commenced, the Notice of Power of Sale may be served by registered mail on the address of service of the Borrower and the Borrower hereby accepts this service as if such notice was served on the Borrower's last known location. The Borrower must choose an address for service in Canada.

POSSESSION UPON DEFAULT

Upon default in payment of principal or interest under this Charge or in performance of any of the terms and conditions hereof, the Chargee may enter into and take possession of the charged property, free of all manner of former conveyances, mortgages, charges or encumbrances without the let, suit, hindrance, interruption or denial of the Chargor or any other person whatsoever.

RIGHT OF FIRST REFUSAL

In the event the Chargee issues a Notice of Sale upon default of this Charge, and upon the receipt of not less than 3 bona fide,

reasonable, and legitimate offers, the Chargee, shall be entitled to the right of first refusal to purchase the property upon the same terms and conditions of the highest offer. Notwithstanding the foregoing, if less than 3 bona fide, reasonable, and legitimate offers are made within 30 days of the issuance of a Notice of Sale, the Chargee may exercise this right of first refusal, or in the event no offer is made within 30 days, may make a reasonable offer to purchase the property, upon expiry of the 30th day from the issuance of a Notice of Sale.

SEVERABILITY OF ANY INVALID PROVISIONS

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

INCONSISTENCY OF TERMS

The provisions herein shall be in addition to and not in substitution for those found in the Standard Charge Terms and the Commitment. In the event of an inconsistency between the terms of the Charge, the Commitment and the Standard Charge Terms, the Chargee may, in its sole discretion, determine which shall prevail.

Pre-Authorized Debit Agreement (PAD)

TO: Lift Capital Incorporated

BANK INFORMATION	
Loan Number	391
Name	INTERLUDE INC.
Bank	BMO
Institution #	001
Transit #	04902
Account #	1993722

WE, Interlude Inc, Up-Town Funk Inc., Happy Town Housing Inc. hereby authorize Lift Capital Incorporated to debit OUR Account for \$6,348.96

On the 1st of every month and/or one-time payments from time to time authorized by US. In this event, WE waive the requirement for Lift Capital Incorporated to notify us of the one-time Debit amount.

These services are for _____ Personal _____ Business

This authority is to remain in effect until Lift Capital Incorporated has received written notification from US of its change or termination. This notification must be received at least 14 days before the next debit is scheduled at the address provided below. WE may obtain a sample cancellation form, or more information on my/our duties to cancel PAC Agreement at my/our financial institution or by visiting www.cdnpay.ca.

WE warrant that all persons whose signature is required to sign on the account have signed the authorization below.

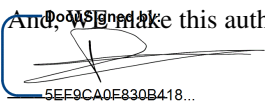
WE HAVE ATTACHED A VOID CHEQUE or FINANCIAL INSTITUTION PRE-AUTHORIZED DEBIT FORM, which forms part of this document indicating the Financial Institution, Branch, Transit Number, and the Account Number for which the interest payments are to be debited. No reimbursement was provided for such automatic payment authorization.

WE permit Lift Capital Incorporated to provide this authorization to the financial institution acting on the behalf of Lift Capital Incorporated.

WE authorize Lift Capital Incorporated to debit our bank account, in the event we decide to make an unscheduled payment toward our principal and/or arrears balance.

WE have certain recourse right if debit does not comply with this agreement. For example, WE have the right to received reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. To obtain a form for Reimbursement Claim, or for more information on my/our rights, WE may contact my/our financial institution or visit cdnpay.ca.

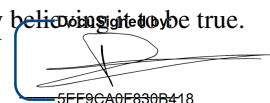
And, We make this authorization conscientiously believing it to be true.


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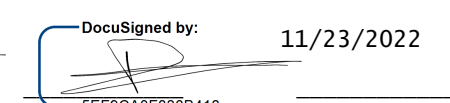
Interlude Inc


5EF9CA0F830B418...

Up-Town Funk Inc.


5EF9CA0F830B418...

Happy Town Housing
Inc.


5EF9CA0F830B418... 11/23/2022

Dylan Suitor (Guarantor) Date

TAB I

THIS IS **EXHIBIT "I"** REFERRED TO IN THE AFFIDAVIT
OF ROBERT CLARK, SWORN BEFORE ME
THIS 23RD DAY OF JANUARY, 2024.

Joshua Foster

JOSHUA FOSTER

A Commissioner for taking Affidavits
(or as may be)

ACKNOWLEDGMENT AND DIRECTION
MORTGAGE COMMITMENT

TO: Parnes Rothman LLP

AND TO : Rajakaruna, Gaston

RE: Rajakaruna, Gaston 2nd mortgage loan to DSPLN INC.
351 Balsam Street South, Timmins, ONTARIO (“Mortgage”)

Rajakaruna, Gaston is pleased to advise you (the Mortgagor(s), Chargor(s), Guarantor(s)) that your application for a 2nd mortgage financing has been approved subject to the following which the undersigned, hereby covenant and agree:

DETAILS OF MORTGAGE LOAN

BORROWER: DSPLN INC.

LOAN AMOUNT: \$93,000.00

INTEREST: 13.20%

TERM: 12 months from the date of the first advance

PAYMENTS: \$1,023.00 - Interest only paid and compounded monthly not in advance

PURPOSE OF LOAN: To assist in business operations

GUARANTOR: Butt, Aruba

SECURITY

- 1) 2nd mortgage on the subject Properties

Municipal Address:
351 Balsam Street South, Timmins, ONTARIO



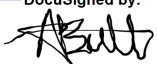
PIN Number :
65404-1374

1. The principal amount of the new 2nd Mortgage will be \$93,000.00 for a term of twelve (12) months registered against the property municipally known as 351 Balsam Street South, Timmins, ONTARIO.
2. The Lender's fee of \$1,860.00 is to be collected at the time of the advance.
3. The Finder Fee is waived.
4. The mortgage shall be open for prepayment, after the first three months, upon payment of one month's interest.
5. Photo ID of each Mortgagor, Guarantor and Consenting Spouse, if any, will be provided prior to closing together with all requisite corporate documents and insurance documents.
6. Realty taxes are to be in good standing and the Mortgagor may be required to provide proof of same to the Mortgagee or same will be paid from the mortgage proceeds. All charges against both properties are to be in good standing and evidence of same shall be provided prior to any advance.
7. Utilities are to be in good standing and evidence of Fire Insurance must be provided prior to completion (if applicable).

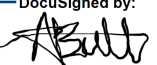
The legal fee of the Mortgagee's solicitor, being **\$1,750.00** plus HST, disbursements and Title Insurance, is the responsibility of the Mortgagor and will be deducted from the first mortgage advance.

[Signature on following page]

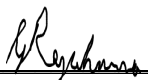
DATED at _____, this _____ day of June, 2023.

DocuSigned by:

1770D54E0F4A488...

DSPLN INC., Mortgagor

DocuSigned by:

1770D54E0F4A488...

Butt, Aruba, Guarantor



Rajakaruna, Gaston, Lender

SCHEDULE A

Instrument Statement 61

Additional Provisions

The mortgagor further covenants and agrees that all payments to the terms of this mortgage shall be delivered to the Mortgagee on any bank day, between the hours of 9:30 a.m. and 2:00 p.m., then interest at the rate set out herein shall continue to accrue and be payable to the next following day.

PRE-PAYMENT PRIVILEGE

Provided that the mortgagors when not in default, shall have the privilege of prepaying the whole or any part of the principal sum or sums, on payment date, upon paying three-months (3) interest penalty.

NSF FEE

In the event that the mortgagor shall fail to provide and make any payment due under the mortgage by virtue of such payment being returned to the Mortgagee unpaid for any reason whatsoever, or payment shall be late the mortgagor shall pay a fee in the amount of \$250.00 in respect of each cheque, which fee shall immediately come due and payable and shall be a charge upon the lands.

ADMINISTRATION FEE

Provided that in the event of non-payment any administration fees herein the amount due shall be added to the principal balance outstanding and shall earn interest pursuant to the provisions herein set out and shall be considered a default under the mortgage until paid.

PRE-PAYMENT PENALTY ON DEFAULT

The Mortgagor(s) agrees that should the Mortgagee commence action due to default under the Mortgage, that the Mortgagee at its option shall be entitled to charge an additional fee equivalent to three months interest and transfer the property in the Mortgagee's name or whoever the Mortgagee chooses to, without any further notice to the Mortgagor(s).

INSURANCE

In the event that the Lender deems it necessary to arrange for insurance to be placed for the further subject property, any amount paid by the Lender therefore shall be part of the indebtedness secured by the Mortgage bearing interest at the rate set out in the Mortgage. The Borrower(s) shall also pay to the Lender an administration fee in the amount of \$750.00 on each occasion on which the Lender arranges the placement of insurance or pays any insurance arrears. The Borrower(s) shall provide proof of insurance to the Lender at the Lenders request.

FURTHER ENCUMBRANCES

The Mortgagor(s) shall not grant or permit any further mortgages, charges, or encumbrances of any nature to be registered against the property – aside from what was agreed to and disclosed at the time of closing - without prior consent in writing of the Mortgagee and in the event of breach of this covenant the Mortgagee shall be entitled to commence default proceedings.

INSPECTION

The lender may, in the default by the Borrower(s) of any obligation under the Mortgage, or whenever the Lender deems it necessary acting reasonably itself, or by its agent view the subject property. An inspection fee of \$300.00 on each occasion shall be forthwith payable by the Borrower(s) to the Lender as an administration fee.

TAX RECEIPTS

Provided paid tax receipts are to be provided to the Mortgagee on a half yearly basis. The Mortgagee shall have the option, to be exercised in its sole discretion, to pay the property taxes directly and have the Mortgagor reimburse the amount of such payment forthwith after payment by Mortgagee.

TENANCY

The Mortgagor agree with respect to any tenancy agreement entered into prior to the registration or discharge of this mortgage to incorporate an acknowledgement of priority by the lessee of the terms and provisions of this mortgage, including without limitation to generality an acknowledgement by the lessee hereunder that the Mortgagees right to possession will not be bound by, or subject to, the residential tenancy provisions of the Landlord and Tenant Act.

ADMINISTRATION FEE ON DEFAULT

If the Lender takes action pursuant to the Mortgage by reason of the Borrower(s) default, the Lender shall be entitled to add the mortgage debt a service and administration fee of \$10,000.00 in addition to all other fees, claims or demand to which the Lender is also entitled.

ADMINISTRATION FEE ON DEFAULT OF ANY PRIOR MORTGAGE

If the Lender receives any notice or notification or information about any default of any encumbrance or mortgage which is in priority to the mortgage herein or which may affect the property herein then the Lender shall be entitled to add to the mortgage debt a service and administration fee of \$1000.00 in addition to all other fees, claims or demand to which the Lender is also entitled.

ASSIGNMENT OF RENTS

As additional security, in consideration of the sum of One Dollar and other good and valuable consideration now paid by the Lender to the Mortgagor (the receipt whereof is hereby acknowledged) the Mortgagor hereby gives, grants, assigns, transfers and sets over unto the Lender all rents, both present and in the future, payable under any lessee and agreements now or hereafter affecting the Lands and premises together with all rights, benefits and advantages to be derived there from to have and to hold the same unto the Mortgagee, its successors and assigns, absolutely.

ASSIGNMENTS, TRANSFER, SALE

The Lender has the right to assign, transfer, or sell this mortgage to any Bank, Trust, or Individual without the consent of the Borrower(s).

DUE ON DEFAULT


It is understood and agreed by the Mortgagor(s) that should they be in default under their existing first and/or second mortgages and should the property taxes not be paid to date, then the herein Charge will be deemed as being in default and the Mortgagee shall be entitled to all remedies accorded to it by law.

NOTWITHSTANDING the registration of this mortgage and advance of funds hereunder the terms and provisions of the mortgage commitment letter shall remain binding and effective upon the parties hereto. Any default under the commitment letter shall be deemed a default under the mortgage. In the event of any discrepancy between the provisions of the commitment letter and the terms of this mortgage, the Mortgagee in its sole discretion shall determine which of the provisions shall prevail.

ADMINISTRATION AND SERVICING FEES

The following schedule of administration and servicing fees include the following charges, which the mortgagor agrees to pay on the happening of each event which fees shall be added to the mortgage debt;

- i. For administering maintenance and security of the property in our possession per diem: \$75.00

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- ii. Renewal – client to contact lender 60 days prior to maturity to negotiate renewal fee.
- iii. Mortgage statement for each statement (minimum) \$195.00
- iv. Correspondence, per letter sent: \$100.00
- v. Lender’s discharge fee - \$295.00
- vi. Power of sale proceedings - \$10,000

CALCULATION OF INTEREST

The interest rate, as set out herein, shall be calculated as set out herein, not in advance, as well as before maturity, default and judgement.

APPLICATION OF PAYMENTS

Each payment, as set herein, shall be applied first to pay interest calculated as provided herein, on the principal amount outstanding from time to time, and the balance of each payment, if any, shall then be applied to reduce the principal amount then owing.

ADDITIONAL REMEDIES

For greater certainty, the parties hereto agree that, in addition to, and not in substitution for, all the rights and remedies of the Chargee, the Chargee may, on default by the Chargor of making any payments required by this Charge or in performing or observing any of the covenants , agreements, provisions, or obligations contained herein, commence an action and claim payment of the Charge debt by any party personally liable therefore and commence an action and claim possession of the land and premises described in the Charge. The Chargee, may commence action at its sole discretion.

MONTHLY PAYMENTS

Provided that the Chargor shall supply the Chargee a series of 12 post-dated cheques at the commencement of the within Charge and upon each yearly anniversary date thereafter, each cheque to be in the amount of the monthly payments.

STATEMENT AND DISCHARGE FEES *(Paragraph 23 of Standard Charge Terms 200033 is hereby excluded)*

Upon request, the Chargee agrees to prepare and provide statements to the Chargor and the Chargor agrees to pay the Chargee, or his agent, the then prevailing fee of the Chargee or his agent (a minimum of \$195.00) In addition, upon payment in full of all monies secured hereunder, the Chargee or his agent, shall prepare a discharge of this Charge and the Chargor agrees to pay to the Chargee or his agent, the then prevailing discharge fee of the Chargee or his agent, for preparation and execution of such discharge.

SALE CLAUSE *(Paragraph 14 of Standard Charge Terms 200033 is hereby excluded)*

Provided that the Chargor covenants and agrees with the Chargee that in the event of selling, conveying, transferring or entering into an Agreement for sale or of transfer of title of the property hereby mortgaged to a purchaser transferee not approved in writing by the Chargee, all monies hereby secured with accrued interest thereon and any prepayment bonus contained herein shall forthwith become due and payable at the sole option of the Chargee.

REALTY TAX ARREARS

Provided further that the Chargors shall pay the Chargee the sum of Seven Hundred and Fifty Dollars (\$750.00) for dealing with each notice of realty tax arrears, realty tax payment or other non-compliance with realty tax.

PROPERTY INSURANCE ARREARS

Provided further that the Chargors shall pay the Chargee the sum of Seven Hundred and Fifty Dollars (\$750.00) for dealing with each notice of property insurance arrears, property insurance payment or other non-compliance with property insurance coverage, for which the Chargee receives notice by the Insurance Provider.

RENEWAL OF CHARGE

The charge may be renewed with mutual agreement between the Chargee and the Chargor, upon payment of a renewal fee, to be set out by the Chargee, providing all mortgages, realty taxes and property insurance have been in good standing.

HOLD OVER RATE

This mortgage has a 12-month term. If the borrower has not agreed to renew the loan and/or made arrangements to pay the mortgage in full by the due date, then the interest rate will be adjusted to 15% per annum until such time that the Mortgagor renews or pays out the mortgage. The adjusted interest rate shall come into effect at the end of the Fifth (*11th*) *month and Second (2nd) week* of the term of the mortgage and remain in effect until renewal is agreed upon or the mortgage is paid out in full.

Lender Lawyer:

Mark Weisleder

3-321 Cityview Blvd

Vaughan, Ontario, L4H 3S7

416-702-2499



Borrower Lawyer

TBD

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LOAN COMMITMENT

TO: **Multiville Inc.** (“Borrower”)

AND TO: **Aruba Butt, Ryan Patrick Molony and Robert William Clark** (“Guarantors”)

RE: **1st Mortgage on 105 Victor Emmanuel Avenue, Sault Ste. Marie**
2nd Mortgage on 278 Selby Road, Sault Ste. Marie

CLOSING DATE: 25th day of July, 2023 (the “Closing Date”)

1. Offer and Acceptance:

MINH TAM HOANG NGUYEN

(the “Lender”) offers to grant a loan to the Borrower on the terms and conditions set out below. Execution and delivery of this offer shall constitute acceptance thereof and thereby create a binding contract between the parties, subject to the conditions for the Lender’s benefit contained herein.

2. Guarantors. The Mortgage indebtedness will be personally guaranteed by the above-noted Guarantors.

3. Expiry Date: The Lender’s obligation to advance funds pursuant to this Loan Commitment ends unless funds are advanced in accordance with and pursuant to this Loan Commitment unless the Lender and the Borrower mutually agree in writing to extend the date for the advance of funds.

4. Principal Amount: Registered Mortgage Amount, the Lender will be advancing the principal sum of **Four Hundred and Twenty Three Thousand Dollars (\$ 423,500.00)** on the Closing Date.

Initials of all parties:

5. Interest Rate and Monthly Payment:

Seventeen decimal four percent (17.4%) per annum, payable monthly and compounded monthly.

Borrower and Lender agreed that 1st mortgage up to 90% LTV is at rate of 17% interest, and 2nd mortgage up to 90% LTV is at rate of 19% interest, no lender fee, and interest paid monthly. Accordingly, the blended interest rate payable in respect of the Mortgaged Property is Seventeen decimal four percent (17.4%) per annum.

Interest shall be calculated starting on the Closing Date even if the Lender has not advanced funds pending satisfactory completion of the Conditions specified in Section 11 below.

\$6140.75 Monthly Payment = \$ 423,500.00 x 17.4% / 12 months

Borrower shall pay the Lender by electronic payment.

Payment to be received by the Lender on the 25th of each month.

6. Mortgage Term: **One (1) year term** commencing from the date of the Closing Date.

7. Re-payment: At any time **AFTER three (3) months** from the Closing Date, the Borrower may repay in full, the balance outstanding of all advances, accrued interest and fees owing **UPON THIRTY (30) DAYS WRITTEN NOTICE.**

At any time **BEFORE three (3) months** from date of Closing Date, the Borrower may repay in full, the balance outstanding of all advances, accrued interest and fees owing **UPON THIRTY (30) DAYS WRITTEN NOTICE AND PAYMENT EQUIVALENT TO ONE (1) MONTH INTEREST BONUS.** The Borrower may not make partial repayments of any outstanding balance without written consent of the Lender.

PENALTY FEE.

Upon repayment of all advances, fees and deferred interest, if the Borrower does not offer an alternate loan agreement on terms that the Lender, in the Lender’s unfettered discretion, accepts then the Borrower shall pay a **penalty fee of two percent (2%) of the principal advanced (“Penalty Fee”).**

Initials of all parties:

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8. Security: The Borrower shall provide to the Lender, or cause to be provided to the Lender, a good and enforceable:

1st Mortgage on 105 Victor Emmanuel Avenue, Sault Ste. Marie, and

2nd Mortgage on 278 Selby Road, Sault Ste. Marie

(hereinafter referred to as the “Mortgaged Property”). The mortgage shall include Standard Charge Terms: Electronic Registration 200033. As further security for the mortgage loan, **the Borrower agrees to provide a registered assignment of rents.**

9. Shortfall: The Borrower and Guarantors shall provide a covenant to inject into the project any and all additional funds, if required, to complete the improvements to the Mortgaged Property due to cost overruns.

10. Lender Due Diligence: The undersigned further acknowledges that the mortgage will be title insured with Stewart Title Guarantee Company with such policy arranged by the Lender’s counsel on behalf of the Lender, the cost of which shall be paid by the Borrower and deducted from the mortgage advance.

11. Conditions: The advancing of the Mortgage Loan including any additional advances shall be conditional upon the following conditions:

- a. Satisfactory Lender due diligence for each of the Mortgaged Property, the Borrower and the Guarantors;
- b. All security documentation to be delivered in connection with the advance of the Mortgage Loan shall be in form and substance satisfactory to the Lender and the Lender’s lawyer in their sole and unfettered discretion and otherwise consistent with the terms of this Loan Commitment;
- c. Property to be registered in the sole name of the Borrower;
- d. Satisfaction that the Borrower has good title to the Mortgaged Property clear of all other mortgages, claims, liens, security interests, promissory notes and other rights and encumbrances.

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e. If the borrower chooses to register additional liens, promissory notes, or encumbrances from a new lender, the new lender must register new security by registering a new charge and discharging this loan. The Lender has the right to recall the loan at any time if the Borrower does not abide by these terms.

f. Funds shall be advanced by the Lender to the Lender's solicitor on the Closing Date to be held in escrow pending authorization of release by the Lender's counsel once the Conditions are satisfied and security is in place.

12. Lender Fee: **The Borrower will NOT pay a Lender fee** on the Closing Date or on repayment.

13. Insurance: The Borrower covenants to deliver to the Lender evidence of insurance coverage for an amount equal to or greater than the then outstanding Principal balance of the Mortgage Loan from time to time, and in keeping with the nature and extent of insurance coverage generally maintained in respect of a property similar in nature to the Mortgaged Property. The insurance policy must note the Lender as the loss payee and must contain a provision that the Lender receive thirty (30) days notice of cancellation and contain the standard mortgage clause of the Insurance Bureau of Canada. The Lender agrees to accept a binder letter from the insurance broker evidencing that the appropriate coverage is in place for the purposes of the mortgage advance.

14. Time of the Essence: Time is of the essence with respect to the performance of every term and condition of this Loan Commitment.

15. Counterparts: This Loan Commitment may be signed in counterparts and may be delivered by one party to the other by facsimile transmission or in electronically scanned and emailed form and the parties adopt any signatures received in such format as original signatures of the parties at the time of receipt. Once so executed in counterparts and so delivered, then it shall be binding.

Initials of all parties:

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16. Independent Legal Advice: The Lender, the Borrower and the Guarantors each acknowledge that they have had the opportunity to obtain independent legal advice before signing this commitment.

Dated this 19th day of July, 2023,

DocuSigned by:
Minh Tam Hoang Nguyen
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MINH TAM HOANG NGUYEN

BORROWER ACCEPTANCE

The Borrower hereby accepts the terms and conditions of this Loan Commitment and instructs Borrower’s lawyer to provide all necessary documents to be prepared and delivered to the Lender’s lawyer.

Dated this 19th day of July, 2023,

Multiville Inc.

Per:

DocuSigned by:
Aruba Butt
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Aruba Butt

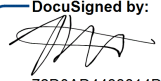
I have authority to bind the corporation.

The Guarantors hereby accept the terms and conditions of this Loan Commitment and agree to provide their personal guarantee for all advances under the mortgage loan.

Initials of all parties:

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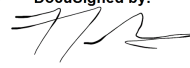
Witness:

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Aruba Butt
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Guarantor – Aruba Butt

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Aruba Butt
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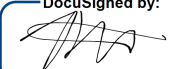
Witness:

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Guarantor – Ryan Patrick Molony

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Aruba Butt
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
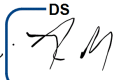
Witness:

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Guarantor – Robert William Clark

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SCHEDULE "A"

ADDITIONAL TERMS and FEES

(Forming Part of this Mortgage Loan Commitment)

Any and all fees noted herein shall attract applicable taxes, which taxes shall be added to the fee amount, as stated, if required by law. If said fees, including applicable taxes, remain outstanding, they shall attract interest at the Penalty Rate defined below

ADMINISTRATION FEES

The Mortgagor shall pay to the Mortgagee an Administration Fee of \$300.00 for each occurrence of any of the following events (Type 1 Events):

1. Late payment or Missed Payment Fee
2. Cheque Dishonored for any reason
3. Failure to provide proof of payment of Realty Taxes
4. Failure to provide proof of insurance coverage on an annual basis
5. Failure to notify mortgagee of registration of any lien, charge or encumbrance on the property by any other party
6. Request for mortgage statement in addition to the one provided upon execution of the above agreement
7. Request for discharge statement in addition to the one provided at the discharge of the mortgage
8. Notice of cancellation of homeowner's insurance policy (\$500 Administration Fee if not resolved within 15 days)
9. Payment of any required amounts to protect the mortgagee's interest.

In the event of a further occurrence as set out herein, the Administration Fee, for Type 1 Events, shall increase, cumulatively, by a further sum of \$50.00 for each occurrence.

Administration Fees will be added to the principal amount outstanding if not paid within five (5) days of demand for payment of same and shall bear interest at the greater of 1.5 times the Interest Rate, herein, (the "**Administrative Rate**") or a minimum of \$10 per day, whichever is greater. Any additional interest or this fee shall constitute a late-fee and not an interest charge. Should the court deem that the Administrative Rate is invalid, then the original fixed contract rate shall apply instead of the Administrative Rate.

DISPOSITION OF THE MORTGAGED LANDS

Provided that if the Mortgagor sells, transfers, conveys or otherwise disposes of the subject property or any interest therein, then all amounts, whether principal, interest, Penalty Rate interest or otherwise, that may be owing hereunder, including Administration and Servicing Fees, prepayment penalties and bonuses, shall be immediately due and payable at the sole option of the Mortgagee.

POSTDATED CHEQUES

Unless otherwise agreed, the Mortgagor agrees to provide the Mortgagee with a series of 12 postdated payment cheques on or before the closing date of the Mortgage as well as annually on the mortgage anniversary date should the mortgage be renewed (at the sole discretion of the Lender). Failure to provide such cheques shall constitute a default under the Mortgage at the sole option of the Mortgagee. Default fees shall apply.

DISCHARGE

Provided that when a Discharge of this Mortgage is required, then the Mortgagee solicitor, at the Mortgagor's expense, will prepare the Discharge documentation for execution by the Mortgagee. In addition, the Mortgagee will charge a

Initials of all parties:

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Discharge Fee of \$300.00 and a Statement Preparation fee of \$200 to the Mortgagor, in addition to any applicable legal costs. In provinces where a notary is required, a \$100 Notary fee shall be charged. The lender requires five business days prior written notice for a discharge statement request. In the event that the request is made less five business days from the payout date, the lender may charge two times the regular statement fee and discharge fee. For requests made after 1:00PM for payout the following date or sooner, a rush administrative charge of \$750 per discharge and \$750 per statement shall apply instead of the typical statement or discharge fees.

TIME OF PAYMENT

Any payment that is received at the Mortgagee’s office after 1:00 p.m. on any date shall be deemed, for the purpose of calculation of interest, to have been made on the next bank business day.

DEFAULT IN ENCUMBRANCES

Default under any terms or covenants contained in any encumbrances registered in priority or subsequent to this Mortgage, shall constitute default under the herein Mortgage at the sole option of the Mortgagee. A \$1,500 administrative penalty shall apply.

DEFAULT UNDER THIS MORTGAGE

Administrative Penalty. Default under any terms or covenants contained herein or subsequently agreed to by the borrower, or contained within the standard charge terms of the province, shall constitute default under the herein Mortgage at the sole option of the Mortgagee. A \$1,500 administrative penalty shall apply. Any items herein described which refer to a default fee shall be understood to refer to this \$1,500 administrative penalty.

Value Check. The lender also reserves the right to obtain a value check on the property from an independent realtor, with the cost of the realtor’s letter of opinion as well as \$250 cost for overhead and administration will be charged for all mortgaged 15+ days overdue, or which are in default for any other reason.

In the event legal proceedings are initiated as a result of a default under this mortgage, all legal and other fees relating to default proceedings are the responsibility of the borrower. The following list of charges represent administration costs charged to the lender for default management services, and do not include legal costs which are above and beyond any amounts listed within this document.

Demand Letter Issue	\$1,500.00
Statement of Claim Issued	\$1,500.00
Notice of Sale Issued	\$1,500.00
Possession Fee	\$1,500.00

Compound Interest. If the Chargor defaults in any payment of interest, or other payment due pursuant to this Charge, compound interest at the interest rate chargeable hereunder will accrue and be payable on the sum in arrears (including all arrears of interest) from time to time, both before and after default, demand, maturity and judgment until paid and shall be paid forthwith.

Interest Bonus. In addition, a payment of 3 months interest bonus will be payable to the Chargee and collectable through the enforcement of the mortgage by the Chargee in case of default under the terms of the mortgage including upon default in the repayment of the mortgage principal on maturity of the mortgage.

If the arrears and the compound interest are not paid within the interest calculation period provided for herein from the time of default, compound interest at the interest rate chargeable hereunder will be payable on the aggregate amount then

Initials of all parties:

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due, both before and after maturity, default and judgment, and so on from time to time until paid. All such compound interest shall be added to the Indebtedness and shall be secured by this Charge.

CONSTRUCTION LIEN ACT

Without the express written consent of the Lender, no portion of the proceeds of this Mortgage is to be used to finance any construction, alterations, renovations or improvements to the subject property within the meaning of the Construction Lien Act (Ontario) or to repay a Mortgage which was taken out for this purpose, failing which all amounts, whether principal, interest or otherwise that may be owing hereunder, including Administration Fees and bonuses, shall be immediately due and payable at the sole option of the Mortgagee. If any amount of money is claimed in priority over this Mortgage pursuant to the Construction Lien Act (Ontario) and if the Mortgagee is obliged to pay any amounts owing under the said Act, same may be added to the principal amount outstanding under the Mortgage and shall bear interest at the **Administrative Rate**.

RENTAL ASSIGNMENT:

This mortgage and the mortgagor shall provide the lender with an assignment of any and all rental income presently, or in the future, for the subject property, in the event of default. In addition, should the subject property currently have or be contemplated to have rental income or be known as a 'rental property', the mortgagor(s) will provide a PPSA assignment of rents to be registered against the mortgagor(s) and the subject property. The Chargor(s)/Mortgagor(s) assigns to the Chargee/Mortgagee all rents payable from time to time under leases of the land or any part thereof whether presently existing or arising in the future, together with the benefit of all covenants contained in the said leases in favour of the Chargor(s)/Mortgagor(s) and for the purpose of enabling the Chargee/Mortgagee to enforce payment of the said rents, the Chargor(s)/Mortgagor(s) covenants and agrees that it will forthwith after making any lease of the land or any part thereof grant and assign to the Chargee/Mortgagee the reversion of such lease; provided that nothing herein contained shall be deemed to make the Chargee/Mortgagee responsible for the collection of such rents or any part thereof or for the performance of any covenants, terms or conditions contained in any such lease and that the Chargee/Mortgagee shall not by virtue of these presents be deemed a Chargee/Mortgagee in possession of the land.

STANDARD CHARGE TERMS

Standard Charge Terms Shall Apply if they are to the benefit of the Lender, at the Lender's Sole Discretion.

NON-ASSUMABLE AND NON-ASSIGNABLE

This mortgage may not be assumed. It may not be assigned by the borrower. The mortgage may, however, be resold or assigned by the investor at their sole and absolute discretion.

REVENUE CANADA LIENS

Should a Revenue Canada Tax Lien be placed upon this property then it will be deemed in default and repayable with immediate effect, at the lenders discretion. All applicable default fees shall apply.

INCONSISTENCY OF TERMS

Should a Revenue Canada Tax Lien be placed upon this property then it will be deemed in default and repayable within immediate effect, at the Lender's discretion. All applicable default fees shall apply.

FARM DEBT MEDIATION ACT

Provided further that the Mortgagor represents and warrants that he is not a "Farmer" as defined in the Farm Debt Mediation Act and the Mortgagor further covenants and agrees that during the currency of the within charge he will not engage in any activity which would have the effect of deeming him a Farmer within the meaning of the Farm Debt Mediation Act. In the event that the Mortgagor fails to comply with the within provision, the within Mortgage shall, at

Initials of all parties:

the Mortgagee's option, immediately become due and payable in full, together with Administration Fees, prepayment penalties and bonuses.

INSULATION

The subject property is not, and has never been insulated with urea formaldehyde foam insulation, and the Mortgagor will not permit such insulation to be used in the construction or renovation of any future improvement to the property. In the event that the Mortgagee determines that any portion of the subject property is or has been so insulated, then all amounts whether principal, interest or otherwise, that may be owing hereunder, including Administration Fees, prepayment penalties and bonuses, shall be immediately due and payable at the sole option of the Mortgagee.

BANKRUPTCY AND INSOLVENCY

The Mortgagor/Guarantor represents and warrants that she/he is not an "undischarged bankrupt" as defined in the Bankruptcy and Insolvency Act. In the event that the Mortgagor/Guarantor is an "undischarged bankrupt", then all amounts, whether principal, interest or otherwise, that may be owing hereunder, including Administration Fees, prepayment penalties and bonuses shall be immediately due and payable at the sole option of the Mortgagor.

SERVICING FEE

In the event that the Mortgagee is called upon to pay any payment in order to protect its security position, including but not limited to the payment of Realty Taxes, insurance premiums, condominium common expenses, principal, interest or costs under a prior mortgage, it is agreed that such payment shall bear interest at the **Administrative Rate** and that there shall be a Service Fee of not less than \$300.00 for making each such payment (per payee, per occurrence). Further, this shall be considered a Type 1 event. Any additional third party fees, including but not limited to collection costs and legal fees, shall be to the account of the Borrower and shall bear interest at the **Administrative Rate**.

ADDITIONAL AMOUNTS AND FEES

The Mortgagor agrees that should the Mortgagee issue either a Notice of Sale or Statement of Claim, that the Mortgagee, at its option, shall be entitled to charge an additional amount equivalent to the prepayment penalty, herein. In addition, the Mortgagee shall be entitled to charge and Administrative Fee of \$1,500.

The Mortgagor agrees that should the mortgage not be renewed or discharged on the maturity date, the Mortgagee, at its option, shall be entitled to charge an additional fee amount equivalent to (3) months interest.

RENEWAL

This mortgage cannot be and shall not be automatically renewed. As described above, a fee shall apply for not paying this mortgage out on time. Should a renewal be contemplated in the future, said renewal shall be specifically agreed to in writing by the mortgagee and shall be at their sole discretion. A renewal fee shall apply, to be specified at that time and at the sole discretion of the lender.

ALTERATIONS

The Mortgagor will not make or permit to be made any structural alterations or additions to the land or to any building or structure thereon or change or permit to be changed the use of the premises without the written consent of the Mortgagee. Failure to comply will, at the Mortgagees sole discretion, result in the mortgage becoming immediately due and payable, including Administration Fees, prepayment penalties and bonuses.

SEVERABILITY OF ANY INVALID PROVISIONS

If in the event that any covenant, term or provision contained in the Mortgage is held to be invalid, illegal or unenforceable in whole or in part, than the validity, legality and enforceability of the remaining covenants, provisions and

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terms shall not be affected or impaired thereby, and all such remaining covenants, provisions and terms shall continue in full force and effect. All covenants, provisions and terms hereof are declared to be separate and distinct covenants, provisions or terms as the case may be.

FIRE AND HOME INSURANCE

Borrowers to provide proof of fire and liability insurance, in an amount no less than the replacement cost and/or full value of the real estate security. Lender is to be added to the policy and shown as a Mortgagee and Loss Payee. In the event of non-payment, default, cancellation, or reduction below the minimum amount of their insurance policy, the Borrower acknowledges that, at the Mortgagee's sole discretion, the mortgage shall immediately become due and payable including Administration Fees, prepayment penalties and bonuses. Failure to have proper insurance shall constitute a default under this mortgage at the sole discretion of the lender, with all associated fees to apply in addition to any insurance-specific fees listed herein. A \$1,500 insurance cancellation default penalty shall apply.

WELL WATER ANALYSIS

In the event that the subject property is not on municipal water supply, the mortgagee requires satisfactory bacteriological analysis of well water by the Ministry of Health.

MAINTENANCE FEE

The Mortgagee shall be entitled to a Fee of \$200.00 per day for administering the maintenance and security of any property in its possession.

GUARANTOR PROVISIONS

In consideration of the Chargee advancing funds to the Chargor hereunder, the Guarantor(s) hereby absolutely and unconditionally covenants, agrees and guarantees to and with the Chargee, as principal debtor and not as surety, that of all monies to be paid as herein set forth shall be paid as herein set forth, and all covenants, agreements and provisos of the Chargor shall be completely paid, fulfilled, observed and performed in accordance with the provisions of this Charge and that if the Chargor shall fail to pay or cause to be paid the amount as hereinbefore set out or fail to perform, observe or fulfill its covenants or agreements as herein set out, then the Guarantor shall pay or cause to be paid to the Chargee the payments as herein set forth, and that the Guarantor shall continue to remain liable on its guarantee, covenant and agreement notwithstanding.

The Guarantor(s) further agree that this guarantee shall not be deemed to be released, discharged, impaired or affected by reason of the release or discharge of the Chargor's insolvency, receivership, bankruptcy, or any other legal proceedings by or against the Chargor or for any other reason. The Guarantor hereby waives and renounces any rights, benefits, immunities, privileges and advantages which he may have by reason of being Guarantor instead of principal debtor and acknowledge that it is responsible for the debt as principal debtor and not as surety. All indebtedness and liabilities present and future of the Chargor to the Guarantor are hereby assigned to the Chargee and postponed to the present and future indebtedness and liabilities of the Chargor to the Chargee including the repayment of all the monies secured by the within Charge and all monies received from the Chargor or for his account by the Guarantor or their representatives or assigns in respect thereof shall be received by the Guarantor in trust for the Chargee. Where more than one Guarantor in this Charge are named, their covenants, liabilities and obligations to the Chargee shall be on a joint and several basis.

Initials of all parties:

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LOAN COMMITMENT

TO: **DSPLN Inc.** (“Borrower”)

AND TO: **Aruba Butt and Robert William Clark** (“Guarantors”)

RE: **2nd Mortgage on 354 Antwerp Avenue, Sudbury**
2nd Mortgage on 168 Hudson Street, Sault Ste. Marie

CLOSING DATE: 25th day of July, 2023 (the “Closing Date”)

1. Offer and Acceptance:

MINH TAM HOANG NGUYEN

(the “Lender”) offers to grant a loan to the Borrower on the terms and conditions set out below. Execution and delivery of this offer shall constitute acceptance thereof and thereby create a binding contract between the parties, subject to the conditions for the Lender’s benefit contained herein.

2. Guarantors. The Mortgage indebtedness will be personally guaranteed by the above-noted Guarantors.

3. Expiry Date: The Lender’s obligation to advance funds pursuant to this Loan Commitment ends unless funds are advanced in accordance with and pursuant to this Loan Commitment unless the Lender and the Borrower mutually agree in writing to extend the date for the advance of funds.

4. Principal Amount: Registered Mortgage Amount, the Lender will be advancing the principal sum of **Two Hundred and Eighty Seven Thousand Dollars (\$287,000.00)** on the Closing Date.

Initials of all parties:

5. Interest Rate and Balloon Payment:

Twenty percent (20%) per annum of all advances, all deferred monthly interest payments, all fees outstanding are calculated daily from the date of each advance, compounded monthly and payable at time of maturity.

Interest shall be calculated starting on the Closing Date even if the Lender has not advanced funds pending satisfactory completion of the Conditions specified in Section 11 below.

6. Mortgage Term: **One (1) year term** commencing from the date of the Closing Date.

7. Re-payment: At any time **AFTER three (3) months** from the Closing Date, the Borrower may repay in full, the balance outstanding of all advances, accrued interest and fees owing **UPON THIRTY (30) DAYS WRITTEN NOTICE.**

At any time **BEFORE three (3) months** from date of Closing Date, the Borrower may repay in full, the balance outstanding of all advances, accrued interest and fees owing **UPON THIRTY (30) DAYS WRITTEN NOTICE AND PAYMENT EQUIVALENT TO ONE (1) MONTH INTEREST BONUS.** The Borrower may not make partial repayments of any outstanding balance without written consent of the Lender.

PENALTY FEE.

Upon repayment of all advances, fees and deferred interest, if the Borrower does not offer an alternate loan agreement on terms that the Lender, in the Lender's unfettered discretion, accepts then the Borrower shall pay a **penalty fee of two percent (2%) of the principal advanced ("Penalty Fee").**

8. Security: The Borrower shall provide to the Lender, or cause to be provided to the Lender, a good and enforceable:

2nd Mortgage on 354 Antwerp Avenue, Sudbury, and

2nd Mortgage on 168 Hudson Street, Sault Ste. Marie

Initials of all parties:

(hereinafter referred to as the “Mortgaged Property”). The mortgage shall include Standard Charge Terms: Electronic Registration 200033. As further security for the mortgage loan, **the Borrower agrees to provide a registered assignment of rents.**

9. Shortfall: The Borrower and Guarantors shall provide a covenant to inject into the project any and all additional funds, if required, to complete the improvements to the Mortgaged Property due to cost overruns.

10. Lender Due Diligence: The undersigned further acknowledges that the mortgage will be title insured with Stewart Title Guarantee Company with such policy arranged by the Lender’s counsel on behalf of the Lender, the cost of which shall be paid by the Borrower and deducted from the mortgage advance.

11. Conditions: The advancing of the Mortgage Loan including any additional advances shall be conditional upon the following conditions:

- a. Satisfactory Lender due diligence for each of the Mortgaged Property, the Borrower and the Guarantors;
- b. All security documentation to be delivered in connection with the advance of the Mortgage Loan shall be in form and substance satisfactory to the Lender and the Lender’s lawyer in their sole and unfettered discretion and otherwise consistent with the terms of this Loan Commitment;
- c. Property to be registered in the sole name of the Borrower;
- d. Satisfaction that the Borrower has good title to the Mortgaged Property clear of all other mortgages, claims, liens, security interests, promissory notes and other rights and encumbrances.
- e. If the borrower chooses to register additional liens, promissory notes, or encumbrances from a new lender, the new lender must register new security by registering a new charge and discharging this loan. The Lender has the right to recall the loan at any time if the Borrower does not abide by these terms.

Initials of all parties:

f. Funds shall be advanced by the Lender to the Lender's solicitor on the Closing Date to be held in escrow pending authorization of release by the Lender's counsel once the Conditions are satisfied and security is in place.

12. Lender Fee: **The Borrower will NOT pay a Lender fee** on the Closing Date or on repayment.

13. Insurance: The Borrower covenants to deliver to the Lender evidence of insurance coverage for an amount equal to or greater than the then outstanding Principal balance of the Mortgage Loan from time to time, and in keeping with the nature and extent of insurance coverage generally maintained in respect of a property similar in nature to the Mortgaged Property. The insurance policy must note the Lender as the loss payee and must contain a provision that the Lender receive thirty (30) days notice of cancellation and contain the standard mortgage clause of the Insurance Bureau of Canada. The Lender agrees to accept a binder letter from the insurance broker evidencing that the appropriate coverage is in place for the purposes of the mortgage advance.

14. Time of the Essence: Time is of the essence with respect to the performance of every term and condition of this Loan Commitment.

15. Counterparts: This Loan Commitment may be signed in counterparts and may be delivered by one party to the other by facsimile transmission or in electronically scanned and emailed form and the parties adopt any signatures received in such format as original signatures of the parties at the time of receipt. Once so executed in counterparts and so delivered, then it shall be binding.

16. Independent Legal Advice: The Lender, the Borrower and the Guarantors each acknowledge that they have had the opportunity to obtain independent legal advice before signing this commitment.

Initials of all parties:

Dated this 19th day of July, 2023,

DocuSigned by:
Minh Tam Hoang Nguyen
E6B311E20A84423...

MINH TAM HOANG NGUYEN

BORROWER ACCEPTANCE

The Borrower hereby accepts the terms and conditions of this Loan Commitment and instructs Borrower's lawyer to provide all necessary documents to be prepared and delivered to the Lender's lawyer.

Dated this 19th day of July, 2023,

DSPLN Inc.

Per:

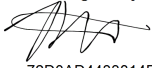
DocuSigned by:
Aruba Butt
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Aruba Butt

I have authority to bind the corporation.

Initials of all parties:

The Guarantors hereby accept the terms and conditions of this Loan Commitment and agree to provide their personal guarantee for all advances under the mortgage loan.

DocuSigned by:

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Witness:

DocuSigned by:
Aruba Butt
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Guarantor – Aruba Butt

DocuSigned by:
Aruba Butt
6F00F87C9F414C8...

Witness:

DocuSigned by:

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Guarantor – Robert William Clark

Initials of all parties:

DS DS DS
MTH AB 

SCHEDULE "A"

ADDITIONAL TERMS and FEES

(Forming Part of this Mortgage Loan Commitment)

Any and all fees noted herein shall attract applicable taxes, which taxes shall be added to the fee amount, as stated, if required by law. If said fees, including applicable taxes, remain outstanding, they shall attract interest at the Penalty Rate defined below

ADMINISTRATION FEES

The Mortgagor shall pay to the Mortgagee an Administration Fee of \$300.00 for each occurrence of any of the following events (Type 1 Events):

1. Late payment or Missed Payment Fee
2. Cheque Dishonored for any reason
3. Failure to provide proof of payment of Realty Taxes
4. Failure to provide proof of insurance coverage on an annual basis
5. Failure to notify mortgagee of registration of any lien, charge or encumbrance on the property by any other party
6. Request for mortgage statement in addition to the one provided upon execution of the above agreement
7. Request for discharge statement in addition to the one provided at the discharge of the mortgage
8. Notice of cancellation of homeowner's insurance policy (\$500 Administration Fee if not resolved within 15 days)
9. Payment of any required amounts to protect the mortgagee's interest.

In the event of a further occurrence as set out herein, the Administration Fee, for Type 1 Events, shall increase, cumulatively, by a further sum of \$50.00 for each occurrence.

Administration Fees will be added to the principal amount outstanding if not paid within five (5) days of demand for payment of same and shall bear interest at the greater of 1.5 times the Interest Rate, herein, (the "Administrative Rate") or a minimum of \$10 per day, whichever is greater. Any additional interest or this fee shall constitute a late-fee and not an interest charge. Should the court deem that the Administrative Rate is invalid, then the original fixed contract rate shall apply instead of the Administrative Rate.

DISPOSITION OF THE MORTGAGED LANDS

Provided that if the Mortgagor sells, transfers, conveys or otherwise disposes of the subject property or any interest therein, then all amounts, whether principal, interest, Penalty Rate interest or otherwise, that may be owing hereunder, including Administration and Servicing Fees, prepayment penalties and bonuses, shall be immediately due and payable at the sole option of the Mortgagee.

POSTDATED CHEQUES

Unless otherwise agreed, the Mortgagor agrees to provide the Mortgagee with a series of 12 postdated payment cheques on or before the closing date of the Mortgage as well as annually on the mortgage anniversary date should the mortgage be renewed (at the sole discretion of the Lender). Failure to provide such cheques shall constitute a default under the Mortgage at the sole option of the Mortgagee. Default fees shall apply.

DISCHARGE

Provided that when a Discharge of this Mortgage is required, then the Mortgagee solicitor, at the Mortgagor's expense, will prepare the Discharge documentation for execution by the Mortgagee. In addition, the Mortgagee will charge a

Initials of all parties:

Discharge Fee of \$300.00 and a Statement Preparation fee of \$200 to the Mortgagor, in addition to any applicable legal costs. In provinces where a notary is required, a \$100 Notary fee shall be charged. The lender requires five business days prior written notice for a discharge statement request. In the event that the request is made less five business days from the payout date, the lender may charge two times the regular statement fee and discharge fee. For requests made after 1:00PM for payout the following date or sooner, a rush administrative charge of \$750 per discharge and \$750 per statement shall apply instead of the typical statement or discharge fees.

TIME OF PAYMENT

Any payment that is received at the Mortgagee’s office after 1:00 p.m. on any date shall be deemed, for the purpose of calculation of interest, to have been made on the next bank business day.

DEFAULT IN ENCUMBRANCES

Default under any terms or covenants contained in any encumbrances registered in priority or subsequent to this Mortgage, shall constitute default under the herein Mortgage at the sole option of the Mortgagee. A \$1,500 administrative penalty shall apply.

DEFAULT UNDER THIS MORTGAGE

Administrative Penalty. Default under any terms or covenants contained herein or subsequently agreed to by the borrower, or contained within the standard charge terms of the province, shall constitute default under the herein Mortgage at the sole option of the Mortgagee. A \$1,500 administrative penalty shall apply. Any items herein described which refer to a default fee shall be understood to refer to this \$1,500 administrative penalty.

Value Check. The lender also reserves the right to obtain a value check on the property from an independent realtor, with the cost of the realtor’s letter of opinion as well as \$250 cost for overhead and administration will be charged for all mortgaged 15+ days overdue, or which are in default for any other reason.

In the event legal proceedings are initiated as a result of a default under this mortgage, all legal and other fees relating to default proceedings are the responsibility of the borrower. The following list of charges represent administration costs charged to the lender for default management services, and do not include legal costs which are above and beyond any amounts listed within this document.

Demand Letter Issue	\$1,500.00
Statement of Claim Issued	\$1,500.00
Notice of Sale Issued	\$1,500.00
Possession Fee	\$1,500.00

Compound Interest. If the Chargor defaults in any payment of interest, or other payment due pursuant to this Charge, compound interest at the interest rate chargeable hereunder will accrue and be payable on the sum in arrears (including all arrears of interest) from time to time, both before and after default, demand, maturity and judgment until paid and shall be paid forthwith.

Interest Bonus. In addition, a payment of 3 months interest bonus will be payable to the Chargee and collectable through the enforcement of the mortgage by the Chargee in case of default under the terms of the mortgage including upon default in the repayment of the mortgage principal on maturity of the mortgage.

If the arrears and the compound interest are not paid within the interest calculation period provided for herein from the time of default, compound interest at the interest rate chargeable hereunder will be payable on the aggregate amount then

Initials of all parties:

due, both before and after maturity, default and judgment, and so on from time to time until paid. All such compound interest shall be added to the Indebtedness and shall be secured by this Charge.

CONSTRUCTION LIEN ACT

Without the express written consent of the Lender, no portion of the proceeds of this Mortgage is to be used to finance any construction, alterations, renovations or improvements to the subject property within the meaning of the Construction Lien Act (Ontario) or to repay a Mortgage which was taken out for this purpose, failing which all amounts, whether principal, interest or otherwise that may be owing hereunder, including Administration Fees and bonuses, shall be immediately due and payable at the sole option of the Mortgagee. If any amount of money is claimed in priority over this Mortgage pursuant to the Construction Lien Act (Ontario) and if the Mortgagee is obliged to pay any amounts owing under the said Act, same may be added to the principal amount outstanding under the Mortgage and shall bear interest at the **Administrative Rate**.

RENTAL ASSIGNMENT:

This mortgage and the mortgagor shall provide the lender with an assignment of any and all rental income presently, or in the future, for the subject property, in the event of default. In addition, should the subject property currently have or be contemplated to have rental income or be known as a 'rental property', the mortgagor(s) will provide a PPSA assignment of rents to be registered against the mortgagor(s) and the subject property. The Chargor(s)/Mortgagor(s) assigns to the Chargee/Mortgagee all rents payable from time to time under leases of the land or any part thereof whether presently existing or arising in the future, together with the benefit of all covenants contained in the said leases in favour of the Chargor(s)/Mortgagor(s) and for the purpose of enabling the Chargee/Mortgagee to enforce payment of the said rents, the Chargor(s)/Mortgagor(s) covenants and agrees that it will forthwith after making any lease of the land or any part thereof grant and assign to the Chargee/Mortgagee the reversion of such lease; provided that nothing herein contained shall be deemed to make the Chargee/Mortgagee responsible for the collection of such rents or any part thereof or for the performance of any covenants, terms or conditions contained in any such lease and that the Chargee/Mortgagee shall not by virtue of these presents be deemed a Chargee/Mortgagee in possession of the land.

STANDARD CHARGE TERMS

Standard Charge Terms Shall Apply if they are to the benefit of the Lender, at the Lender's Sole Discretion.

NON-ASSUMABLE AND NON-ASSIGNABLE

This mortgage may not be assumed. It may not be assigned by the borrower. The mortgage may, however, be resold or assigned by the investor at their sole and absolute discretion.

REVENUE CANADA LIENS

Should a Revenue Canada Tax Lien be placed upon this property then it will be deemed in default and repayable with immediate effect, at the lenders discretion. All applicable default fees shall apply.

INCONSISTENCY OF TERMS

Should a Revenue Canada Tax Lien be placed upon this property then it will be deemed in default and repayable within immediate effect, at the Lender's discretion. All applicable default fees shall apply.

FARM DEBT MEDIATION ACT

Provided further that the Mortgagor represents and warrants that he is not a "Farmer" as defined in the Farm Debt Mediation Act and the Mortgagor further covenants and agrees that during the currency of the within charge he will not engage in any activity which would have the effect of deeming him a Farmer within the meaning of the Farm Debt Mediation Act. In the event that the Mortgagor fails to comply with the within provision, the within Mortgage shall, at

Initials of all parties:

the Mortgagee's option, immediately become due and payable in full, together with Administration Fees, prepayment penalties and bonuses.

INSULATION

The subject property is not, and has never been insulated with urea formaldehyde foam insulation, and the Mortgagor will not permit such insulation to be used in the construction or renovation of any future improvement to the property. In the event that the Mortgagee determines that any portion of the subject property is or has been so insulated, then all amounts whether principal, interest or otherwise, that may be owing hereunder, including Administration Fees, prepayment penalties and bonuses, shall be immediately due and payable at the sole option of the Mortgagee.

BANKRUPTCY AND INSOLVENCY

The Mortgagor/Guarantor represents and warrants that she/he is not an "undischarged bankrupt" as defined in the Bankruptcy and Insolvency Act. In the event that the Mortgagor/Guarantor is an "undischarged bankrupt", then all amounts, whether principal, interest or otherwise, that may be owing hereunder, including Administration Fees, prepayment penalties and bonuses shall be immediately due and payable at the sole option of the Mortgagor.

SERVICING FEE

In the event that the Mortgagee is called upon to pay any payment in order to protect its security position, including but not limited to the payment of Realty Taxes, insurance premiums, condominium common expenses, principal, interest or costs under a prior mortgage, it is agreed that such payment shall bear interest at the **Administrative Rate** and that there shall be a Service Fee of not less than \$300.00 for making each such payment (per payee, per occurrence). Further, this shall be considered a Type 1 event. Any additional third party fees, including but not limited to collection costs and legal fees, shall be to the account of the Borrower and shall bear interest at the **Administrative Rate**.

ADDITIONAL AMOUNTS AND FEES

The Mortgagor agrees that should the Mortgagee issue either a Notice of Sale or Statement of Claim, that the Mortgagee, at its option, shall be entitled to charge an additional amount equivalent to the prepayment penalty, herein. In addition, the Mortgagee shall be entitled to charge and Administrative Fee of \$1,500.

The Mortgagor agrees that should the mortgage not be renewed or discharged on the maturity date, the Mortgagee, at its option, shall be entitled to charge an additional fee amount equivalent to (3) months interest.

RENEWAL

This mortgage cannot be and shall not be automatically renewed. As described above, a fee shall apply for not paying this mortgage out on time. Should a renewal be contemplated in the future, said renewal shall be specifically agreed to in writing by the mortgagee and shall be at their sole discretion. A renewal fee shall apply, to be specified at that time and at the sole discretion of the lender.

ALTERATIONS

The Mortgagor will not make or permit to be made any structural alterations or additions to the land or to any building or structure thereon or change or permit to be changed the use of the premises without the written consent of the Mortgagee. Failure to comply will, at the Mortgagees sole discretion, result in the mortgage becoming immediately due and payable, including Administration Fees, prepayment penalties and bonuses.

SEVERABILITY OF ANY INVALID PROVISIONS

If in the event that any covenant, term or provision contained in the Mortgage is held to be invalid, illegal or unenforceable in whole or in part, than the validity, legality and enforceability of the remaining covenants, provisions and

Initials of all parties:

terms shall not be affected or impaired thereby, and all such remaining covenants, provisions and terms shall continue in full force and effect. All covenants, provisions and terms hereof are declared to be separate and distinct covenants, provisions or terms as the case may be.

FIRE AND HOME INSURANCE

Borrowers to provide proof of fire and liability insurance, in an amount no less than the replacement cost and/or full value of the real estate security. Lender is to be added to the policy and shown as a Mortgagee and Loss Payee. In the event of non-payment, default, cancellation, or reduction below the minimum amount of their insurance policy, the Borrower acknowledges that, at the Mortgagee's sole discretion, the mortgage shall immediately become due and payable including Administration Fees, prepayment penalties and bonuses. Failure to have proper insurance shall constitute a default under this mortgage at the sole discretion of the lender, with all associated fees to apply in addition to any insurance-specific fees listed herein. A \$1,500 insurance cancellation default penalty shall apply.

WELL WATER ANALYSIS

In the event that the subject property is not on municipal water supply, the mortgagee requires satisfactory bacteriological analysis of well water by the Ministry of Health.

MAINTENANCE FEE

The Mortgagee shall be entitled to a Fee of \$200.00 per day for administering the maintenance and security of any property in its possession.

GUARANTOR PROVISIONS

In consideration of the Chargee advancing funds to the Chargor hereunder, the Guarantor(s) hereby absolutely and unconditionally covenants, agrees and guarantees to and with the Chargee, as principal debtor and not as surety, that of all monies to be paid as herein set forth shall be paid as herein set forth, and all covenants, agreements and provisos of the Chargor shall be completely paid, fulfilled, observed and performed in accordance with the provisions of this Charge and that if the Chargor shall fail to pay or cause to be paid the amount as hereinbefore set out or fail to perform, observe or fulfill its covenants or agreements as herein set out, then the Guarantor shall pay or cause to be paid to the Chargee the payments as herein set forth, and that the Guarantor shall continue to remain liable on its guarantee, covenant and agreement notwithstanding.

The Guarantor(s) further agree that this guarantee shall not be deemed to be released, discharged, impaired or affected by reason of the release or discharge of the Chargor's insolvency, receivership, bankruptcy, or any other legal proceedings by or against the Chargor or for any other reason. The Guarantor hereby waives and renounces any rights, benefits, immunities, privileges and advantages which he may have by reason of being Guarantor instead of principal debtor and acknowledge that it is responsible for the debt as principal debtor and not as surety. All indebtedness and liabilities present and future of the Chargor to the Guarantor are hereby assigned to the Chargee and postponed to the present and future indebtedness and liabilities of the Chargor to the Chargee including the repayment of all the monies secured by the within Charge and all monies received from the Chargor or for his account by the Guarantor or their representatives or assigns in respect thereof shall be received by the Guarantor in trust for the Chargee. Where more than one Guarantor in this Charge are named, their covenants, liabilities and obligations to the Chargee shall be on a joint and several basis.

Initials of all parties:

LOAN COMMITMENT

TO: **The Pink Flamingo Inc.** (“Borrower”)

AND TO: **Aruba Butt and Robert William Clark** (“Guarantors”)

RE: **1st Mortgage on 557 Government Road West, Kirkland Lake**
2nd Mortgage on 223 Beverley Street, Sault Ste. Marie
2nd Mortgage on 40 Comfort Street, Kirkland Lake

CLOSING DATE: 25th day of July, 2023 (the “Closing Date”)

1. Offer and Acceptance:

CAMERON DAVID TOPP (the “Lender”) offers to grant a loan to the Borrower on the terms and conditions set out below. Execution and delivery of this offer shall constitute acceptance thereof and thereby create a binding contract between the parties, subject to the conditions for the Lender’s benefit contained herein.

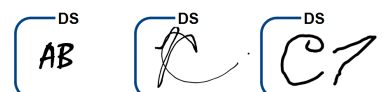
2. Guarantors. The Mortgage indebtedness will be personally guaranteed by the above-noted Guarantors.

3. Expiry Date: The Lender’s obligation to advance funds pursuant to this Loan Commitment ends unless funds are advanced in accordance with and pursuant to this Loan Commitment unless the Lender and the Borrower mutually agree in writing to extend the date for the advance of funds.

4. Principal Amount: Registered Mortgage Amount, the Lender will be advancing the principal sum of **Five Hundred and Ninety Three Thousand Four Hundred and Fifty Dollars (\$593,450.00)** on the Closing Date.

Initials of all parties:

1 of 11



5. Interest Rate and Balloon Payment:

Borrower and Lender agreed that 1st mortgage up to 90% LTV is at rate of 18% interest, and 2nd mortgage up to 90% LTV is at rate of 20% interest, no lender fee, interest compounded and paid as balloon payment on payout.

The blended interest rate payable in respect of the Mortgaged Property is Nineteen decimal four four percent (19.44%) per annum.

Nineteen decimal four four percent (19.44%) per annum of all advances, all deferred monthly interest payments, all fees outstanding are calculated daily from the date of each advance, compounded monthly and payable at time of maturity.

Interest shall be calculated starting on the Closing Date even if the Lender has not advanced funds pending satisfactory completion of the Conditions specified in Section 11 below.

6. Mortgage Term: **One (1) year term** commencing from the date of the Closing Date.

7. Re-payment: At any time **AFTER three (3) months** from the Closing Date, the Borrower may repay in full, the balance outstanding of all advances, accrued interest and fees owing **UPON THIRTY (30) DAYS WRITTEN NOTICE.**

At any time **BEFORE three (3) months** from date of Closing Date, the Borrower may repay in full, the balance outstanding of all advances, accrued interest and fees owing **UPON THIRTY (30) DAYS WRITTEN NOTICE AND PAYMENT EQUIVALENT TO ONE (1) MONTH INTEREST BONUS.** The Borrower may not make partial repayments of any outstanding balance without written consent of the Lender.

PENALTY FEE.

Upon repayment of all advances, fees and deferred interest, if the Borrower does not offer an alternate loan agreement on terms that the Lender, in the Lender's unfettered discretion, accepts then the Borrower shall pay a **penalty fee of two percent (2%) of the First Advance and any subsequent advances ("Penalty Fee").**

Initials of all parties:

8. Security: The Borrower shall provide to the Lender, or cause to be provided to the Lender, a good and enforceable:

- 1st Mortgage on 557 Government Road West, Kirkland Lake,**
- 2nd Mortgage on 223 Beverley Street, Sault Ste. Marie, and**
- 2nd Mortgage on 40 Comfort Street, Kirkland Lake**

(hereinafter referred to as the “Mortgaged Property”). The mortgage shall include Standard Charge Terms: Electronic Registration 200033. As further security for the mortgage loan, **the Borrower agrees to provide a registered assignment of rents.**

9. Shortfall: The Borrower and Guarantors shall provide a covenant to inject into the project any and all additional funds, if required, to complete the improvements to the Mortgaged Property due to cost overruns.

10. Lender Due Diligence: The undersigned further acknowledges that the mortgage will be title insured with Stewart Title Guarantee Company with such policy arranged by the Lender’s counsel on behalf of the Lender, the cost of which shall be paid by the Borrower and deducted from the mortgage advance.

11. Conditions: The advancing of the Mortgage Loan including any additional advances shall be conditional upon the following conditions:

- a. Satisfactory Lender due diligence for each of the Mortgaged Property, the Borrower and the Guarantors;
- b. All security documentation to be delivered in connection with the advance of the Mortgage Loan shall be in form and substance satisfactory to the Lender and the Lender’s lawyer in their sole and unfettered discretion and otherwise consistent with the terms of this Loan Commitment;
- c. Property to be registered in the sole name of the Borrower;
- d. Satisfaction that the Borrower has good title to the Mortgaged Property clear of all other mortgages, claims, liens, security interests, promissory notes and other rights and encumbrances.

Initials of all parties:

e. If the borrower chooses to register additional liens, promissory notes, or encumbrances from a new lender, the new lender must register new security by registering a new charge and discharging this loan. The Lender has the right to recall the loan at any time if the Borrower does not abide by these terms.

f. Funds shall be advanced by the Lender to the Lender's solicitor on the Closing Date to be held in escrow pending authorization of release by the Lender's counsel once the Conditions are satisfied and security is in place.

12. Lender's Fee: **The Borrower will NOT pay a Lender fee** on the Closing Date or on repayment.

13. Insurance: The Borrower covenants to deliver to the Lender evidence of insurance coverage for an amount equal to or greater than the then outstanding Principal balance of the Mortgage Loan from time to time, and in keeping with the nature and extent of insurance coverage generally maintained in respect of a property similar in nature to the Mortgaged Property. The insurance policy must note the Lender as the loss payee and must contain a provision that the Lender receive thirty (30) days notice of cancellation and contain the standard mortgage clause of the Insurance Bureau of Canada. The Lender agrees to accept a binder letter from the insurance broker evidencing that the appropriate coverage is in place for the purposes of the mortgage advance.

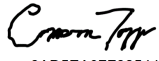
14. Time of the Essence: Time is of the essence with respect to the performance of every term and condition of this Loan Commitment.

15. Counterparts: This Loan Commitment may be signed in counterparts and may be delivered by one party to the other by facsimile transmission or in electronically scanned and emailed form and the parties adopt any signatures received in such format as original signatures of the parties at the time of receipt. Once so executed in counterparts and so delivered, then it shall be binding.

Initials of all parties:

16. Independent Legal Advice: The Lender, the Borrower and the Guarantors each acknowledge that they have had the opportunity to obtain independent legal advice before signing this commitment.

Dated this 19th day of July, 2023,

DocuSigned by:

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CAMERON DAVID TOPP


BORROWER ACCEPTANCE

The Borrower hereby accepts the terms and conditions of this Loan Commitment and instructs Borrower's lawyer to provide all necessary documents to be prepared and delivered to the Lender's lawyer.

Dated this 19th day of July, 2023,

The Pink Flamingo Inc.

Per:


DocuSigned by:

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Aruba Butt

I have authority to bind the corporation.

Initials of all parties:

The Guarantors hereby accept the terms and conditions of this Loan Commitment and agree to provide their personal guarantee for all advances under the mortgage loan.

DocuSigned by:

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Witness:

DocuSigned by:
Aruba Butt
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Guarantor – Aruba Butt

DocuSigned by:
Aruba Butt
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
Witness:

DocuSigned by:

72D0AD4433814D9...

Guarantor – Robert William Clark

Initials of all parties:

DS
AB

DS


DS
C7

SCHEDULE "A"

ADDITIONAL TERMS and FEES

(Forming Part of this Mortgage Loan Commitment)

Any and all fees noted herein shall attract applicable taxes, which taxes shall be added to the fee amount, as stated, if required by law. If said fees, including applicable taxes, remain outstanding, they shall attract interest at the Penalty Rate defined below

ADMINISTRATION FEES

The Mortgagor shall pay to the Mortgagee an Administration Fee of \$300.00 for each occurrence of any of the following events (Type 1 Events):

1. Late payment or Missed Payment Fee
2. Cheque Dishonored for any reason
3. Failure to provide proof of payment of Realty Taxes
4. Failure to provide proof of insurance coverage on an annual basis
5. Failure to notify mortgagee of registration of any lien, charge or encumbrance on the property by any other party
6. Request for mortgage statement in addition to the one provided upon execution of the above agreement
7. Request for discharge statement in addition to the one provided at the discharge of the mortgage
8. Notice of cancellation of homeowner's insurance policy (\$500 Administration Fee if not resolved within 15 days)
9. Payment of any required amounts to protect the mortgagee's interest.

In the event of a further occurrence as set out herein, the Administration Fee, for Type 1 Events, shall increase, cumulatively, by a further sum of \$50.00 for each occurrence.

Administration Fees will be added to the principal amount outstanding if not paid within five (5) days of demand for payment of same and shall bear interest at the greater of 1.5 times the Interest Rate, herein, (the "**Administrative Rate**") or a minimum of \$10 per day, whichever is greater. Any additional interest or this fee shall constitute a late-fee and not an interest charge. Should the court deem that the Administrative Rate is invalid, then the original fixed contract rate shall apply instead of the Administrative Rate.

DISPOSITION OF THE MORTGAGED LANDS

Provided that if the Mortgagor sells, transfers, conveys or otherwise disposes of the subject property or any interest therein, then all amounts, whether principal, interest, Penalty Rate interest or otherwise, that may be owing hereunder, including Administration and Servicing Fees, prepayment penalties and bonuses, shall be immediately due and payable at the sole option of the Mortgagee.

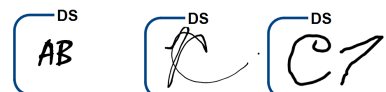
POSTDATED CHEQUES

Unless otherwise agreed, the Mortgagor agrees to provide the Mortgagee with a series of 12 postdated payment cheques on or before the closing date of the Mortgage as well as annually on the mortgage anniversary date should the mortgage be renewed (at the sole discretion of the Lender). Failure to provide such cheques shall constitute a default under the Mortgage at the sole option of the Mortgagee. Default fees shall apply.

DISCHARGE

Provided that when a Discharge of this Mortgage is required, then the Mortgagee solicitor, at the Mortgagor's expense, will prepare the Discharge documentation for execution by the Mortgagee. In addition, the Mortgagee will charge a

Initials of all parties:

Three signature boxes are shown at the bottom right of the page. Each box has a small 'DS' in the top right corner. The first box contains the initials 'AB'. The second box contains a handwritten signature. The third box contains the initials 'C7'.

Discharge Fee of \$300.00 and a Statement Preparation fee of \$200 to the Mortgagor, in addition to any applicable legal costs. In provinces where a notary is required, a \$100 Notary fee shall be charged. The lender requires five business days prior written notice for a discharge statement request. In the event that the request is made less five business days from the payout date, the lender may charge two times the regular statement fee and discharge fee. For requests made after 1:00PM for payout the following date or sooner, a rush administrative charge of \$750 per discharge and \$750 per statement shall apply instead of the typical statement or discharge fees.

TIME OF PAYMENT

Any payment that is received at the Mortgagee’s office after 1:00 p.m. on any date shall be deemed, for the purpose of calculation of interest, to have been made on the next bank business day.

DEFAULT IN ENCUMBRANCES

Default under any terms or covenants contained in any encumbrances registered in priority or subsequent to this Mortgage, shall constitute default under the herein Mortgage at the sole option of the Mortgagee. A \$1,500 administrative penalty shall apply.

DEFAULT UNDER THIS MORTGAGE

Administrative Penalty. Default under any terms or covenants contained herein or subsequently agreed to by the borrower, or contained within the standard charge terms of the province, shall constitute default under the herein Mortgage at the sole option of the Mortgagee. A \$1,500 administrative penalty shall apply. Any items herein described which refer to a default fee shall be understood to refer to this \$1,500 administrative penalty.

Value Check. The lender also reserves the right to obtain a value check on the property from an independent realtor, with the cost of the realtor’s letter of opinion as well as \$250 cost for overhead and administration will be charged for all mortgaged 15+ days overdue, or which are in default for any other reason.

In the event legal proceedings are initiated as a result of a default under this mortgage, all legal and other fees relating to default proceedings are the responsibility of the borrower. The following list of charges represent administration costs charged to the lender for default management services, and do not include legal costs which are above and beyond any amounts listed within this document.


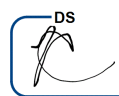
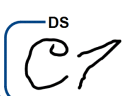
Demand Letter Issue	\$1,500.00
Statement of Claim Issued	\$1,500.00
Notice of Sale Issued	\$1,500.00
Possession Fee	\$1,500.00

Compound Interest. If the Chargor defaults in any payment of interest, or other payment due pursuant to this Charge, compound interest at the interest rate chargeable hereunder will accrue and be payable on the sum in arrears (including all arrears of interest) from time to time, both before and after default, demand, maturity and judgment until paid and shall be paid forthwith.

Interest Bonus. In addition, a payment of 3 months interest bonus will be payable to the Chargee and collectable through the enforcement of the mortgage by the Chargee in case of default under the terms of the mortgage including upon default in the repayment of the mortgage principal on maturity of the mortgage.

If the arrears and the compound interest are not paid within the interest calculation period provided for herein from the time of default, compound interest at the interest rate chargeable hereunder will be payable on the aggregate amount then

Initials of all parties:

due, both before and after maturity, default and judgment, and so on from time to time until paid. All such compound interest shall be added to the Indebtedness and shall be secured by this Charge.

CONSTRUCTION LIEN ACT

Without the express written consent of the Lender, no portion of the proceeds of this Mortgage is to be used to finance any construction, alterations, renovations or improvements to the subject property within the meaning of the Construction Lien Act (Ontario) or to repay a Mortgage which was taken out for this purpose, failing which all amounts, whether principal, interest or otherwise that may be owing hereunder, including Administration Fees and bonuses, shall be immediately due and payable at the sole option of the Mortgagee. If any amount of money is claimed in priority over this Mortgage pursuant to the Construction Lien Act (Ontario) and if the Mortgagee is obliged to pay any amounts owing under the said Act, same may be added to the principal amount outstanding under the Mortgage and shall bear interest at the **Administrative Rate**.

RENTAL ASSIGNMENT:

This mortgage and the mortgagor shall provide the lender with an assignment of any and all rental income presently, or in the future, for the subject property, in the event of default. In addition, should the subject property currently have or be contemplated to have rental income or be known as a 'rental property', the mortgagor(s) will provide a PPSA assignment of rents to be registered against the mortgagor(s) and the subject property. The Chargor(s)/Mortgagor(s) assigns to the Chargee/Mortgagee all rents payable from time to time under leases of the land or any part thereof whether presently existing or arising in the future, together with the benefit of all covenants contained in the said leases in favour of the Chargor(s)/Mortgagor(s) and for the purpose of enabling the Chargee/Mortgagee to enforce payment of the said rents, the Chargor(s)/Mortgagor(s) covenants and agrees that it will forthwith after making any lease of the land or any part thereof grant and assign to the Chargee/Mortgagee the reversion of such lease; provided that nothing herein contained shall be deemed to make the Chargee/Mortgagee responsible for the collection of such rents or any part thereof or for the performance of any covenants, terms or conditions contained in any such lease and that the Chargee/Mortgagee shall not by virtue of these presents be deemed a Chargee/Mortgagee in possession of the land.

STANDARD CHARGE TERMS

Standard Charge Terms Shall Apply if they are to the benefit of the Lender, at the Lender's Sole Discretion.

NON-ASSUMABLE AND NON-ASSIGNABLE

This mortgage may not be assumed. It may not be assigned by the borrower. The mortgage may, however, be resold or assigned by the investor at their sole and absolute discretion.

REVENUE CANADA LIENS

Should a Revenue Canada Tax Lien be placed upon this property then it will be deemed in default and repayable with immediate effect, at the lenders discretion. All applicable default fees shall apply.

INCONSISTENCY OF TERMS

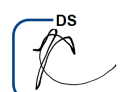
Should a Revenue Canada Tax Lien be placed upon this property then it will be deemed in default and repayable within immediate effect, at the Lender's discretion. All applicable default fees shall apply.

FARM DEBT MEDIATION ACT

Provided further that the Mortgagor represents and warrants that he is not a "Farmer" as defined in the Farm Debt Mediation Act and the Mortgagor further covenants and agrees that during the currency of the within charge he will not engage in any activity which would have the effect of deeming him a Farmer within the meaning of the Farm Debt Mediation Act. In the event that the Mortgagor fails to comply with the within provision, the within Mortgage shall, at

Initials of all parties:

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the Mortgagee's option, immediately become due and payable in full, together with Administration Fees, prepayment penalties and bonuses.

INSULATION

The subject property is not, and has never been insulated with urea formaldehyde foam insulation, and the Mortgagor will not permit such insulation to be used in the construction or renovation of any future improvement to the property. In the event that the Mortgagee determines that any portion of the subject property is or has been so insulated, then all amounts whether principal, interest or otherwise, that may be owing hereunder, including Administration Fees, prepayment penalties and bonuses, shall be immediately due and payable at the sole option of the Mortgagee.

BANKRUPTCY AND INSOLVENCY

The Mortgagor/Guarantor represents and warrants that she/he is not an "undischarged bankrupt" as defined in the Bankruptcy and Insolvency Act. In the event that the Mortgagor/Guarantor is an "undischarged bankrupt", then all amounts, whether principal, interest or otherwise, that may be owing hereunder, including Administration Fees, prepayment penalties and bonuses shall be immediately due and payable at the sole option of the Mortgagor.

SERVICING FEE

In the event that the Mortgagee is called upon to pay any payment in order to protect its security position, including but not limited to the payment of Realty Taxes, insurance premiums, condominium common expenses, principal, interest or costs under a prior mortgage, it is agreed that such payment shall bear interest at the **Administrative Rate** and that there shall be a Service Fee of not less than \$300.00 for making each such payment (per payee, per occurrence). Further, this shall be considered a Type 1 event. Any additional third party fees, including but not limited to collection costs and legal fees, shall be to the account of the Borrower and shall bear interest at the **Administrative Rate**.

ADDITIONAL AMOUNTS AND FEES

The Mortgagor agrees that should the Mortgagee issue either a Notice of Sale or Statement of Claim, that the Mortgagee, at its option, shall be entitled to charge an additional amount equivalent to the prepayment penalty, herein. In addition, the Mortgagee shall be entitled to charge and Administrative Fee of \$1,500.

The Mortgagor agrees that should the mortgage not be renewed or discharged on the maturity date, the Mortgagee, at its option, shall be entitled to charge an additional fee amount equivalent to (3) months interest.

RENEWAL

This mortgage cannot be and shall not be automatically renewed. As described above, a fee shall apply for not paying this mortgage out on time. Should a renewal be contemplated in the future, said renewal shall be specifically agreed to in writing by the mortgagee and shall be at their sole discretion. A renewal fee shall apply, to be specified at that time and at the sole discretion of the lender.

ALTERATIONS

The Mortgagor will not make or permit to be made any structural alterations or additions to the land or to any building or structure thereon or change or permit to be changed the use of the premises without the written consent of the Mortgagee. Failure to comply will, at the Mortgagees sole discretion, result in the mortgage becoming immediately due and payable, including Administration Fees, prepayment penalties and bonuses.

SEVERABILITY OF ANY INVALID PROVISIONS

If in the event that any covenant, term or provision contained in the Mortgage is held to be invalid, illegal or unenforceable in whole or in part, than the validity, legality and enforceability of the remaining covenants, provisions and

Initials of all parties:

DS AB DS DS C7

terms shall not be affected or impaired thereby, and all such remaining covenants, provisions and terms shall continue in full force and effect. All covenants, provisions and terms hereof are declared to be separate and distinct covenants, provisions or terms as the case may be.

FIRE AND HOME INSURANCE

Borrowers to provide proof of fire and liability insurance, in an amount no less than the replacement cost and/or full value of the real estate security. Lender is to be added to the policy and shown as a Mortgagee and Loss Payee. In the event of non-payment, default, cancellation, or reduction below the minimum amount of their insurance policy, the Borrower acknowledges that, at the Mortgagee's sole discretion, the mortgage shall immediately become due and payable including Administration Fees, prepayment penalties and bonuses. Failure to have proper insurance shall constitute a default under this mortgage at the sole discretion of the lender, with all associated fees to apply in addition to any insurance-specific fees listed herein. A \$1,500 insurance cancellation default penalty shall apply.

WELL WATER ANALYSIS

In the event that the subject property is not on municipal water supply, the mortgagee requires satisfactory bacteriological analysis of well water by the Ministry of Health.

MAINTENANCE FEE

The Mortgagee shall be entitled to a Fee of \$200.00 per day for administering the maintenance and security of any property in its possession.

GUARANTOR PROVISIONS

In consideration of the Chargee advancing funds to the Chargor hereunder, the Guarantor(s) hereby absolutely and unconditionally covenants, agrees and guarantees to and with the Chargee, as principal debtor and not as surety, that of all monies to be paid as herein set forth shall be paid as herein set forth, and all covenants, agreements and provisos of the Chargor shall be completely paid, fulfilled, observed and performed in accordance with the provisions of this Charge and that if the Chargor shall fail to pay or cause to be paid the amount as hereinbefore set out or fail to perform, observe or fulfill its covenants or agreements as herein set out, then the Guarantor shall pay or cause to be paid to the Chargee the payments as herein set forth, and that the Guarantor shall continue to remain liable on its guarantee, covenant and agreement notwithstanding.

The Guarantor(s) further agree that this guarantee shall not be deemed to be released, discharged, impaired or affected by reason of the release or discharge of the Chargor's insolvency, receivership, bankruptcy, or any other legal proceedings by or against the Chargor or for any other reason. The Guarantor hereby waives and renounces any rights, benefits, immunities, privileges and advantages which he may have by reason of being Guarantor instead of principal debtor and acknowledge that it is responsible for the debt as principal debtor and not as surety. All indebtedness and liabilities present and future of the Chargor to the Guarantor are hereby assigned to the Chargee and postponed to the present and future indebtedness and liabilities of the Chargor to the Chargee including the repayment of all the monies secured by the within Charge and all monies received from the Chargor or for his account by the Guarantor or their representatives or assigns in respect thereof shall be received by the Guarantor in trust for the Chargee. Where more than one Guarantor in this Charge are named, their covenants, liabilities and obligations to the Chargee shall be on a joint and several basis.

Initials of all parties:

TAB J

THIS IS **EXHIBIT "J"** REFERRED TO IN THE AFFIDAVIT
OF ROBERT CLARK, SWORN BEFORE ME
THIS 23RD DAY OF JANUARY, 2024.

Joshua Foster

JOSHUA FOSTER

A Commissioner for taking Affidavits
(or as may be)

PROPERTY DESCRIPTION: PCL 779 SEC AWS; LT 20 PL M30 KORAH; SAULT STE. MARIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/08/22

OWNERS' NAMES
BALBOA INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
AL250207	2022/06/22	TRANSFER	\$200,000	BUMBACCO, CARLEY GENE	BALBOA INC.	C
	REMARKS: PLANNING ACT STATEMENTS.					
AL250208	2022/06/22	CHARGE	\$160,000	BALBOA INC.	DHALIWAL, SUKHVINDER DHALIWAL, RUBINA	C
AL250209	2022/06/22	NO ASSGN RENT GEN		BALBOA INC.	DHALIWAL, RUBINA DHALIWAL, SUKHVINDER	C
	REMARKS: AL250208					
AL259779	2022/12/22	CHARGE	\$500,000	BALBOA INC.	LIFT CAPITAL INCORPORATED KARA, SHAHIN TEJA, KARIM MIKUS, ANNA IZO LOOK HOLDINGS INC.	C
AL259780	2022/12/22	NO ASSGN RENT GEN		BALBOA INC.	LIFT CAPITAL INCORPORATED KARA, SHAHIN TEJA, KARIM MIKUS, ANNA IZO LOOK HOLDINGS INC.	C
	REMARKS: AL259779.					

PROPERTY DESCRIPTION: PCL 5097 SEC CST; PT LT 230 PL M116TIM TECK SRO AS IN LT66993; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/05/24

OWNERS' NAMES
BALBOA INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
DT70885	2020/03/26	CHARGE	\$27,712	MINESS, PAULINE MARY	FAIRSTONE FINANCIAL INC.	C
DT83017	2022/07/13	TRANSFER <i>REMARKS: PLANNING ACT STATEMENTS.</i>	\$140,000	MINESS, PAULINE MARY	BALBOA INC.	C
DT83018	2022/07/13	CHARGE	\$140,000	BALBOA INC.	OLYMPIA TRUST COMPANY	C
DT83019	2022/07/13	NO ASSGN RENT GEN <i>REMARKS: DT83018</i>		BALBOA INC.	OLYMPIA TRUST COMPANY	C
DT85808	2023/01/19	CHARGE	\$525,000	BALBOA INC.	LIFT CAPITAL INCORPORATED 2009931 ONTARIO INC. DHANDHARI, AMARNAUTH DHANDHARI, INDRAWATTIE SCHIZA, HELEN SCHIZAS, KIRK AWAD, VIVIAN SMALL, RUSSELL SMALL, HANNA	C
DT85809	2023/01/19	NO ASSGN RENT GEN		BALBOA INC.	LIFT CAPITAL INCORPORATED 2009931 ONTARIO INC. DHANDHARI, AMARNAUTH DHANDHARI, INDRAWATTIE SCHIZA, HELEN SCHIZAS, KIRK AWAD, VIVIAN SMALL, RUSSELL SMALL, HANNA	C

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

PROPERTY DESCRIPTION: PCL 57-1 SEC M336C SRO; LT 57 PL M336C MOUNTJOY; S/T C210468; CITY OF TIMMINS

PROPERTY REMARKS: CROWN GRANT SEE TP6160.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE
RECENTLY: FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2004/08/23

OWNERS' NAMES: BALBOA INC.
CAPACITY SHARE: ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
6R2183	1973/09/25	PLAN REFERENCE				C
C210468	1973/09/28	TRANSFER EASEMENT			THE CORPORATION OF THE CITY OF TIMMINS	C
CB180841	2022/10/21	TRANSFER <i>REMARKS: PLANNING ACT STATEMENTS.</i>	\$270,000	MARTIN, GARY	BALBOA INC.	C
CB182330	2022/12/13	CHARGE	\$243,000	BALBOA INC.	BARTELEN, TYLER NICKOLAUS	C
CB182331	2022/12/13	NO ASSGN RENT GEN <i>REMARKS: CB182330</i>		BALBOA INC.	BARTELEN, TYLER NICKOLAUS	C
CB183096	2023/01/19	CHARGE	\$525,000	BALBOA INC.	LIFT CAPITAL INCORPORATED 2009931 ONTARIO INC. DHANDHARI, AMARNAUTH DHANDHARI, INDRAWATTIE SCHIZA, HELEN SCHIZAS, KIRK AWAD, VIVIAN SMALL, RUSSELL SMALL, HANNA	C
CB183097	2023/01/19	NO ASSGN RENT GEN <i>REMARKS: CB183096</i>		BALBOA INC.	LIFT CAPITAL INCORPORATED 2009931 ONTARIO INC. DHANDHARI, AMARNAUTH DHANDHARI, INDRAWATTIE SCHIZA, HELEN SCHIZAS, KIRK AWAD, VIVIAN SMALL, RUSSELL SMALL, HANNA	C

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

PROPERTY DESCRIPTION: LT 45 PL 12983 ST. MARY'S; SAULT STE. MARIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/11/21

OWNERS' NAMES
DSPLN INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2005/11/21 **						
RY12983	1905/10/05	PLAN SUBDIVISION				C
AL232702	2021/07/30	TRANSFER	\$140,000	DOWN, DANIEL JOSHUA	DSPLN INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AL235193	2021/09/10	CHARGE	\$316,000	DSPLN INC.	STIGTER, ARIS	C
AL235194	2021/09/10	NO ASSGN RENT GEN		DSPLN INC.	STIGTER, ARIS	C
REMARKS: AL235193.						
AL263530	2023/04/14	CHARGE	\$545,000	DSPLN INC.	LIFT CAPITAL INCORPORATED MATHEW B INVESTMENTS INC. IZO LOOK HOLDINGS INC. ATHANASE, DELPHINE TRAN, CUONG QUOC	C
AL263531	2023/04/14	NO ASSGN RENT GEN		DSPLN INC.	LIFT CAPITAL INCORPORATED MATHEW B INVESTMENTS INC. IZO LOOK HOLDINGS INC.	C

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

LAND
REGISTRY
OFFICE #1

31576-0171 (LT)

PREPARED FOR ALEXANDRA01
ON 2024/01/11 AT 13:03:25

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: AL263530					ATHANASE, DELPHINE TRAN, CUONG QUOC	

PROPERTY DESCRIPTION: PT LT 39-40 PL 7999 ST. MARY'S AS IN T380431; SAULT STE. MARIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/11/21

OWNERS' NAMES
DSPLN INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2005/11/21 **						
RY7999	1901/09/18	PLAN SUBDIVISION				C
AL249781	2022/06/15	TRANSFER	\$250,000	FERA, JOHN WILLIAM FERA, JUDI ANN	DSPLN INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AL249782	2022/06/15	CHARGE	\$200,000	DSPLN INC.	GARCIA FERNANDEZ, ANGELICA NATALY	C
AL249783	2022/06/15	NO ASSGN RENT GEN		DSPLN INC.	GARCIA FERNANDEZ, ANGELICA NATALY	C
REMARKS: AL249782.						
AL268503	2023/08/15	CHARGE	\$250,000	DSPLN INC.	RAJAKARUNA, GASTON	C
AL268504	2023/08/15	NO ASSGN RENT GEN		DSPLN INC.	RAJAKARUNA, GASTON	C
REMARKS: AL268503.						

PROPERTY DESCRIPTION: PT BLK 10 STEWART SURVEY OF KORAH BLOCKS KORAH AS IN T200718; SAULT STE. MARIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/08/22

OWNERS' NAMES

DSPLN INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2005/08/22 **						
T71602	1965/06/11	BYLAW				C
AL239831	2021/11/30	TRANSFER	\$195,000	BYCHKO, SHARON	DSPLN INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AL239832	2021/11/30	CHARGE	\$195,000	DSPLN INC.	PERKS, CHRISTOPHER PERKS, MIRIAM	C
AL239833	2021/11/30	NO ASSGN RENT GEN		DSPLN INC.	PERKS, CHRISTOPHER PERKS, MIRIAM	C
REMARKS: AL239832						
AL263429	2023/04/12	CHARGE	\$530,000	DSPLN INC.	LIFT CAPITAL INCORPORATED RATAUX, DELPHINE UNA GROUP INC. BANKS, KATIE SHARMA, UMA KONDIC, VESNA	C

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

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

LAND
 REGISTRY
 OFFICE #1

31581-0284 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AL263430	2023/04/12	NO ASSGN RENT GEN		DSPLN INC.	LIFT CAPITAL INCORPORATED RATAUX, DELPHINE UNA GROUP INC. BANKS, KATIE SHARMA, UMA KONDIC, VESNA	C
REMARKS: AL263429						

PROPERTY DESCRIPTION: LT 339 PL 1598 KORAH; PT LANE PL 1598 KORAH CLOSED BY T220708 PT 4 1R4905; S/T T221041, T224957E; SAULT STE. MARIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/08/22

OWNERS' NAMES
DSPLN INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2005/08/22 **						
J1598	1901/07/30	PLAN SUBDIVISION				C
T221041	1981/07/24	TRANSFER EASEMENT			BELL CANADA	C
1R4905	1982/01/05	PLAN REFERENCE				C
T224957E	1982/01/18	TRANSFER EASEMENT			THE CORPORATION OF THE CITY OF SAULT STE. MARIE	C
AL234048	2021/08/24	TRANSFER	\$173,000	MANNARINO, LUISA	DSPLN INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AL236607	2021/10/04	CHARGE	\$173,000	DSPLN INC.	TWARDY, STEVEN	C
AL236608	2021/10/04	NO ASSGN RENT GEN		DSPLN INC.	TWARDY, STEVEN	C
REMARKS: TO BE DELETED UPON THE DELETION OF AL236607						
AL249211	2022/06/03	CHARGE	\$560,000	DSPLN INC.	LIFT CAPITAL INCORPORATED COMPENSATION MATTERS INC. FOLINO, FRANK	C

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

LAND
 REGISTRY
 OFFICE #1

31609-0285 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AL249212	2022/06/03	NO ASSGN RENT GEN		DSPLN INC.	MIKUS, ANNA THEROUX, CHELSEA MANTAS, CHRIS JOHNSON, JANICE KIROLLOS, SHERENE PENGELLY, MICHAEL IZO LOOK HOLDINGS INC. LIFT CAPITAL INCORPORATED COMPENSATION MATTERS INC. FOLINO, FRANK MIKUS, ANNA THEROUX, CHELSEA MANTAS, CHRIS JOHNSON, JANICE KIROLLOS, SHERENE PENGELLY, MICHAEL IZO LOOK HOLDINGS INC.	C
		REMARKS: AL249211				
AL258237	2022/11/22	TRANSFER OF CHARGE		TWARDY, STEVEN	THE LIONS SHARE GROUP INC	C
		REMARKS: AL236607.				

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.

PROPERTY DESCRIPTION: PCL 6298 SEC WAT SRO; LT 277 PL M27S WHITNEY; CITY OF TIMMINS

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2004/05/25

OWNERS' NAMES
DSPLN INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CB167099	2021/08/20	TRANSFER	\$199,000	FERRIGAN, JASON FERRIGAN, JESSICA	DSPLN INC.	C
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>				
CB168605	2021/10/06	CHARGE	\$199,000	DSPLN INC.	PATHAK, ARUN PATHAK, RAMA	C
CB168606	2021/10/06	NO ASSGN RENT GEN		DSPLN INC.	PATHAK, ARUN PATHAK, RAMA	C
		<i>REMARKS: CB168605.</i>				
CB187971	2023/08/15	CHARGE	\$250,000	DSPLN INC.	RAJAKARUNA, GASTON	C
CB187972	2023/08/15	NO ASSGN RENT GEN		DSPLN INC.	RAJAKARUNA, GASTON	C
		<i>REMARKS: CB187971.</i>				

LAND
REGISTRY
OFFICE #6

65396-0081 (LT)

PAGE 1 OF 2
PREPARED FOR ALEXANDRA01
ON 2024/01/12 AT 10:20:05

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

PROPERTY DESCRIPTION: PCL 2195 SEC WAT SRO; LT 225 PL M20S TISDALE EXCEPTING CERTAIN INTERESTS TO THE ONTARIO NORTHLAND TRANSPORTATION COMMISSION IN ACCORDANCE WITH THE TERMS OF AN ORDER OF THE LIEUTENANT GOVERNOR IN COUNCIL DATED 1909/02/22; RESERVING THEREOUT ALL MINES, VEINS, SEAMS AND BEDS OF COAL, IRON, SILVER, GOLD AND OTHER MINERALS AND THE RIGHT TO PROSPECT MINE AND WORK THE SAME ACCORDING TO THE MINES ACT. PROVIDED THAT IF BY SUCH PROSPECTING, MINING OR WORKING ANY INJURY OR DAMAGE BE CAUSED TO THE SURFACE RIGHTS, ARTHUR B. BRODERICK, PHILIP D. ROSS THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS SHALL BE ENTITLED TO COMPENSATION THEREOF, THE AMOUNT OF SUCH COMPENSATION AND THE MANNER AND TIME OF PAYMENT THEREOF IN CASE THE PARTIES CANNOT AGREE TO BE DETERMINED BY ARBITRATION UNDER THE ARBITRATION ACT 9, EDWARD VII (ONTARIO) CHAP.35, WHICH COMPENSATION SHALL BE A SPECIAL LIEN OR CHARGE IN PRIORITY TO ALL OTHER LIENS AND CHARGES ON THE MINES, MINERALS AND MINING RIGHTS THEREBY RESERVED; CITY OF TIMMINS

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2004/06/21

OWNERS' NAMES
DSPLN INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CB173232	2022/03/08	TRANS PERSONAL REP REMARKS: PLANNING ACT STATEMENTS.	\$169,900	TSHUMA, CAROLINE	DSPLN INC.	C
CB173233	2022/03/08	CHARGE	\$152,910	DSPLN INC.	OLYMPIA TRUST COMPANY OLYMPIA TRUST COMPANY BLAKEY, DONNA	C
CB173234	2022/03/08	NO ASSGN RENT GEN REMARKS: CB173233.		DSPLN INC.	OLYMPIA TRUST COMPANY OLYMPIA TRUST COMPANY BLAKEY, DONNA	C
CB183094	2023/01/19	CHARGE	\$525,000	DSPLN INC.	LIFT CAPITAL INCORPORATED 2009931 ONTARIO INC. DHANDHARI, AMARNAUTH DHANDHARI, INDRAWATTIE SCHIZA, HELEN SCHIZAS, KIRK AWAD, VIVIAN SMALL, RUSSELL SMALL, HANNA	C
CB183095	2023/01/19	NO ASSGN RENT GEN		DSPLN INC.	LIFT CAPITAL INCORPORATED 2009931 ONTARIO INC. DHANDHARI, AMARNAUTH DHANDHARI, INDRAWATTIE SCHIZA, HELEN	C

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

LAND
 REGISTRY
 OFFICE #6

65396-0081 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: CB183094					SCHIZAS, KIRK AWAD, VIVIAN SMALL, RUSSELL SMALL, HANNA	

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 #6

65404-2278 (LT)

PAGE 1 OF 1
PREPARED FOR JPetrovic
ON 2024/01/03 AT 11:57:35

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

PROPERTY DESCRIPTION: PCL 2517 SEC WAT SRO; LT 58 PL M63T TISDALE RESERVING TO THE MONETA PORCUPINE MINES, LIMITED, ITS SUCCESSORS AND ASSIGNS, ALL ORES, MINES, MINERALS AND MINERAL RIGHTS ON, IN, OR UNDER THE SAID LAND, TOGETHER WITH THE RIGHT OF INGRESS, AND EGRESS TO THE SAID MONETA PORCUPINE MINES, LIMITED, ITS' SERVANTS, AGENTS AND WORKMEN TO AND FROM AND IN, ON OR UNDER THE SAID LANDS FOR THE PURPOSE OF EXPLORING FOR, WORKING, WINNING, GETTING AND REMOVING ANY ORE, MINES AND MINERALS, OR CARRYING ON ANY OPERATIONS IN CONNECTION THEREWITH, AND GENERALLY TO DO ALL OTHER ACTS AND THINGS NECESSARY OR PROPER FOR WORKING AND OBTAINING THE SAID ORES, MINES AND MINERALS. S/T REASONABLE COMPENSATION BEING PAID FOR ANY DAMAGE DONE IN THE COURSE OF THE SAID OPERATIONS TO THE PROPERTY OR RIGHTS OF THE OWNER FOR THE TIME BEING OF THE SURFACE RIGHTS ON THE SAID PROPERTY. ALSO RESERVING TO THE ONTARIO NORTHLAND TRANSPORTATION COMMISSION THE RIGHT TO CROSS SAID LAND AND TO LAY DOWN THEIR ROW 99 FT IN WIDTH ON AND OVER SAID LAND OR ANY PART THEREOF AS MAY HEREAFTER BE FOUND NECESSARY OR EXPEDIENT; SAID RESERVATION TO BE OF THE SURFACE RIGHTS ONLY IN ACCORDANCE WITH THE TERMS OF AN ORDER OF THE LIEUTENANT-GOVERNOR-IN-COUNCIL, DATED 22ND DAY OF FEBRUARY, A.D. 1909; CITY OF TIMMINS

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2004/06/21

OWNERS' NAMES

DSPLN INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CB42882	2008/06/09	CHARGE	\$86,000	CALDBICK, ANNETTE PELLETIER, ROGER	NATIONAL BANK OF CANADA	C
CB179939	2022/09/22	TRANSFER	\$300,000	PELLETIER, ROGER	DSPLN INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
CB180094	2022/09/28	CHARGE	\$240,000	DSPLN INC.	MIELE, DANIELA REGO, JEFFREY LUIS	C
CB180095	2022/09/28	NO ASSGN RENT GEN		DSPLN INC.	MIELE, DANIELA REGO, JEFFREY LUIS	C
REMARKS: CB180094						
CB182620	2022/12/22	CHARGE	\$500,000	DSPLN INC.	LIFT CAPITAL INCORPORATED KARA, SHAHIN TEJA, KARIM MIKUS, ANNA IZO LOOK HOLDINGS INC.	C
CB182621	2022/12/22	NO ASSGN RENT GEN		DSPLN INC.	LIFT CAPITAL INCORPORATED KARA, SHAHIN TEJA, KARIM MIKUS, ANNA IZO LOOK HOLDINGS INC.	C
REMARKS: CB182620						

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.

PROPERTY DESCRIPTION: PCL 3462 AND PCL 3223 SEC SES LT 153 PLAN M109 AND LT 152 PLAN M109 EXCEPT SLY 30 FT FROM FRONT TO REAR LT 152 PLAN M109, T/W LT55508; S/T AS IN 55508, NOW PCL 10081 SES CITY OF SUDBURY

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1993/04/05

OWNERS' NAMES
HAPPY GILMORE 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 1993/04/05 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1993/04/05**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</p>						
SD185259	2010/10/22	LR'S ORDER REMARKS: AMEND T/N BY ADDING 'T/W LT55508'		LAND REGISTRAR - SUDBURY #53		C
SD437005	2021/11/15	TRANSFER REMARKS: PLANNING ACT STATEMENTS.	\$220,000	GRIFFITH, CATHERINE GRIFFITH, JAYNE	HAPPY GILMORE INC.	C
SD440385	2021/12/24	CHARGE	\$570,000	HAPPY GILMORE INC.	MICHAEL BEKENDAM ENTERPRISES INC.	C
SD440386	2021/12/24	NO ASSGN RENT GEN REMARKS: SD440385.		HAPPY GILMORE INC.	MICHAEL BEKENDAM ENTERPRISES INC.	C
SD469443	2023/01/19	CHARGE	\$485,000	HAPPY GILMORE INC.	LIFT CAPITAL INCORPORATED 8964793 CANADA LTD. 2820022 ONTARIO INC. MCGREGOR, MARLA LOUISE DENTON, PAUL EDWARD ESCALADE GROUP INC.	C
SD469444	2023/01/19	NO ASSGN RENT GEN REMARKS: ASSIGNS SD469443		HAPPY GILMORE INC.	LIFT CAPITAL INCORPORATED 8964793 CANADA LTD. 2820022 ONTARIO INC. MCGREGOR, MARLA LOUISE DENTON, PAUL EDWARD ESCALADE GROUP INC.	C

PROPERTY DESCRIPTION: LT 68 PL 7666 KORAH; PT LT 67 PL 7666 KORAH AS IN T418565; SAULT STE. MARIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/08/22

OWNERS' NAMES
HAPPY GILMORE INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2005/08/22 **						
J7666	1913/06/07	PLAN SUBDIVISION				C
REMARKS: J7666 = PL 7666						
AL249325	2022/06/07	TRANSFER	\$197,500	PERNA, FRANK	HAPPY GILMORE INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AL249326	2022/06/07	CHARGE	\$145,000	HAPPY GILMORE INC.	OLYMPIA TRUST COMPANY	C
AL249327	2022/06/07	NO ASSGN RENT GEN		HAPPY GILMORE INC.	OLYMPIA TRUST COMPANY	C
REMARKS: AL249326.						
AL264835	2023/05/17	CHARGE	\$575,000	HAPPY GILMORE INC.	LIFT CAPITAL INCORPORATED MATHEW B INVESTMENTS INC. FOGGIA, MARCO HARMEZ, JAKLEEN TRANT, RYAN	C
AL264836	2023/05/17	NO ASSGN RENT GEN		HAPPY GILMORE INC.	LIFT CAPITAL INCORPORATED MATHEW B INVESTMENTS INC.	C

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

LAND
 REGISTRY
 OFFICE #1

31581-0193 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: AL264835.					FOGGIA, MARCO HARMEZ, JAKLEEN TRANT, RYAN	

PROPERTY DESCRIPTION: LT 514 PL 7602 KORAH; PT LT 515 PL 7602 KORAH AS IN T211911; SAULT STE. MARIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/08/22

OWNERS' NAMES
HAPPY GILMORE INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2005/08/22 **						
J7602	1913/05/13	PLAN SUBDIVISION				C
REMARKS: J7602 = PL7602						
AL242057	2022/01/19	TRANSFER	\$205,000	ROSMUS, BRIAN PAUL	HAPPY GILMORE INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AL264811	2023/05/17	CHARGE	\$160,000	HAPPY GILMORE INC.	1028332 ALBERTA INC.	C
AL264812	2023/05/17	NO ASSGN RENT GEN		HAPPY GILMORE INC.	1028332 ALBERTA INC.	C
REMARKS: AL264811						
AL264835	2023/05/17	CHARGE	\$575,000	HAPPY GILMORE INC.	LIFT CAPITAL INCORPORATED MATHEW B INVESTMENTS INC. FOGGIA, MARCO HARMEZ, JAKLEEN TRANT, RYAN	C
AL264836	2023/05/17	NO ASSGN RENT GEN		HAPPY GILMORE INC.	LIFT CAPITAL INCORPORATED MATHEW B INVESTMENTS INC.	C

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

LAND
 REGISTRY
 OFFICE #1

31585-0140 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: AL264835.					FOGGIA, MARCO HARMEZ, JAKLEEN TRANT, RYAN	

LAND
REGISTRY
OFFICE #6

65397-0795 (LT)

PAGE 1 OF 2
PREPARED FOR ALEXANDRA01
ON 2024/01/12 AT 10:32:06

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

PROPERTY DESCRIPTION: PCL 293 SEC WAT SRO; LT 28 PL M29S TISDALE RESERVING ALL MINES AND MINERALS IN OR UNDER THE SAID LANDS WITH FULL LIBERTY AND POWER AT ALL TIMES, TO ENTER SEARCH FOR GET AND CARRY AWAY THE SAME BY UNDERGROUND OR SURFACE WORKINGS AND TO SINK PITS AND SHAFTS ERECT WORKS AND DO ALL THINGS NECESSARY OR CONVENIENT FOR SAID PURPOSES INCLUDING POWER TO LET DOWN THE SURFACE WHETHER BUILT UPON OR NOT MAKING FROM TIME TO TIME NEVERTHELESS, REASONABLE AND ADEQUATE COMPENSATION FOR ALL DAMAGES THEREBY DONE OR OCCASIONED TO THE SAID LANDS AND ANY BUILDINGS THEREON.; CITY OF TIMMINS

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2004/05/25

OWNERS' NAMES
HAPPY GILMORE INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CB104667	2014/06/03	CHARGE	\$105,780	ANDERSON, JESSICA LEE DESILETS, MATTHIEU	COMMUNITY FIRST CREDIT UNION LIMITED	C
CB176416	2022/06/09	TRANSFER	\$135,000	ANDERSON, JESSICA LEE DESILETS, MATTHIEU	HAPPY GILMORE INC.	C
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>				
CB176417	2022/06/09	CHARGE	\$135,000	HAPPY GILMORE INC.	OLYMPIA TRUST COMPANY	C
CB176418	2022/06/09	NO ASSGN RENT GEN		HAPPY GILMORE INC.	OLYMPIA TRUST COMPANY	C
		<i>REMARKS: CB176417.</i>				
CB182339	2022/12/14	CHARGE	\$490,000	HAPPY GILMORE INC.	LIFT CAPITAL INCORPORATED 8964793 CANADA LTD. IZO LOOK HOLDINGS INC. SILVER ELEPHANT DESIGNS INC. WOLF MANAGEMENT INC. FARKAS LEGAL PROFESSIONAL CORPORATION 2576609 ONTARIO LTD.	C
CB182340	2022/12/14	NO ASSGN RENT GEN		HAPPY GILMORE INC.	LIFT CAPITAL INCORPORATED 8964793 CANADA LTD. IZO LOOK HOLDINGS INC. SILVER ELEPHANT DESIGNS INC. WOLF MANAGEMENT INC. FARKAS LEGAL PROFESSIONAL CORPORATION 2576609 ONTARIO LTD.	C
		<i>REMARKS: CB182339</i>				
CB187678	2023/08/02	TRANSFER OF CHARGE		OLYMPIA TRUST COMPANY	THE LIONS SHARE GROUP INC.	C

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

LAND
REGISTRY
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65397-0795 (LT)

PREPARED FOR ALEXANDRA01
ON 2024/01/12 AT 10:32:06

* 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
<i>REMARKS: CB176417.</i>						

LAND
REGISTRY
OFFICE #6

65402-0446 (LT)

PAGE 1 OF 1
PREPARED FOR JPetrovic
ON 2024/01/03 AT 11:41:29

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

PROPERTY DESCRIPTION: PCL 14204 SEC WAT SRO; LT 373 PL M59C TISDALE; PT LANE PL M59C TISDALE CLOSED BY C467437 PT 9, 6R6876; RESERVING TO THE ONTARIO NORTHLAND TRANSPORTATION COMMISSION THE RIGHT TO CROSS SAID LAND IN ACCORDANCE WITH THE TERMS OF AN ORDER OF THE LIEUTENANT-GOVERNOR IN COUNCIL, DATED 22ND FEBRUARY, 1909; CITY OF TIMMINS

PROPERTY REMARKS: CROWN GRANT SEE SWP2277.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE
RECENTLY: FIRST CONVERSION FROM BOOK

PIN CREATION DATE: 2004/05/25

OWNERS' NAMES: HAPPY GILMORE INC.
CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
6R6876	1996/08/13	PLAN REFERENCE				C
CB172253	2022/02/03	TRANSFER <i>REMARKS: PLANNING ACT STATEMENTS.</i>	\$197,500	BOUCHER, WENDY	HAPPY GILMORE INC.	C
CB172254	2022/02/03	CHARGE	\$114,000	HAPPY GILMORE INC.	OLYMPIA TRUST COMPANY	C
CB172255	2022/02/03	NO ASSGN RENT GEN <i>REMARKS: CB172254.</i>		HAPPY GILMORE INC.	OLYMPIA TRUST COMPANY	C
CB175079	2022/05/06	CHARGE	\$185,000	HAPPY GILMORE INC.	WOOLNER, BRUCE BRONSON, JENNIFER LIFT CAPITAL INCORPORATED	C
CB175080	2022/05/06	NO ASSGN RENT GEN		HAPPY GILMORE INC.	WOOLNER, BRUCE BRONSON, JENNIFER LIFT CAPITAL INCORPORATED	C
<i>REMARKS: NOTICE TO BE DELETED UPON DELETION OF CB175079</i>						

PROPERTY DESCRIPTION: PCL 2468 AND PCL 4879 SEC SES FIRSTLY LT 8 PLAN M53; SECONDLY LT 7 PLAN M53 CITY OF SUDBURY

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1993/04/05

OWNERS' NAMES
INTERLUDE 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 1993/04/05 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1993/04/05**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</p>						
LT773064	1993/11/16	NOTICE		ST. JEAN, ANGEL ROLLANDE ST. JEAN, RICHARD LOUIS	LUOMA, CATHERINE ALMA LUOMA, CLIFFORD	C
SD453498	2022/06/16	TRANSFER <i>REMARKS: PLANNING ACT STATEMENTS.</i>	\$225,000	DANIS, MAURICE PATRICK	INTERLUDE INC.	C
SD471070	2023/02/17	CHARGE	\$515,000	INTERLUDE INC.	LIFT CAPITAL INCORPORATED RICHARDSON, ELISABETTA SCHIZAS, KIRK 2009931 ONTARIO INC. RICHARDSON, CHRIS	C
SD471071	2023/02/17	NO ASSGN RENT GEN		INTERLUDE INC.	LIFT CAPITAL INCORPORATED RICHARDSON, ELISABETTA SCHIZAS, KIRK 2009931 ONTARIO INC. RICHARDSON, CHRIS	C
<i>REMARKS: SD471070</i>						

PROPERTY DESCRIPTION: PCL 1523 SEC WAT SRO; LT 1090 PL M9T TISDALE S/T RESERVATION IN S3231; CITY OF TIMMINS

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2004/06/21

OWNERS' NAMES
INTERLUDE INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CB174468	2022/04/20	TRANSFER REMARKS: PLANNING ACT STATEMENTS.	\$180,000	CORNELSEN, NOVA	INTERLUDE INC.	C
CB174469	2022/04/20	CHARGE	\$144,000	INTERLUDE INC.	KING, JANICE	C
CB174470	2022/04/20	NO ASSGN RENT GEN REMARKS: CB174469		INTERLUDE INC.	KING, JANICE	C
CB183701	2023/02/17	CHARGE	\$515,000	INTERLUDE INC.	LIFT CAPITAL INCORPORATED RICHARDSON, ELISABETTA SCHIZAS, KIRK 2009931 ONTARIO INC. RICHARDSON, CHRIS	C
CB183702	2023/02/17	NO ASSGN RENT GEN REMARKS: CB183701		INTERLUDE INC.	LIFT CAPITAL INCORPORATED RICHARDSON, ELISABETTA SCHIZAS, KIRK 2009931 ONTARIO INC. RICHARDSON, CHRIS	C

LAND
REGISTRY
OFFICE #53

02129-0232 (LT)

PAGE 1 OF 2
PREPARED FOR JPetrovic
ON 2024/01/03 AT 11:38:47

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

PROPERTY DESCRIPTION: PCL 12786 SEC SES PT LTS 709 AND 710 PLAN M100 COMM AT THE S WLY ANGLE OF SAID LT 710; THENCE NLY ALONG THE WLY BOUNDARIES OF SAID LTS 710 AND 709 A DISTANCE OF 66 FT MORE OR LESS TO THE N WLY ANGLE OF SAID LT 709; THENCE ELY ALONG THE NLY BOUNDARY OF SAID LT 709 A DISTANCE OF 120 FT MORE OR LESS TO THE N ELY ANGLE OF SAID LT 709; THENCE SLY ALONG THE ELY BOUNDARY OF SAID LT 709 A DISTANCE OF 9.55 FT TO A POINT; THENCE S WLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1935 FT AN ARC DISTANCE OF 94.6 FT MORE OR LESS TO POINT ON THE SLY BOUNDARY OF SAID LT 710 DISTANT 44.43 FT MEASURED ELY THEREON FROM THE S WLY ANGLE THEREOF; THENCE WLY ALONG THE SLY BOUNDARY OF SAID LT 710 A DISTANCE OF 44.43 FT MORE OR LESS TO THE POC, PLAN ATTACHED IN 72134 CITY OF SUDBURY

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1993/04/05

OWNERS' NAMES

MULTIVILLE 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 1993/04/05 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1993/04/05**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</p>						
LT0072134Z	1948/11/15	APL ANNEX REST COV				C
SD411264	2020/12/18	TRANSFER REMARKS: PLANNING ACT STATEMENTS.	\$226,000	ROCCA, RITA	MULTIVILLE INC.	C
SD411265	2020/12/18	CHARGE	\$180,800	MULTIVILLE INC.	GARCIA FERNANDEZ, ANGELICA NATALY	C
SD411266	2020/12/18	NO ASSGN RENT GEN REMARKS: SD411265		MULTIVILLE INC.	GARCIA FERNANDEZ, ANGELICA NATALY	C
SD435601	2021/10/28	NO SEC INTEREST	\$9,600	2035881 ONTARIO INC.		C
SD452284	2022/06/01	CHARGE	\$650,000	MULTIVILLE INC.	LIFT CAPITAL INCORPORATED DGSAGE INC. SHARMA, ANURAG SHARMA, CHARU KIYORKIS, BERJITA FARKAS, DEZSO SZEKELY, JORDAN FARKAS, LINDA BARNES, MONIQUE	C
SD452285	2022/06/01	NO ASSGN RENT GEN		MULTIVILLE INC.	LIFT CAPITAL INCORPORATED DGSAGE INC. SHARMA, ANURAG	C

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

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

LAND
 REGISTRY
 OFFICE #53

02129-0232 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: SD452284					SHARMA, CHARU KIYORKIS, BERJITA FARKAS, DEZSO SZEKELY, JORDAN FARKAS, LINDA BARNES, MONIQUE	

LAND
REGISTRY
OFFICE #1

31544-0167 (LT)

PREPARED FOR ALEXANDRA01
ON 2024/01/11 AT 12:53:17

* 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
AL249081	2022/06/02	NO ASSGN RENT GEN		MULTIVILLE INC.	SZEKELY, JORDAN FARKAS, LINDA BARNES, MONIQUE LIFT CAPITAL INCORPORATED DGSAGE INC. SHARMA, ANURAG SHARMA, CHARU KIYORKIS, BERJITA FARKAS, DEZSO SZEKELY, JORDAN FARKAS, LINDA BARNES, MONIQUE	C
		REMARKS: AL249080				
AL254125	2022/09/01	TRANSFER OF CHARGE		RENZONE, MICHELE	WILSON-FIOR, ELAINE FIOR, LUIGI	C
		REMARKS: AL231355.				

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.

PROPERTY DESCRIPTION: LT 187 PL 7602 KORAH; PT LT 186 PL 7602 KORAH AS IN T123713; SAULT STE. MARIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/08/22

OWNERS' NAMES
MULTIVILLE INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2005/08/22 **						
J7602	1913/05/13	PLAN SUBDIVISION				C
REMARKS: J7602 = PL7602						
AL233641	2021/08/17	TRANSFER	\$175,000	HANCHUCK, CONSTANCE KATHLEEN	MULTIVILLE INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AL240310	2021/12/09	CHARGE	\$175,000	MULTIVILLE INC.	PERKS, CHRISTOPHER PERKS, MIRIAM	C
AL240311	2021/12/09	NO ASSGN RENT GEN		MULTIVILLE INC.	PERKS, CHRISTOPHER PERKS, MIRIAM	C
REMARKS: AL240310						
AL267986	2023/08/02	CHARGE	\$423,500	MULTIVILLE INC.	NGUYEN, MINH TAM HOANG	C
AL267987	2023/08/02	NO ASSGN RENT GEN		MULTIVILLE INC.	NGUYEN, MINH TAM HOANG	C
REMARKS: AL267986						

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.

PROPERTY DESCRIPTION: PT LANE PL 7602 KORAH CLOSED BY T114506 AS IN T123884; SAULT STE. MARIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/08/22

OWNERS' NAMES
MULTIVILLE INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2005/08/22 **						
J7602	1913/05/13	PLAN SUBDIVISION				C
REMARKS: J7602 = PL7602						
AL233641	2021/08/17	TRANSFER	\$175,000	HANCHUCK, CONSTANCE KATHLEEN	MULTIVILLE INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AL240310	2021/12/09	CHARGE	\$175,000	MULTIVILLE INC.	PERKS, CHRISTOPHER PERKS, MIRIAM	C
AL240311	2021/12/09	NO ASSGN RENT GEN		MULTIVILLE INC.	PERKS, CHRISTOPHER PERKS, MIRIAM	C
REMARKS: AL240310						
AL267986	2023/08/02	CHARGE	\$423,500	MULTIVILLE INC.	NGUYEN, MINH TAM HOANG	C
AL267987	2023/08/02	NO ASSGN RENT GEN		MULTIVILLE INC.	NGUYEN, MINH TAM HOANG	C
REMARKS: AL267986						

PROPERTY DESCRIPTION: PCL 4855 SEC WAT SRO; LT 97 PL M15C TISDALE; CITY OF TIMMINS

PROPERTY REMARKS: PLANNING ACT STATEMENT IN C467802.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE
RECENTLY: FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2004/05/25

OWNERS' NAMES: MULTIVILLE INC.
CAPACITY SHARE: ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CB33198	2007/08/17	CHARGE	\$169,695	LARIVIERE, LISA PROZEE, ALEXANDER	BRIDGEWATER BANK	C
CB89082	2012/10/11	TRANSFER OF CHARGE <i>REMARKS: CB33198.</i>		BRIDGEWATER BANK	COMPUTERSHARE TRUST COMPANY OF CANADA	C
CB164136	2021/05/25	TRANSFER <i>REMARKS: PLANNING ACT STATEMENTS.</i>	\$220,000	LARIVIERE, LISA PROZEE, ALEXANDER	MULTIVILLE INC.	C
CB164137	2021/05/25	CHARGE	\$198,483	MULTIVILLE INC.	COMMUNITY TRUST COMPANY	C
CB164138	2021/05/25	NO ASSGN RENT GEN <i>REMARKS: NOTICE TO BE DELETED UPON DELETION OF CB164137</i>		MULTIVILLE INC.	COMMUNITY TRUST COMPANY	C
CB168618	2021/10/06	CHARGE	\$215,000	MULTIVILLE INC.	LIFT CAPITAL INCORPORATED PENGELLY, MICHAEL MANTAS, CHRIS SHARMA, MANU	C
CB168619	2021/10/06	NO ASSGN RENT GEN <i>REMARKS: CB168618</i>		MULTIVILLE INC.	LIFT CAPITAL INCORPORATED PENGELLY, MICHAEL MANTAS, CHRIS SHARMA, MANU	C
CB177231	2022/07/04	TRANSFER OF CHARGE <i>REMARKS: CB164137.</i>		COMMUNITY TRUST COMPANY	OLYMPIA TRUST COMPANY	C
CB190685	2023/11/29	TRANSFER OF CHARGE <i>REMARKS: CB164137.</i>		OLYMPIA TRUST COMPANY	THE LIONS SHARE GROUP INC.	C

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

PROPERTY DESCRIPTION: PCL 2753 SEC WAT SRO; LT 102 PL M52T TISDALE; S1/2 LT 103 PL M52T TISDALE ; S/T C2447; CITY OF TIMMINS

PROPERTY REMARKS: CROWN GRANT SEE TP1485, TP1486.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE
RECENTLY: FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2004/05/25

OWNERS' NAMES: MULTIVILLE INC.
CAPACITY SHARE: ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CB164716	2021/06/09	TRANS PERSONAL REP	\$115,000	JOHNSTONE, JO-ANNE FLEURY, CARLA	MULTIVILLE INC.	C
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>				
CB165843	2021/07/13	CHARGE	\$75,500	MULTIVILLE INC.	OLYMPIA TRUST COMPANY	C
CB165844	2021/07/13	NO ASSGN RENT GEN		MULTIVILLE INC.	OLYMPIA TRUST COMPANY	C
		<i>REMARKS: CB165843</i>				
CB181076	2022/10/28	CHARGE	\$400,000	MULTIVILLE INC.	LIFT CAPITAL INCORPORATED MOFFATT, DANIELA SZEKELY, KENNETH BANKS, KATIE MCGREGOR, MARLA LOUISE DENTON, PAUL EDWARD CHIRICHIELLO, JULIANA MARIA	C
CB181077	2022/10/28	NO ASSGN RENT GEN		MULTIVILLE INC.	LIFT CAPITAL INCORPORATED MOFFATT, DANIELA SZEKELY, KENNETH BANKS, KATIE MCGREGOR, MARLA LOUISE DENTON, PAUL EDWARD CHIRICHIELLO, JULIANA MARIA	C
		<i>REMARKS: CB181076.</i>				

PROPERTY DESCRIPTION: PCL 6675 SEC SEC SRO; LT 29 PL M45C MOUNTJOY RESERVING TO THE ONTARIO NORTHLAND TRANSPORTATION COMMISSION THE RIGHT TO CROSS SAID LAND IN ACCORDANCE WITH THE TERMS OF AN ORDER OF THE LIEUTENANT-GOVERNOR IN COUNCIL, DATED THE 22ND FEBRUARY, 1909; CITY OF TIMMINS

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2004/09/20

OWNERS' NAMES

MULTIVILLE INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CB163553	2021/05/03	TRANSFER	\$126,000	MYLVAGANAM, SIVAPATHAN	MULTIVILLE INC.	C
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>				
CB163554	2021/05/03	CHARGE	\$103,200	MULTIVILLE INC.	SMITH, DENISE MICHELLE	C
CB167804	2021/09/13	NO ASSGN RENT GEN		MULTIVILLE INC.	SMITH, DENISE MICHELLE	C
		<i>REMARKS: CB163554.</i>				
CB176161	2022/06/01	CHARGE	\$650,000	MULTIVILLE INC.	LIFT CAPITAL INCORPORATED DGSAGE INC. SHARMA, ANURAG SHARMA, CHARU KIYORKIS, BERJITA FARKAS, DEZSO SZEKELY, JORDAN FARKAS, LINDA BARNES, MONIQUE	C
CB176162	2022/06/01	NO ASSGN RENT GEN		MULTIVILLE INC.	LIFT CAPITAL INCORPORATED DGSAGE INC. SHARMA, ANURAG SHARMA, CHARU KIYORKIS, BERJITA FARKAS, DEZSO SZEKELY, JORDAN FARKAS, LINDA BARNES, MONIQUE	C
		<i>REMARKS: CB176161</i>				

PROPERTY DESCRIPTION: PCL 37533 SEC SES SRO LT 2, PLAN M930 SUBJECT TO 292211 CITY OF SUDBURY

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1993/04/05

OWNERS' NAMES
THE PINK FLAMINGO 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 1993/04/05 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1993/04/05**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</p>						
LT292209	1970/11/18	NOTICE		METROPOLITAN CONSULTANTS LIMITED BODMIN INVESTMENTS LIMITED	THE INTERNATIONAL NICKEL COMPANY OF CANADA, LIMITED	C
<p>CORRECTIONS: 'PARTY: METROPOLITAN CONSULTANTS LIMITED' ADDED ON 1996/04/19 BY WALTER ZAVERUCHA. 'PARTY: BODMIN INVESTMENTS LIMITED' ADDED ON 1996/04/19 BY WALTER ZAVERUCHA. 'PARTY: THE INTERNATIONAL NICKEL COMPANY OF CANADA, LIMITED' ADDED ON 1996/04/19 BY WALTER ZAVERUCHA.</p>						
LT292211	1970/11/18	TRANSFER EASEMENT			THE CORPORATION OF THE CITY OF SUDBURY	C
LT699008	1991/02/15	NOTICE				C
SD412988	2021/01/19	TRANSFER	\$117,500	VILLENEUVE, GARY	THE PINK FLAMINGO INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
SD412989	2021/01/19	CHARGE	\$105,750	THE PINK FLAMINGO INC.	TRUONG, KHANH TRUONG, ZEN	C
SD412990	2021/01/19	NO ASSGN RENT GEN		THE PINK FLAMINGO INC.	TRUONG, KHANH TRUONG, ZEN	C
REMARKS: RENTS SD412989						
SD452477	2022/06/03	CHARGE	\$560,000	THE PINK FLAMINGO INC.	LIFT CAPITAL INCORPORATED COMPENSATION MATTERS INC. FOLINO, FRANK MIKUS, ANNA THEROUX, CHELSEA MANTAS, CHRIS JOHNSON, JANICE KIROLLOS, SHERENE PENGELLY, MICHAEL IZO LOOK HOLDINGS INC.	C

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

LAND
REGISTRY
OFFICE #53

02127-0181 (LT)

PREPARED FOR ALEXANDRA01
ON 2024/01/12 AT 11:10:00

* 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
SD452478	2022/06/03	NO ASSGN RENT GEN		THE PINK FLAMINGO INC.	LIFT CAPITAL INCORPORATED COMPENSATION MATTERS INC. FOLINO, FRANK MIKUS, ANNA THEROUX, CHELSEA MANTAS, CHRIS JOHNSON, JANICE KIROLLOS, SHERENE PENGELLY, MICHAEL IZO LOOK HOLDINGS INC.	C
		<i>REMARKS: SD452477</i>				
SD483013	2023/09/06	CERTIFICATE	\$3,623	CITY OF GREATER SUDBURY		C

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

PROPERTY DESCRIPTION: LT 72 PL 8454 ST. MARY'S; SAULT STE. MARIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/11/21

OWNERS' NAMES
THE PINK FLAMINGO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2005/11/21 **						
RY8454	1901/12/31	PLAN SUBDIVISION				C
REMARKS: PL8454=RY8454						
AL226977	2021/04/26	TRANSFER	\$130,000	ROGERS, WILLIAM JAMES MICHAEL DAIGLE, SARAH FRANCES ELIZABETH	THE PINK FLAMINGO INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AL226978	2021/04/26	CHARGE	\$104,000	THE PINK FLAMINGO INC.	COMMUNITY TRUST COMPANY	C
AL226979	2021/04/26	NO ASSGN RENT GEN		THE PINK FLAMINGO INC.	COMMUNITY TRUST COMPANY	C
REMARKS: AL226978						
AL243511	2022/02/16	TRANSFER OF CHARGE		COMMUNITY TRUST COMPANY	OLYMPIA TRUST COMPANY	C
REMARKS: AL226978						
AL267325	2023/07/20	CHARGE	\$136,000	THE PINK FLAMINGO INC.	RAJAKARUNA, GASTON	C
AL267326	2023/07/20	NO ASSGN RENT GEN		THE PINK FLAMINGO INC.	RAJAKARUNA, GASTON	C
REMARKS: AL267325						

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.

PROPERTY DESCRIPTION: LT 87 RCP H732 TARENTORUS; SAULT STE. MARIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/09/26

OWNERS' NAMES
THE PINK FLAMINGO INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2005/09/26 **						
T71602	1965/06/11	BYLAW				C
AL225561	2021/03/26	TRANSFER	\$150,000	ROESS, PETER DAVID	THE PINK FLAMINGO INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AL225562	2021/03/26	CHARGE	\$150,000	THE PINK FLAMINGO INC.	THE LION'S SHARE GROUP INC.	C
AL225563	2021/03/26	NO ASSGN RENT GEN		THE PINK FLAMINGO INC.	THE LION'S SHARE GROUP INC.	C
REMARKS: AL225562						
AL228415	2021/05/21	TRANSFER OF CHARGE		THE LION'S SHARE GROUP INC.	THE LION'S SHARE GROUP INC. ELDEBS, MICHEL ABI GHANEM, SOUHEIL BESCO, SCOTT	C
REMARKS: AL225562.						
AL228416	2021/05/21	NO ASSGN RENT GEN		OLYMPIA TRUST COMPANY	THE LION'S SHARE GROUP INC. ELDEBS, MICHEL ABI GHANEM, SOUHEIL	C

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

LAND
REGISTRY
OFFICE #1

31553-0020 (LT)

PREPARED FOR JPetrovic
ON 2024/01/03 AT 11:20:15

* 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
AL246365	2022/04/14	NOTICE	\$2	OLYMPIA TRUST COMPANY	BESCO, SCOTT THE LION'S SHARE GROUP INC. ELDEBS, MICHEL ABI GHANEM, SOUHEIL BESCO, SCOTT	C
AL257040	2022/10/28	CHARGE	\$400,000	THE PINK FLAMINGO INC.	LIFT CAPITAL INCORPORATED MOFFATT, DANIELA SZEKELY, KENNETH BANKS, KATIE MCGREGOR, MARLA LOUISE DENTON, PAUL EDWARD CHIRICHIELLO, JULIANA MARIA	C
AL257041	2022/10/28	NO ASSGN RENT GEN		THE PINK FLAMINGO INC.	LIFT CAPITAL INCORPORATED MOFFATT, DANIELA SZEKELY, KENNETH BANKS, KATIE MCGREGOR, MARLA LOUISE DENTON, PAUL EDWARD CHIRICHIELLO, JULIANA MARIA	C

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

PROPERTY DESCRIPTION: LT 212 PL 1489 KORAH; SAULT STE. MARIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/09/26

OWNERS' NAMES
THE PINK FLAMINGO INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2005/09/26 **						
J1489	1901/05/13	PLAN SUBDIVISION				C
REMARKS: J1489=PL1489						
T380176	1996/10/10	DEPOSIT				C
AL225068	2021/03/16	TRANSFER	\$165,000	ODBER, VELMA DOREEN	THE PINK FLAMINGO INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AL225069	2021/03/16	CHARGE	\$148,500	THE PINK FLAMINGO INC	OLYMPIA TRUST COMPANY	C
AL225070	2021/03/16	NO ASSGN RENT GEN		THE PINK FLAMINGO INC.	OLYMPIA TRUST COMPANY	C
REMARKS: AL225069.						
AL263532	2023/04/14	CHARGE	\$545,000	THE PINK FLAMINGO INC.	LIFT CAPITAL INCORPORATED MATTHEW B INVESTMENTS INC. IZO LOOK HOLDINGS INC. ATHANASE, DELPHINE TRAN, CUONG QUOC	C

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

LAND
REGISTRY
OFFICE #1

31571-0212 (LT)

PAGE 2 OF 2
PREPARED FOR ALEXANDRA01
ON 2024/01/15 AT 15:32:04

* 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
AL263533	2023/04/14	NO ASSGN RENT GEN		THE PINK FLAMINGO INC.	LIFT CAPITAL INCORPORATED MATTHEW B INVESTMENTS INC. IZO LOOK HOLDINGS INC. ATHANASE, DELPHINE TRAN, CUONG QUOC	C
REMARKS: AL263532						

PROPERTY DESCRIPTION: PT LT 79-80 PL 727 KORAH AS IN T253133; SAULT STE. MARIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/09/26

OWNERS' NAMES
THE PINK FLAMINGO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2005/09/26 **						
J727	1895/09/19	PLAN SUBDIVISION				C
AL227398	2021/05/03	TRANSFER	\$105,000	SUMMERS, STEPHEN	THE PINK FLAMINGO INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AL263631	2023/04/18	CHARGE	\$127,000	THE PINK FLAMINGO INC.	OLYMPIA TRUST COMPANY	C
AL263632	2023/04/18	NO ASSGN RENT GEN		THE PINK FLAMINGO INC.	OLYMPIA TRUST COMPANY	C
REMARKS: AL263631						
AL267657	2023/07/28	CHARGE	\$539,500	THE PINK FLAMINGO INC.	TOPP, CAMERON DAVID	C
AL267658	2023/07/28	NO ASSGN RENT GEN		THE PINK FLAMINGO INC.	TOPP, CAMERON DAVID	C
REMARKS: AL267657						

LAND
REGISTRY
OFFICE #6

65422-0136 (LT)

PAGE 1 OF 2
PREPARED FOR JPetrovic
ON 2024/01/03 AT 11:15:46

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

PROPERTY DESCRIPTION: PCL 3462 SEC SEC SRO; LT 10 PL M64T MOUNTJOY RESERVING TO THE ONTARIO NORTHLAND TRANSPORTATION COMMISSION THE RIGHT TO CROSS SAID LANDS AND TO LAY DOWN THEIR RIGHT OF WAY NINETY-NINE FEET IN WIDTH ON AND OVER SAID LANDS OR ANY PART THEREOF AS MAY HEREAFTER BE FOUND NECESSARY OR EXPEDIENT; SAID RESERVATION TO BE OF THE SURFACE RIGHTS ONLY IN ACCORDANCE WITH THE TERMS OF AN ORDER OF OUR LIEUTENANT-GOVERNOR-IN-COUNCIL, DATED 22ND FEBRUARY, 1909; RESERVING UNTO THE MATTAGAMI COMPANY LIMITED, ALL MINES AND MINERALS, IN, OR UNDER THE SAID LANDS WITH FULL LIBERTY AND POWER AT ALL TIMES TO ENTER, SEARCH FOR, GET AND CARRY AWAY THE SAME BY UNDERGROUND OR SURFACE WORKINGS AND TO SINK PITS AND SHAFTS, ERECT WORKS AND DO ALL THINGS NECESSARY OR CONVENIENT FOR THE SAID PURPOSES INCLUDING POWER TO LET DOWN THE SURFACE WHETHER BUILT UPON OR NOT MAKING FROM TIME TO TIME NEVERTHELESS REASONABLE AND ADEQUATE COMPENSATION FOR ALL DAMAGES THEREBY DONE OR OCCASIONED TO SAID LANDS AND ANY BUILDINGS THEREON.; CITY OF TIMMINS

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2004/06/21

OWNERS' NAMES
THE PINK FLAMINGO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CB129140	2017/01/25	NO SEC INTEREST	\$6,600	2035881 ONTARIO INC.		C
CB164201	2021/05/26	TRANSFER <i>REMARKS: PLANNING ACT STATEMENTS.</i>	\$120,000	GERVAIS, CORY	THE PINK FLAMINGO INC.	C
CB165394	2021/06/29	CHARGE	\$96,000	THE PINK FLAMINGO INC.	OLYMPIA TRUST COMPANY	C
CB165395	2021/06/29	NO ASSGN RENT GEN <i>REMARKS: TO BE DELETED UPON THE DELETION OF CB165394</i>		THE PINK FLAMINGO INC.	OLYMPIA TRUST COMPANY	C
CB176262	2022/06/03	CHARGE	\$560,000	THE PINK FLAMINGO INC.	LIFT CAPITAL INCORPORATED COMPENSATION MATTERS INC. FOLINO, FRANK MIKUS, ANNA THEROUX, CHELSEA MANTAS, CHRIS JOHNSON, JANICE KIROLLOS, SHERENE PENGELLY, MICHAEL IZO LOOK HOLDINGS INC.	C
CB176263	2022/06/03	NO ASSGN RENT GEN		THE PINK FLAMINGO INC.	LIFT CAPITAL INCORPORATED COMPENSATION MATTERS INC. FOLINO, FRANK MIKUS, ANNA THEROUX, CHELSEA MANTAS, CHRIS	C

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

LAND
REGISTRY
OFFICE #6

65422-0136 (LT)

PREPARED FOR JPetrovic
ON 2024/01/03 AT 11:15:46

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: CBI76262					JOHNSON, JANICE KIROLLOS, SHERENE PENGELLY, MICHAEL IZO LOOK HOLDINGS INC.	

PROPERTY DESCRIPTION: LT 74 PL M70A NORMAN; CITY OF GREATER SUDBURY

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
CONSOLIDATION FROM 73521-0143, 73521-0301

PIN CREATION DATE:
2012/07/30

OWNERS' NAMES
THE PINK FLAMINGO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
SD417853	2021/03/26	TRANSFER <i>REMARKS: PLANNING ACT STATEMENTS.</i>	\$125,000	LEGAULT, JAMIE-LYNN	THE PINK FLAMINGO INC.	C
SD417854	2021/03/26	CHARGE	\$125,000	THE PINK FLAMINGO INC.	BINTSIS, POLITIMY	C
SD417855	2021/03/26	NO ASSGN RENT GEN <i>REMARKS: SD417854</i>		THE PINK FLAMINGO INC.	BINTSIS, POLITIMY	C
SD463967	2022/10/28	CHARGE	\$400,000	THE PINK FLAMINGO INC.	LIFT CAPITAL INCORPORATED MOFFATT, DANIELA SZEKELY, KENNETH BANKS, KATIE MCGREGOR, MARLA LOUISE DENTON, PAUL EDWARD CHIRICHIELLO, JULIANA MARIA	C
SD463968	2022/10/28	NO ASSGN RENT GEN <i>REMARKS: SD463967.</i>		THE PINK FLAMINGO INC.	LIFT CAPITAL INCORPORATED MOFFATT, DANIELA SZEKELY, KENNETH BANKS, KATIE MCGREGOR, MARLA LOUISE DENTON, PAUL EDWARD CHIRICHIELLO, JULIANA MARIA	C

TAB K

THIS IS **EXHIBIT "K"** REFERRED TO IN THE AFFIDAVIT
OF ROBERT CLARK, SWORN BEFORE ME
THIS 23RD DAY OF JANUARY, 2024.

Joshua Foster

JOSHUA FOSTER

A Commissioner for taking Affidavits
(or as may be)

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: BALBOA INC.

FILE CURRENCY: December 20, 2023

RESPONSE CONTAINS: APPROXIMATELY 11 FAMILIES and 20 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: BALBOA INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 11 ENQUIRY PAGE : 1 OF 20

SEARCH : BD : BALBOA INC.

00 FILE NUMBER : 784505043 EXPIRY DATE : 30JUN 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220630 1541 1590 9701 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: BALBOA INC.
OCN :
04 ADDRESS : 443 PARKSIDE DRIVE
CITY : WATERDOWN PROV: ON POSTAL CODE: L8B 0Y6
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
OLYMPIA TRUST COMPANY
09 ADDRESS : PO BOX 2581, STN CENTRAL
CITY : CALGARY PROV: AB POSTAL CODE: T2P 1C8
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 NOTICE OF ASSIGNMENT OF RENTS - GENERAL DATED JUNE 27, 2022 SECURING
14 THE SECURED PARTY'S INTEREST IN THE RENTS OF LANDS OWNED BY THE
15 DEBTOR.
16 AGENT: MHN LAWYERS LLP
17 ADDRESS : 39 COLBORNE STREET NORTH
CITY : SIMCOE PROV: ON POSTAL CODE: N3Y 4N5

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: BALBOA INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 11 ENQUIRY PAGE : 2 OF 20

SEARCH : BD : BALBOA INC.

00 FILE NUMBER : 784505061 EXPIRY DATE : 30JUN 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220630 1541 1590 9702 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: BALBOA INC.
OCN :
04 ADDRESS : 443 PARKSIDE DRIVE
CITY : WATERDOWN PROV: ON POSTAL CODE: L8B 0Y6
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
OLYMPIA TRUST COMPANY
09 ADDRESS : PO BOX 2581, STN CENTRAL
CITY : CALGARY PROV: AB POSTAL CODE: T2P 1C8
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X 225000 27JUN2027
YEAR MAKE MODEL V.I.N.

11
12

GENERAL COLLATERAL DESCRIPTION

13 PPSA REGISTRATON PURSUANT TO A GENERAL SECURITY AGREEMENT EXECUTED
14 JUNE 27, 2022.

15

16 AGENT: MHN LAWYERS LLP

17 ADDRESS : 39 COLBORNE STREET NORTH
CITY : SIMCOE PROV: ON POSTAL CODE: N3Y 4N5

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: BALBOA INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 11 ENQUIRY PAGE : 3 OF 20

SEARCH : BD : BALBOA INC.

00 FILE NUMBER : 784788174 EXPIRY DATE : 11JUL 2027 STATUS :
01 CAUTION FILING : X PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220711 1658 5064 5343 REG TYP: P PPSA REG PERIOD: 05
02 IND DOB : 18APR1991 IND NAME: ARUBA BUTT
03 BUS NAME:
OCN :
04 ADDRESS : 394 APPLEBY LANE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME: BALBOA INC.
OCN :
07 ADDRESS : 394 APPLEBY LANE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8

08 SECURED PARTY/LIEN CLAIMANT :
JOANNE UPWARD AND TONY MAURICE MOORE
09 ADDRESS : 465 BLACK LAKE ROAD
CITY : LIVELY PROV: ON POSTAL CODE: P3Y 1H8
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X 280000 X
YEAR MAKE MODEL V.I.N.

11
12
GENERAL COLLATERAL DESCRIPTION
13 GENERAL SECURITY AGREEMENT
14
15
16 AGENT: ESC CORPORATE SERVICES LTD.
17 ADDRESS : 445 KING STREET WEST, SUITE 400
CITY : TORONTO PROV: ON POSTAL CODE: M5V 1K4

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: BALBOA INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 11 ENQUIRY PAGE : 4 OF 20

SEARCH : BD : BALBOA INC.

00 FILE NUMBER : 786123162 EXPIRY DATE : 25AUG 2025 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220825 1136 5064 9584 REG TYP: P PPSA REG PERIOD: 03
02 IND DOB : IND NAME:
03 BUS NAME: BALBOA INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
2384805 ONTARIO INC.
09 ADDRESS : 28 MEADOWCREEK LANE
CITY : CAMBRIDGE PROV: ON POSTAL CODE: N3H 4R8
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X 263200
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 NOTICE OF ASSIGNMENT OF RENTS AND GENERAL SECURITY AGREEMENT OVER 295

14 VAN HORNE ST., SUDBURY ON

15

16 AGENT: ESC CORPORATE SERVICES LTD.

17 ADDRESS : 445 KING STREET WEST, SUITE 400

CITY : TORONTO PROV: ON POSTAL CODE: M5V 1K4

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: BALBOA INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 11 ENQUIRY PAGE : 5 OF 20

SEARCH : BD : BALBOA INC.

00 FILE NUMBER : 786256164 EXPIRY DATE : 30AUG 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20220830 1225 1590 7967 REG TYP: P PPSA REG PERIOD: 2
02 IND DOB : IND NAME:
03 BUS NAME: BALBOA INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
OLYMPIA TRUST COMPANY
09 ADDRESS : PO BOX 2581, STN CENTRAL
CITY : CALGARY PROV: AB POSTAL CODE: T2P 1C8
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 SECURITY GRANTED PURSUANT TO A GENERAL SECURITY AGREEMENT BETWEEN
14 BALBOA INC., AS DEBTOR, AND OLYMPIA TRUST COMPANY, AS SECURED PARTY,
15 AS AMENDED FROM TIME TO TIME AND INCLUDING ANY ANNEX, SUPPLEMENT OR
16 AGENT: SISKINDS LLP
17 ADDRESS : 1 -275 DUNDAS ST
CITY : LONDON PROV: ON POSTAL CODE: N6B 3L1

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: BALBOA INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 11 ENQUIRY PAGE : 6 OF 20

SEARCH : BD : BALBOA INC.

00 FILE NUMBER : 786256164 EXPIRY DATE : 30AUG 2024 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20220830 1225 1590 7967 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 SCHEDULE THERETO.
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: BALBOA INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 6 OF 11 ENQUIRY PAGE : 7 OF 20

SEARCH : BD : BALBOA INC.

00 FILE NUMBER : 786442149 EXPIRY DATE : 06SEP 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20220906 1046 1590 8777 REG TYP: P PPSA REG PERIOD: 2
02 IND DOB : IND NAME:
03 BUS NAME: BALBOA INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
OLYMPIA TRUST COMPANY
09 ADDRESS : PO BOX 2581, STN CENTRAL
CITY : CALGARY PROV: AB POSTAL CODE: T2P 1C8
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 SECURITY GRANTED PURSUANT TO A GENERAL ASSIGNMENT OF RENTS BETWEEN
14 BALBOA INC., AS ASSIGNOR, AND OLYMPIA TRUST COMPANY, AS CHARGE, AS
15 AMENDED FROM TIME TO TIME AND INCLUDING ANY ANNEX, SUPPLEMENT OR
16 AGENT: SISKINDS LLP
17 ADDRESS : 1 - 275 DUNDAS STREET
CITY : LONDON PROV: ON POSTAL CODE: N6B 3L1

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: BALBOA INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 6 OF 11 ENQUIRY PAGE : 8 OF 20

SEARCH : BD : BALBOA INC.

00 FILE NUMBER : 786442149 EXPIRY DATE : 06SEP 2024 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20220906 1046 1590 8777 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 SCHEDULE THERETO.
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: BALBOA INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 7 OF 11 ENQUIRY PAGE : 9 OF 20

SEARCH : BD : BALBOA INC.

00 FILE NUMBER : 786466233 EXPIRY DATE : 07SEP 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 4 MV SCHEDULE ATTACHED :
REG NUM : 20220907 0803 1590 8953 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: BALBOA INC.
OCN : 100005289
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

RACHEL WILKINS

09 ADDRESS : 7 ROCKHAVEN LANE

CITY : WATERDOWN PROV: ON POSTAL CODE: L8B 0H7
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 ALL NOW OWNED OR HEREAFTER OWNED OR ACQUIRED BY OR ON BEHALF OF
14 DEBTOR OR IN WHICH THE DEBTOR HAS ANY RIGHT, TITLE OR INTEREST
15 PERSONAL PROPERTY OF THE DEBTOR INCLUDING WITHOUT LIMITATION THE
16 AGENT: ANDREA PARLIAMENT
17 ADDRESS : 101-2289 FAIRVIEW
CITY : BURLINGTON PROV: ON POSTAL CODE: L7R 2E3

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: BALBOA INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 7 OF 11 ENQUIRY PAGE : 10 OF 20

SEARCH : BD : BALBOA INC.

00 FILE NUMBER : 786466233 EXPIRY DATE : 07SEP 2027 STATUS :
01 CAUTION FILING : PAGE : 002 OF 4 MV SCHEDULE ATTACHED :
REG NUM : 20220907 0803 1590 8953 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 UNDERTAKING OF DEBTOR AND IN ALL GOODS (INCLUDING ALL PARTS,
14 ACCESSORIES, ATTACHMENTS, SPECIAL TOOLS, ADDITIONS AND ACCESSIONS
15 THERETO), CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: BALBOA INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 7 OF 11 ENQUIRY PAGE : 11 OF 20

SEARCH : BD : BALBOA INC.

00 FILE NUMBER : 786466233 EXPIRY DATE : 07SEP 2027 STATUS :
01 CAUTION FILING : PAGE : 003 OF 4 MV SCHEDULE ATTACHED :
REG NUM : 20220907 0803 1590 8953 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 NOT), INSTRUMENTS, INTANGIBLES AND SECURITIES NOW OWNED OR HEREAFTER
14 OWNED OR ACQUIRED BY OR ON BEHALF OF DEBTOR (INCLUDING SUCH AS MAY BE
15 RETURNED TO OR REPOSSESSED BY DEBTOR) AND IN ALL PROCEEDS AND
16 AGENT:

17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: BALBOA INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 7 OF 11 ENQUIRY PAGE : 12 OF 20

SEARCH : BD : BALBOA INC.

00 FILE NUMBER : 786466233 EXPIRY DATE : 07SEP 2027 STATUS :
01 CAUTION FILING : PAGE : 004 OF 4 MV SCHEDULE ATTACHED :
REG NUM : 20220907 0803 1590 8953 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 RENEWALS THEREOF, ACCRETIONS THERETO AND SUBSTITUTIONS THEREFORE.

14

15

16 AGENT:

17 ADDRESS :

CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: BALBOA INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 8 OF 11 ENQUIRY PAGE : 13 OF 20

SEARCH : BD : BALBOA INC.

00 FILE NUMBER : 789282738 EXPIRY DATE : 14DEC 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20221214 0821 1590 2865 REG TYP: P PPSA REG PERIOD: 2
02 IND DOB : IND NAME:
03 BUS NAME: BALBOA INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
TYLER NICKOLAUS BARTELEN
09 ADDRESS : 127 KANATA CRESCENT
CITY : LONDON PROV: ON POSTAL CODE: N6J 4S1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X 335700 X
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 GENERAL SECURITY AGREEMENT FOR PROPERTY OWNED BY THE DEBTOR TOGETHER
14 WITH ALL INVENTORY, RECEIVABLES, EQUIPMENT, CHATTEL PAPER, DOCUMENTS
15 OF TITLE, BOOKS, RECORDS, SECURITIES AND PROCEEDS NOW OR HEREAFTER
16 AGENT: LERNERS LLP
17 ADDRESS : 80 DUFFERIN AVE BOX 2335
CITY : LONDON PROV: ON POSTAL CODE: N6A 4G4

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: BALBOA INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 8 OF 11 ENQUIRY PAGE : 14 OF 20

SEARCH : BD : BALBOA INC.

00 FILE NUMBER : 789282738 EXPIRY DATE : 14DEC 2024 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20221214 0821 1590 2865 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 LOCATED ON, PLACED UPON, SITUATE IN OR UPON OR ARISING FROM, OUT OF
14 OR USED IN CONNECTION WITH THE PROPERTY AT 721 HOWEY DRIVE, GREATER
15 SUDBURY, ONTARIO, P3B 1G9.

16 AGENT:

17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: BALBOA INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 9 OF 11 ENQUIRY PAGE : 15 OF 20

SEARCH : BD : BALBOA INC.

00 FILE NUMBER : 789282837 EXPIRY DATE : 14DEC 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20221214 0822 1590 2866 REG TYP: P PPSA REG PERIOD: 2
02 IND DOB : IND NAME:
03 BUS NAME: BALBOA INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
TYLER NICKOLAUS BARTELEN
09 ADDRESS : 127 KANATA CRESCENT
CITY : LONDON PROV: ON POSTAL CODE: N6J 4S1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X 335700 X
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 SECURITY GRANTED PURSUANT TO A GENERAL ASSIGNMENT OF RENTS BETWEEN
14 BALBOA INC., AS ASSIGNOR, AND TYLER NICKOLAUS BARTELEN, AS CHARGE,EE,
15 AS AMENDED FROM TIME TO TIME AND INCLUDING ANY ANNEX, SUPPLEMENT OR
16 AGENT: LERNERS LLP
17 ADDRESS : 80 DUFFERIN AVE BOX 2335
CITY : LONDON PROV: ON POSTAL CODE: N6A 4G4

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: BALBOA INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 9 OF 11 ENQUIRY PAGE : 16 OF 20

SEARCH : BD : BALBOA INC.

00 FILE NUMBER : 789282837 EXPIRY DATE : 14DEC 2024 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20221214 0822 1590 2866 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 SCHEDULE THERETO WITH THE PROPERTY AT 721 HOWEY DRIVE, GREATER
14 SUDBURY, ONTARIO, P3B 1G9.

15

16 AGENT:

17 ADDRESS :

CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: BALBOA INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 10 OF 11 ENQUIRY PAGE : 17 OF 20

SEARCH : BD : BALBOA INC.

00 FILE NUMBER : 789282936 EXPIRY DATE : 14DEC 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20221214 0824 1590 2867 REG TYP: P PPSA REG PERIOD: 2
02 IND DOB : IND NAME:
03 BUS NAME: BALBOA INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
TYLER NICKOLAUS BARTELEN
09 ADDRESS : 127 KANATA CRESCENT
CITY : LONDON PROV: ON POSTAL CODE: N6J 4S1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X 243000 X
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 GENERAL SECURITY AGREEMENT FOR PROPERTY OWNED BY THE DEBTOR TOGETHER
14 WITH ALL INVENTORY, RECEIVABLES, EQUIPMENT, CHATTEL PAPER, DOCUMENTS
15 OF TITLE, BOOKS, RECORDS, SECURITIES AND PROCEEDS NOW OR HEREAFTER
16 AGENT: LERNERS LLP
17 ADDRESS : 80 DUFFERIN AVE BOX 2335
CITY : LONDON PROV: ON POSTAL CODE: N6A 4G4

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: BALBOA INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 10 OF 11 ENQUIRY PAGE : 18 OF 20

SEARCH : BD : BALBOA INC.

00 FILE NUMBER : 789282936 EXPIRY DATE : 14DEC 2024 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20221214 0824 1590 2867 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 LOCATED ON, PLACED UPON, SITUATE IN OR UPON OR ARISING FROM, OUT OF
14 OR USED IN CONNECTION WITH THE PROPERTY AT 470 RANDALL DRIVE,
15 TIMMINS, ONTARIO, P4N 7V3.

16 AGENT:

17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: BALBOA INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 11 OF 11 ENQUIRY PAGE : 19 OF 20

SEARCH : BD : BALBOA INC.

00 FILE NUMBER : 789283017 EXPIRY DATE : 14DEC 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20221214 0825 1590 2868 REG TYP: P PPSA REG PERIOD: 2
02 IND DOB : IND NAME:
03 BUS NAME: BALBOA INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
TYLER NICKOLAUS BARTELEN
09 ADDRESS : 127 KANATA CRESCENT
CITY : LONDON PROV: ON POSTAL CODE: N6J 4S1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X 243000 X
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 SECURITY GRANTED PURSUANT TO A GENERAL ASSIGNMENT OF RENTS BETWEEN
14 BALBOA INC., AS ASSIGNOR, AND TYLER NICKOLAUS BARTELEN, AS CHARGE,EE,
15 AS AMENDED FROM TIME TO TIME AND INCLUDING ANY ANNEX, SUPPLEMENT OR
16 AGENT: LERNERS LLP
17 ADDRESS : 80 DUFFERIN AVE BOX 2335
CITY : LONDON PROV: ON POSTAL CODE: N6A 4G4

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: BALBOA INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 11 OF 11 ENQUIRY PAGE : 20 OF 20

SEARCH : BD : BALBOA INC.

00 FILE NUMBER : 789283017 EXPIRY DATE : 14DEC 2024 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20221214 0825 1590 2868 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 SCHEDULE THERETO WITH THE PROPERTY AT 470 RANDALL DRIVE, TIMMINS,
14 ONTARIO, P4N 7V3.

15

16 AGENT:

17 ADDRESS :

CITY : PROV: POSTAL CODE:

LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DSPLN INC.

FILE CURRENCY: December 20, 2023

RESPONSE CONTAINS: APPROXIMATELY 15 FAMILIES and 15 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DSPLN INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 15 ENQUIRY PAGE : 1 OF 15

SEARCH : BD : DSPLN INC.

00 FILE NUMBER : 778338783 EXPIRY DATE : 18NOV 2026 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20211118 1502 1590 5097 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: DSPLN INC.
OCN : 002819275
04 ADDRESS : 443 PARKSIDE DRIVE
CITY : WATERDOWN PROV: ON POSTAL CODE: L8B 0Y6
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
DENISE JENSEN-GOMES
09 ADDRESS : 2 QUEENSWAY DRIVE
CITY : BRANTFORD PROV: ON POSTAL CODE: N3R 4W4
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X 176000 X
YEAR MAKE MODEL V.I.N.

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13 GENERAL COLLATERAL DESCRIPTION
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16 AGENT: UNDERWOOD, ION & JOHNSON LAW
17 ADDRESS : 442 GREY STREET UNIT B, P.O. BOX 1536
CITY : BRANTFORD PROV: ON POSTAL CODE: N3T 5V6

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DSPLN INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 15 ENQUIRY PAGE : 2 OF 15

SEARCH : BD : DSPLN INC.

00 FILE NUMBER : 781418277 EXPIRY DATE : 25MAR 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220325 1058 1902 5457 REG TYP: P PPSA REG PERIOD: 05
02 IND DOB : IND NAME:
03 BUS NAME: DSPLN INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
SUNDANCE NUTTALL-ECKER
09 ADDRESS : 42 SHIELDMARK CRESCENT
CITY : THORNHILL PROV: ON POSTAL CODE: L3T 3T5
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X 145000 24MAR2023
YEAR MAKE MODEL V.I.N.

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12

GENERAL COLLATERAL DESCRIPTION

13 GENERAL SECURITY AGREEMENT

14

15

16 AGENT: MICHELLE E. HUBERT PROFESSIONAL CORPORATION

17 ADDRESS : 15483 YONGE STREET

CITY : AURORA PROV: ON POSTAL CODE: L4G 1P3

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DSPLN INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 15 ENQUIRY PAGE : 3 OF 15

SEARCH : BD : DSPLN INC.

00 FILE NUMBER : 781929324 EXPIRY DATE : 11APR 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220411 1344 1590 7038 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: DSPLN INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
ARIS STIGTER
09 ADDRESS : 4 WESTLAKE BLVD.
CITY : BRANTFORD PROV: ON POSTAL CODE: N3T 0C9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X 309000 08APR2027
YEAR MAKE MODEL V.I.N.

11
12

GENERAL COLLATERAL DESCRIPTION

13 PPSA REGISTRATION PURSUANT TO A GENERAL SECURITY AGREEMENT EXECUTED
14 APRIL 8, 2022

15

16 AGENT: MHN LAWYERS LLP

17 ADDRESS : 39 COLBORNE STREET NORTH
CITY : SIMCOE PROV: ON POSTAL CODE: N3Y 4N5

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DSPLN INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 15 ENQUIRY PAGE : 4 OF 15

SEARCH : BD : DSPLN INC.

00 FILE NUMBER : 781929333 EXPIRY DATE : 11APR 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220411 1344 1590 7039 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: DSPLN INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
ARIS STIGTER
09 ADDRESS : 4 WESTLAKE BLVD.
CITY : BRANTFORD PROV: ON POSTAL CODE: N3T 0C9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 NOTICE OF ASSIGNMENT OF RENTS - GENERAL DATED APRIL 8, 2022 SECURING
14 THE SECURED PARTY'S INTEREST IN THE RENTS OF LANDS OWNED BY THE
15 DEBTOR.
16 AGENT: MHN LAWYERS LLP
17 ADDRESS : 39 COLBORNE STREET NORTH
CITY : SIMCOE PROV: ON POSTAL CODE: N3Y 4N5

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DSPLN INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 15 ENQUIRY PAGE : 5 OF 15

SEARCH : BD : DSPLN INC.

00 FILE NUMBER : 782446824 EXPIRY DATE : 28APR 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220428 1343 1590 9768 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: DSPLN INC.
OCN :
04 ADDRESS : 443 PARKSIDE
CITY : WATERDOWN PROV: ON POSTAL CODE: L8B 0Y6
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
MICHAEL BEKENDAM ENTERPRISES INC.
09 ADDRESS : 1440 COLBORNE STREET EAST
CITY : BRANTFORD PROV: ON POSTAL CODE: N3R 0C3
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 NOTICE OF ASSIGNMENT OF RENTS - GENERAL DATED APRIL 27, 2022 SECURING
14 THE SECURED PARTY'S INTEREST IN THE RENTS OF LANDS OWNED BY THE
15 DEBTOR.
16 AGENT: MHN LAWYERS LLP
17 ADDRESS : 39 COLBORNE STREET NORTH
CITY : SIMCOE PROV: ON POSTAL CODE: N3Y 4N5

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DSPLN INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 6 OF 15 ENQUIRY PAGE : 6 OF 15

SEARCH : BD : DSPLN INC.

00 FILE NUMBER : 782447031 EXPIRY DATE : 28APR 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220428 1346 1590 9773 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: DSPLN INC.
OCN :
04 ADDRESS : 443 PARKSIDE
CITY : WATERDOWN PROV: ON POSTAL CODE: L8B 0Y6
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
MICHAEL BEKENDAM ENTERPRISES INC.
09 ADDRESS : 1440 COLBORNE STREET EAST
CITY : BRANTFORD PROV: ON POSTAL CODE: N3R 0C3
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 PPSA REGISTRATION PURSUANT TO A GENERAL SECURITY AGREEMENT EXECUTED
14 APRIL 27, 2022.

15

16 AGENT: MHN LAWYERS LLP

17 ADDRESS : 39 COLBORNE STREET NORTH
CITY : SIMCOE PROV: ON POSTAL CODE: N3Y 4N5

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DSPLN INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 7 OF 15 ENQUIRY PAGE : 7 OF 15

SEARCH : BD : DSPLN INC.

00 FILE NUMBER : 782933049 EXPIRY DATE : 12MAY 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220512 1600 1590 2180 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: DSPLN INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
ARIS STIGTER
09 ADDRESS : 4 WESTLAKE BLVD.
CITY : BRANTFORD PROV: ON POSTAL CODE: N3T 0C9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 NOTICE OF ASSIGNMENT OF RENTS - GENERAL DATED MAY 9, 2022 SECURING
14 THE SECURED PARTY'S INTEREST IN THE RENTS OF LANDS OWNED BY THE
15 DEBTOR.
16 AGENT: MHN LAWYERS LLP
17 ADDRESS : 39 COLBORNE STREET NORTH
CITY : SIMCOE PROV: ON POSTAL CODE: N3Y 4N5

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DSPLN INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 8 OF 15 ENQUIRY PAGE : 8 OF 15

SEARCH : BD : DSPLN INC.

00 FILE NUMBER : 782933067 EXPIRY DATE : 12MAY 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220512 1600 1590 2181 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: DSPLN INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
ARIS STIGTER
09 ADDRESS : 4 WESTLAKE BLVD.
CITY : BRANTFORD PROV: ON POSTAL CODE: N3T 0C9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X 333000 29APR2027
YEAR MAKE MODEL V.I.N.

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12

GENERAL COLLATERAL DESCRIPTION

13 PPSA PURSUANT TO A GENERAL SECURITY AGREEMENT EXECUTED MAY 9, 2022.

14
15

16 AGENT: MHN LAWYERS LLP

17 ADDRESS : 39 COLBORNE STREET NORTH
CITY : SIMCOE PROV: ON POSTAL CODE: N3Y 4N5

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DSPLN INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 9 OF 15 ENQUIRY PAGE : 9 OF 15

SEARCH : BD : DSPLN INC.

00 FILE NUMBER : 789413931 EXPIRY DATE : 19DEC 2023 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20221219 1528 2937 0334 REG TYP: P PPSA REG PERIOD: 01
02 IND DOB : IND NAME:
03 BUS NAME: DSPLN INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
GERALD PETER LOHUIS
09 ADDRESS : 125 WHEELER AVENUE
CITY : DORCHESTER PROV: ON POSTAL CODE: L0N 1G2
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION
13 GENERAL ASSIGNMENT OF RENTS 354 ANTWERP AVENUE, SUDBURY, ONTARIO
14 LCG?23350
15
16 AGENT: JENKINS & GILVESY
17 ADDRESS : PO BOX 280
CITY : TILLSONBURG PROV: ON POSTAL CODE: N4G 4H5

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DSPLN INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 10 OF 15 ENQUIRY PAGE : 10 OF 15

SEARCH : BD : DSPLN INC.

00 FILE NUMBER : 789413967 EXPIRY DATE : 19DEC 2023 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20221219 1532 2937 0335 REG TYP: P PPSA REG PERIOD: 01

02 IND DOB : IND NAME:

03 BUS NAME: DSPLN INC.

OCN :

04 ADDRESS : 394 APPLEBY LINE

CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8

05 IND DOB : IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

GERALD PETER LOHUIS

09 ADDRESS : 125 WHEELER AVENUE

CITY : DORCHESTER PROV: ON POSTAL CODE: N0L 1G2

CONS. MV DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 X X X X X

YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 GENERAL SECURITY AGREEMENT 354 ANTWERP AVENUE, SUDBURY LCG? 23350

14

15

16 AGENT: JENKINS & GILVESY

17 ADDRESS : PO BOX 280

CITY : TILLSONBURG PROV: ON POSTAL CODE: N4G 4H5

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DSPLN INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 11 OF 15 ENQUIRY PAGE : 11 OF 15

SEARCH : BD : DSPLN INC.

00 FILE NUMBER : 790062246 EXPIRY DATE : 18JAN 2028 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20230118 1648 1590 7437 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: DSPLN INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
ARIS STIGTER
09 ADDRESS : 4 WESTLAKE BLVD.
CITY : BRANTFORD PROV: ON POSTAL CODE: N3T 0C9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X 184000 17JAN2028
YEAR MAKE MODEL V.I.N.

11
12

GENERAL COLLATERAL DESCRIPTION

13 PPSA REGISTRATION PURSUANT TO A GENERAL SECURITY AGREEMENT EXECUTED
14 JANUARY 17, 2023

15

16 AGENT: MHN LAWYERS LLP

17 ADDRESS : 39 COLBORNE STREET NORTH
CITY : SIMCOE PROV: ON POSTAL CODE: N3Y 4N5

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DSPLN INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 12 OF 15 ENQUIRY PAGE : 12 OF 15

SEARCH : BD : DSPLN INC.

00 FILE NUMBER : 790062291 EXPIRY DATE : 18JAN 2028 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20230118 1649 1590 7439 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: DSPLN INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
ARIS STIGTER
09 ADDRESS : 4 WESTLAKE BLVD.
CITY : BRANTFORD PROV: ON POSTAL CODE: N3T 0C9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 NOTICE OF ASSIGNMENT OF RENTS - GENERAL DATED JANUARY 17, 2023
14 SECURING THE SECURED PARTY'S INTEREST IN THE RENTS OF LANDS OWNED BY
15 THE DEBTOR.
16 AGENT: MHN LAWYERS LLP
17 ADDRESS : 39 COLBORNE STREET NORTH
CITY : SIMCOE PROV: ON POSTAL CODE: N3Y 4N5

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DSPLN INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 13 OF 15 ENQUIRY PAGE : 13 OF 15

SEARCH : BD : DSPLN INC.

00 FILE NUMBER : 790670304 EXPIRY DATE : 10FEB 2028 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20230210 1057 1590 0711 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: DSPLN INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
BOLD EGG INVESTMENTS INC.
09 ADDRESS : 94 LAVINIA AVE
CITY : TORONTO PROV: ON POSTAL CODE: M6S 3H8
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X X X
YEAR MAKE MODEL V.I.N.

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12

GENERAL COLLATERAL DESCRIPTION

13 GENERAL SECURITY AGREEMENT & ASSIGNMENT OF RENTS RELATED TO 531

14 TEDMAN AVE, SUDBURY, ONTARIO P3C 5B1

15

16 AGENT: MCKENZIE LAKE LAWYERS LLP (KH/SO)

17 ADDRESS : 300 - 100 STONE ROAD WEST

CITY : GUELPH PROV: ON POSTAL CODE: N1G 5L3

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DSPLN INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 14 OF 15 ENQUIRY PAGE : 14 OF 15

SEARCH : BD : DSPLN INC.

00 FILE NUMBER : 793673244 EXPIRY DATE : 26MAY 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20230526 1037 1590 4976 REG TYP: P PPSA REG PERIOD: 1
02 IND DOB : IND NAME:
03 BUS NAME: DSPLN INC.
OCN : 2819275
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
GLENROE LENDING INC.
09 ADDRESS : 544046 CLARK RD E,
CITY : INGERSOLL PROV: ON POSTAL CODE: N5C 3J8
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X 26MAY2024
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 GENERAL SECURITY AGREEMENT/ASSIGNMENT OF RENTS FOR 78 MCNABB ST,
14 SAULT STE MARIE, ON

15

16 AGENT: CHRIS ARGIROPOULOS PROFESSIONAL CORP

17 ADDRESS : 100 GEORGE STREET

CITY : HAMILTON PROV: ON POSTAL CODE: L8P 1E2

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DSPLN INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 15 OF 15 ENQUIRY PAGE : 15 OF 15

SEARCH : BD : DSPLN INC.

00 FILE NUMBER : 795751641 EXPIRY DATE : 31JUL 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20230731 1101 1902 5673 REG TYP: P PPSA REG PERIOD: 01
02 IND DOB : IND NAME:
03 BUS NAME: DSPLN INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
MINH TAM HOANG NGUYEN
09 ADDRESS : 101-49 ROBINSON STREET
CITY : HAMILTON PROV: ON POSTAL CODE: L8P 1Y7
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X 287000 25JUL2024
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 SECURE NOTICE OF ASSIGNMENT OF RENTS AND GENERAL SECURITY AGREEMENT
14 ON 168 HUDSON STREET, SAULT STE.MARIE, ONTARIO P6A 1T4 AND 354
15 ANTWERP AVENUE, SUDBURY, ONTARIO P3C 4M7
16 AGENT: ESC CORPORATE SERVICES LTD.
17 ADDRESS : 445 KING STREET WEST, SUITE 400
CITY : TORONTO PROV: ON POSTAL CODE: M5V 1K4
LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HAPPY GILMORE INC.

FILE CURRENCY: December 20, 2023

RESPONSE CONTAINS: APPROXIMATELY 12 FAMILIES and 21 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HAPPY GILMORE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 12 ENQUIRY PAGE : 1 OF 21

SEARCH : BD : HAPPY GILMORE INC.

00 FILE NUMBER : 780889797 EXPIRY DATE : 07MAR 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220307 1306 1590 1415 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: HAPPY GILMORE INC.
OCN : 2839641
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
MARC FELICIANO
09 ADDRESS : 21 STONELEIGH STREET
CITY : OTTAWA PROV: ON POSTAL CODE: K2G 7A2
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X 165000 24FEB2023
YEAR MAKE MODEL V.I.N.

11
12

GENERAL COLLATERAL DESCRIPTION

13 1ST MORTGAGE RELATING TO 271 BROWN STREET, SAULT STE. MARIE, ON P6A
14 1N8

15

16 AGENT: BRADLEY HISCOCK MCCRACKEN

17 ADDRESS : 1581 GREENBANK ROAD

CITY : OTTAWA PROV: ON POSTAL CODE: K2J 4Y6

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HAPPY GILMORE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 12 ENQUIRY PAGE : 2 OF 21

SEARCH : BD : HAPPY GILMORE INC.

00 FILE NUMBER : 784262682 EXPIRY DATE : 23JUN 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20220623 1205 1590 8458 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: HAPPY GILMORE INC.
OCN :
04 ADDRESS : 70 WATERFORD CRES
CITY : STONEY CREEK PROV: ON POSTAL CODE: L8E 4Z9
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
1226550 ONTARIO LTD.
09 ADDRESS : 4 WESTLAKE BLVD.
CITY : BRANTFORD PROV: ON POSTAL CODE: N3T 0C9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 NOTICE OF ASSIGNMENT OF RENTS - GENERAL DATED JUNE 22, 2022 SECURING
14 THE SECURED PARTY'S INTEREST IN THE RENTS OF LANDS OWNED BY THE
15 DEBTOR.
16 AGENT: MHN LAWYERS LLP
17 ADDRESS : 39 COLBORNE STREET NORTH
CITY : SIMCOE PROV: ON POSTAL CODE: N3Y 4N5

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HAPPY GILMORE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 12 ENQUIRY PAGE : 3 OF 21

SEARCH : BD : HAPPY GILMORE INC.

00 FILE NUMBER : 784262682 EXPIRY DATE : 23JUN 2027 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20220623 1205 1590 8458 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
CHRISTOPHER & DENISE O'BRIEN
09 ADDRESS : 50 WOODSIDE DRIVE
CITY : MOUNT PLEASANT PROV: ON POSTAL CODE: N0E 1K0
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13
14
15

16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HAPPY GILMORE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 12 ENQUIRY PAGE : 4 OF 21

SEARCH : BD : HAPPY GILMORE INC.

00 FILE NUMBER : 784262691 EXPIRY DATE : 23JUN 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20220623 1206 1590 8459 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: HAPPY GILMORE INC.
OCN :
04 ADDRESS : 70 WATERFORD CRES.
CITY : STONEY CREEK PROV: ON POSTAL CODE: L8E 4Z9
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
1216550 ONTARIO INC.
09 ADDRESS : 4 WESTLAKE BLVD.
CITY : BRANTFORD PROV: ON POSTAL CODE: N3T 0C9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X 275000 22JUN2027
YEAR MAKE MODEL V.I.N.

11
12

GENERAL COLLATERAL DESCRIPTION

13 PPSA REGISTRATION PURSUANT TO A GENERAL SECURITY AGREEMENT EXECUTED
14 JUNE 22, 2022.

15

16 AGENT: MHN LAWYERS LLP

17 ADDRESS : 39 COLBORNE STREET NORTH

CITY : SIMCOE PROV: ON POSTAL CODE: N3Y 4N5

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HAPPY GILMORE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 12 ENQUIRY PAGE : 5 OF 21

SEARCH : BD : HAPPY GILMORE INC.

00 FILE NUMBER : 784262691 EXPIRY DATE : 23JUN 2027 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20220623 1206 1590 8459 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
CHRISTOPHER AND DENISE O'BRIEN
09 ADDRESS : 50 WOODSIDE DRIVE
CITY : MOUNT PLEASANT PROV: ON POSTAL CODE: N0E 1K0
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION
13
14
15

16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HAPPY GILMORE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 12 ENQUIRY PAGE : 6 OF 21

SEARCH : BD : HAPPY GILMORE INC.

00 FILE NUMBER : 785571624 EXPIRY DATE : 05AUG 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220805 1618 1590 4961 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: HAPPY GILMORE INC.
OCN : 2839641
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

DAVID ABRAMSKY

09 ADDRESS : 171A RINK STREET, SUITE 240

CITY : PETERBOROUGH PROV: ON POSTAL CODE: K9J 2J6

CONS. MV DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 X X X X 208000 X

YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 GENERAL SECURITY AGREEMENT - 244 HEMLOCK STREET, TIMMINS, ONTARIO P4N

14 6S8

15 ASSIGNMENT OF RENTS-244 HEMLOCK STREET, TIMMINS, ONTARIO P4N 6S8

16 AGENT: JOHN MCGARRITY PROFESSIONAL CORPORATION

17 ADDRESS : 343 STEWART STREET

CITY : PETERBOROUGH PROV: ON POSTAL CODE: K9H 4A7

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HAPPY GILMORE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 12 ENQUIRY PAGE : 7 OF 21

SEARCH : BD : HAPPY GILMORE INC.

00 FILE NUMBER : 788329746 EXPIRY DATE : 09NOV 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20221109 1058 1590 7641 REG TYP: P PPSA REG PERIOD: 2
02 IND DOB : IND NAME:
03 BUS NAME: HAPPY GILMORE INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
TYLER NICKOLAUS BARTELEN
09 ADDRESS : 127 KANATA CRESCENT
CITY : LONDON PROV: ON POSTAL CODE: N6J 4S1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X 272000 X
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 GENERAL SECURITY AGREEMENT FOR PROPERTY OWNED BY THE DEBTOR TOGETHER
14 WITH ALL INVENTORY, RECEIVABLES, EQUIPMENT, CHATTEL PAPER, DOCUMENTS
15 OF TITLE, BOOKS, RECORDS, SECURITIES AND PROCEEDS NOW OR HEREAFTER
16 AGENT: LERNERS LLP
17 ADDRESS : 80 DUFFERIN AVE BOX 2335
CITY : LONDON PROV: ON POSTAL CODE: N6A 4G4

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HAPPY GILMORE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 12 ENQUIRY PAGE : 8 OF 21

SEARCH : BD : HAPPY GILMORE INC.

00 FILE NUMBER : 788329746 EXPIRY DATE : 09NOV 2024 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20221109 1058 1590 7641 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 LOCATED ON, PLACED UPON, SITUATE IN OR UPON OR ARISING FROM, OUT OF
14 OR USED IN CONNECTION WITH THE PROPERTY AT 354 DIANE CRESCENT,
15 TIMMINS, ONTARIO, P4N 6W1.

16 AGENT:

17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HAPPY GILMORE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 6 OF 12 ENQUIRY PAGE : 9 OF 21

SEARCH : BD : HAPPY GILMORE INC.

00 FILE NUMBER : 788329764 EXPIRY DATE : 09NOV 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20221109 1100 1590 7642 REG TYP: P PPSA REG PERIOD: 2
02 IND DOB : IND NAME:
03 BUS NAME: HAPPY GILMORE INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
TYLER NICKOLAUS BARTELEN
09 ADDRESS : 127 KANATA CRESCENT
CITY : LONDON PROV: ON POSTAL CODE: N6J 4S1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X 272000 X
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 SECURITY GRANTED PURSUANT TO A GENERAL ASSIGNMENT OF RENTS BETWEEN
14 HAPPY GILMORE INC., AS ASSIGNOR, AND TYLER NICKOLAUS BARTELEN, AS
15 CHARGE, AS AMENDED FROM TIME TO TIME AND INCLUDING ANY ANNEX,
16 AGENT: LERNERS LLP
17 ADDRESS : 80 DUFFERIN AVE BOX 2335
CITY : LONDON PROV: ON POSTAL CODE: N6A 4G4

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HAPPY GILMORE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 6 OF 12 ENQUIRY PAGE : 10 OF 21

SEARCH : BD : HAPPY GILMORE INC.

00 FILE NUMBER : 788329764 EXPIRY DATE : 09NOV 2024 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20221109 1100 1590 7642 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 SUPPLEMENT OR SCHEDULE THERETO WITH THE PROPERTY AT 354 DIANE
14 CRESCENT, TIMMINS, ONTARIO, P4N 6W1.

15

16 AGENT:

17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HAPPY GILMORE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 7 OF 12 ENQUIRY PAGE : 11 OF 21

SEARCH : BD : HAPPY GILMORE INC.

00 FILE NUMBER : 788643009 EXPIRY DATE : 22NOV 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20221122 0828 1590 9308 REG TYP: P PPSA REG PERIOD: 2
02 IND DOB : IND NAME:
03 BUS NAME: HAPPY GILMORE INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
TYLER NICKOLAUS BARTELEN
09 ADDRESS : 127 KANATA CRESCENT
CITY : LONDON PROV: ON POSTAL CODE: N6J 4S1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X 243000 X
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 GENERAL SECURITY AGREEMENT FOR PROPERTY OWNED BY THE DEBTOR TOGETHER
14 WITH ALL INVENTORY, RECEIVABLES, EQUIPMENT, CHATTEL PAPER, DOCUMENTS
15 OF TITLE, BOOKS, RECORDS, SECURITIES AND PROCEEDS NOW OR HEREAFTER
16 AGENT: LERNERS LLP
17 ADDRESS : 80 DUFFERIN AVE BOX 2335
CITY : LONDON PROV: ON POSTAL CODE: N6A 4G4

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HAPPY GILMORE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 7 OF 12 ENQUIRY PAGE : 12 OF 21

SEARCH : BD : HAPPY GILMORE INC.

00 FILE NUMBER : 788643009 EXPIRY DATE : 22NOV 2024 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20221122 0828 1590 9308 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 LOCATED ON, PLACED UPON, SITUATE IN OR UPON OR ARISING FROM, OUT OF
14 OR USED IN CONNECTION WITH THE PROPERTY AT 63 DUNN AVENUE, TIMMINS,
15 ONTARIO, P0N 1H0.

16 AGENT:

17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HAPPY GILMORE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 8 OF 12 ENQUIRY PAGE : 13 OF 21

SEARCH : BD : HAPPY GILMORE INC.

00 FILE NUMBER : 788643306 EXPIRY DATE : 22NOV 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20221122 0830 1590 9309 REG TYP: P PPSA REG PERIOD: 2
02 IND DOB : IND NAME:
03 BUS NAME: HAPPY GILMORE INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
TYLER NICKOLAUS BARTELEN
09 ADDRESS : 127 KANATA CRESCENT
CITY : LONDON PROV: ON POSTAL CODE: N6J 4S1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X 243000 X
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 SECURITY GRANTED PURSUANT TO A GENERAL ASSIGNMENT OF RENTS BETWEEN
14 HAPPY GILMORE INC., AS ASSIGNOR, AND TYLER NICKOLAUS BARTELEN, AS
15 CHARGE, AS AMENDED FROM TIME TO TIME AND INCLUDING ANY ANNEX,
16 AGENT: LERNERS LLP
17 ADDRESS : 80 DUFFERIN AVE BOX 2335
CITY : LONDON PROV: ON POSTAL CODE: N6A 4G4

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HAPPY GILMORE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 8 OF 12 ENQUIRY PAGE : 14 OF 21

SEARCH : BD : HAPPY GILMORE INC.

00 FILE NUMBER : 788643306 EXPIRY DATE : 22NOV 2024 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20221122 0830 1590 9309 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 SUPPLEMENT OR SCHEDULE THERETO WITH THE PROPERTY AT 63 DUNN AVENUE,
14 TIMMINS, ONTARIO, P0N 1H0.

15

16 AGENT:

17 ADDRESS :

CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HAPPY GILMORE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 9 OF 12 ENQUIRY PAGE : 15 OF 21

SEARCH : BD : HAPPY GILMORE INC.

00 FILE NUMBER : 790061652 EXPIRY DATE : 18JAN 2028 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20230118 1626 5064 3782 REG TYP: P PPSA REG PERIOD: 05
02 IND DOB : IND NAME:
03 BUS NAME: HAPPY GILMORE INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
OLYMPIA TRUST COMPANY
09 ADDRESS : PO BOX 2581, STN CENTRAL
CITY : CALGARY PROV: AB POSTAL CODE: T2P 1C8
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X 270000 24JAN2024
YEAR MAKE MODEL V.I.N.
11
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GENERAL COLLATERAL DESCRIPTION

13 PURSUANT TO A GENERAL SECURITY AGREEMENT IN FAVOUR OF OLYMPIA TRUST
14 COMPANY FOR PROPERTY OWNED BY THE DEBTOR TOGETHER WITH ALL INVENTORY,
15 RECEIVABLES, EQUIPMENT, CHATTEL PAPER, DOCUMENTS OF TITLE, BOOKS,
16 AGENT: ESC CORPORATE SERVICES LTD.
17 ADDRESS : 445 KING STREET WEST, SUITE 400
CITY : TORONTO PROV: ON POSTAL CODE: M5V 1K4

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HAPPY GILMORE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 9 OF 12 ENQUIRY PAGE : 16 OF 21

SEARCH : BD : HAPPY GILMORE INC.

00 FILE NUMBER : 790061652 EXPIRY DATE : 18JAN 2028 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20230118 1626 5064 3782 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
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GENERAL COLLATERAL DESCRIPTION

13 RECORDS, SECURITIES AND PROCEEDS NOW OR HEREAFTER ACQUIRED.

14

15

16 AGENT:

17 ADDRESS :

CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HAPPY GILMORE INC.

FILE CURRENCY: December 20, 2023

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 9 OF 12 ENQUIRY PAGE : 17 OF 21

SEARCH : BD : HAPPY GILMORE INC.

FILE NUMBER 790061652

PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20230118 1709 5064 3812

21 REFERENCE FILE NUMBER : 790061652

22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: HAPPY GILMORE INC.

25 OTHER CHANGE:

26 REASON: AMEND ON COLLATERAL CLASSIFICATIONS

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY : PROV : POSTAL CODE :

CONS. MV DATE OF NO FIXED

GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10 X

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16 NAME : ESC CORPORATE SERVICES LTD.

17 ADDRESS : 445 KING STREET WEST, SUITE 400

CITY : TORONTO PROV : ON POSTAL CODE : M5V 1K4

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HAPPY GILMORE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 10 OF 12 ENQUIRY PAGE : 18 OF 21

SEARCH : BD : HAPPY GILMORE INC.

00 FILE NUMBER : 793673235 EXPIRY DATE : 26MAY 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20230526 1037 1590 4975 REG TYP: P PPSA REG PERIOD: 1
02 IND DOB : IND NAME:
03 BUS NAME: HAPPY GILMORE INC.
OCN : 2839641
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
GLENROE LENDING INC.
09 ADDRESS : 544046 CLARK RD E
CITY : INGERSOLL PROV: ON POSTAL CODE: N5C 3J8
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X
YEAR MAKE MODEL V.I.N.

11
12
GENERAL COLLATERAL DESCRIPTION
13 GENERAL SECURITY AGREEMENT/ASSIGNMENT OF RENTS - 109 VICTOR EMMANUEL
14 AVE, SAULT STE MARIE, ON
15
16 AGENT: CHRIS ARGIROPOULOS PROFESSIONAL CORP
17 ADDRESS : 100 GEORGE STREET
CITY : HAMILTON PROV: ON POSTAL CODE: L8P 1E2

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HAPPY GILMORE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 11 OF 12 ENQUIRY PAGE : 19 OF 21

SEARCH : BD : HAPPY GILMORE INC.

00 FILE NUMBER : 794371779 EXPIRY DATE : 15JUN 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20230615 1642 1901 9297 REG TYP: P PPSA REG PERIOD: 01
02 IND DOB : IND NAME:
03 BUS NAME: HAPPY GILMORE INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
DAVID PRESTA
09 ADDRESS : 375 MARGARET PL
CITY : ANCASTER PROV: ON POSTAL CODE: L9G 3G7
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X 231000 12JUN2024
YEAR MAKE MODEL V.I.N.

11
12

GENERAL COLLATERAL DESCRIPTION

13 SECURE NOTICE OF ASSIGNMENT OF RENTS AND GENERAL SECURITY AGREEMENT
14 ON 290 CEDAR ST SOUTH, TIMMINS, ONTARIO P4N 2H3
15

16 AGENT: ESC CORPORATE SERVICES LTD.
17 ADDRESS : 445 KING STREET WEST, SUITE 400
CITY : TORONTO PROV: ON POSTAL CODE: M5V 1K4

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HAPPY GILMORE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 11 OF 12 ENQUIRY PAGE : 20 OF 21

SEARCH : BD : HAPPY GILMORE INC.

00 FILE NUMBER : 794371779 EXPIRY DATE : 15JUN 2024 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20230615 1642 1901 9297 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
MARY PATRICIA SHARLAND
09 ADDRESS : 375 MARGARET PL
CITY : ANCASTER PROV: ON POSTAL CODE: L9G 3G7
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
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16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HAPPY GILMORE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 12 OF 12 ENQUIRY PAGE : 21 OF 21

SEARCH : BD : HAPPY GILMORE INC.

00 FILE NUMBER : 795948624 EXPIRY DATE : 04AUG 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20230804 1138 1901 7130 REG TYP: P PPSA REG PERIOD: 01
02 IND DOB : IND NAME:
03 BUS NAME: HAPPY GILMORE INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
MINH TAM HOANG NGUYEN
09 ADDRESS : 49 ROBINSON STREET, UNIT# 101
CITY : HAMILTON PROV: ON POSTAL CODE: L3P 1P1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X 283500 25JUL2024
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 SECURE NOTICE OF ASSIGNMENT OF RENTS AND GENERAL SECURITY AGREEMENT
14 ON 146 BIRCH STREET SOUTH, TIMMINS, ONTARIO P4N 2A9
15

16 AGENT: ESC CORPORATE SERVICES LTD.

17 ADDRESS : 445 KING STREET WEST, SUITE 400

CITY : TORONTO PROV: ON POSTAL CODE: M5V 1K4

LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HOMETOWN HOUSING INC.

FILE CURRENCY: December 20, 2023

RESPONSE CONTAINS: APPROXIMATELY 3 FAMILIES and 4 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HOMETOWN HOUSING INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 3 ENQUIRY PAGE : 1 OF 4

SEARCH : BD : HOMETOWN HOUSING INC.

00 FILE NUMBER : 749107422 EXPIRY DATE : 14MAR 2024 STATUS :
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20190314 1940 1531 8784 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: HOMETOWN HOUSING INC.
OCN :
04 ADDRESS : 245 WYECROFT RD SUITE 4
CITY : OAKVILLE PROV: ON POSTAL CODE: L6K 3Y6
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
THE TORONTO-DOMINION BANK - 31712
09 ADDRESS : 498 DUNDAS STREET WEST
CITY : OAKVILLE PROV: ON POSTAL CODE: L6H 6Y3
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X X X
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: D+H LIMITED PARTNERSHIP

17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE

CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HOMETOWN HOUSING INC.

FILE CURRENCY: December 20, 2023

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 3 ENQUIRY PAGE : 2 OF 4

SEARCH : BD : HOMETOWN HOUSING INC.

FILE NUMBER 749107422

PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 01 OF 001 MV SCHED: 20230215 1933 1531 8248

21 REFERENCE FILE NUMBER : 749107422

22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: HOMETOWN HOUSING INC.

25 OTHER CHANGE:

26 REASON: ADD DEBTOR WITH ADDITIONAL ADDRESS - 394 APPLEBY LINE, BURLINGTON,

27 /DESCR: ON L7L 2X8

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE: HOMETOWN HOUSING INC.

OCN:

04/07 ADDRESS: 394 APPLEBY LINE

CITY: BURLINGTON PROV: ON POSTAL CODE: L7L 2X8

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY : PROV : POSTAL CODE :

CONS. MV DATE OF NO FIXED

GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10

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16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE

CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HOMETOWN HOUSING INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 3 ENQUIRY PAGE : 3 OF 4

SEARCH : BD : HOMETOWN HOUSING INC.

00 FILE NUMBER : 792456957 EXPIRY DATE : 18APR 2028 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20230418 1331 1590 9368 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: HOMETOWN HOUSING INC.
OCN : 2683604
04 ADDRESS : 332 EVA STREET
CITY : SUDBURY PROV: ON POSTAL CODE: P3C 2L8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
OLYMPIA TRUST COMPANY, IN TRUST FOR RRSP NOS. 105231 AND 105228
09 ADDRESS : PO BOX 2581, STN CENTRAL
CITY : CALGARY PROV: AB POSTAL CODE: T2P 1C8
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X 440000 X
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 THE PROPERTY MUNICIPALLY KNOWN AS 332 EVA STREET, SUDBURY, ONTARIO
14 P3C 2L8

15

16 AGENT: RUTMAN & RUTMAN

17 ADDRESS : 184 QUEEN STREET WEST

CITY : BRAMPTON PROV: ON POSTAL CODE: L6X 1A8

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HOMETOWN HOUSING INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 3 ENQUIRY PAGE : 4 OF 4

SEARCH : BD : HOMETOWN HOUSING INC.

00 FILE NUMBER : 795749175 EXPIRY DATE : 31JUL 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20230731 1044 1902 5636 REG TYP: P PPSA REG PERIOD: 01
02 IND DOB : IND NAME:
03 BUS NAME: HOMETOWN HOUSING INC.
OCN :
04 ADDRESS : 118 KATHLEEN STREET
CITY : SUDBURY PROV: ON POSTAL CODE: P3C 2L8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
MINH TAM HOANG NGUYEN
09 ADDRESS : 101-49 ROBINSON STREET
CITY : HAMILTON PROV: ON POSTAL CODE: L8P 1Y7
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X 328500 25JUL2024
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 SECURE NOTICE OF ASSIGNMENT OF RENTS AND GENERAL SECURITY AGREEMENT
14 ON 118 KATHLEEN STREET, SUDBURY, ONTARIO P3C 2L8
15
16 AGENT: ESC CORPORATE SERVICES LTD.
17 ADDRESS : 445 KING STREET WEST, SUITE 400
CITY : TORONTO PROV: ON POSTAL CODE: M5V 1K4
LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: INTERLUDE INC.

FILE CURRENCY: December 20, 2023

RESPONSE CONTAINS: APPROXIMATELY 12 FAMILIES and 16 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: INTERLUDE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 12 ENQUIRY PAGE : 1 OF 16

SEARCH : BD : INTERLUDE INC.

00 FILE NUMBER : 774997398 EXPIRY DATE : 03AUG 2026 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20210803 0934 6083 2567 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: INTERLUDE INC.
OCN : 2791951
04 ADDRESS : 262-264 TAMARACK ROAD
CITY : TIMMINS PROV: ON POSTAL CODE: P4N 6R2
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
MK HORIZONS INC.
09 ADDRESS : 102 BURNDALE AVE
CITY : TORONTO PROV: ON POSTAL CODE: M2N 1S9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X 285000 X
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

16 AGENT: ESC CORPORATE SERVICES LTD.
17 ADDRESS : 445 KING STREET WEST, 4TH FL
CITY : TORONTO PROV: ON POSTAL CODE: M5V 1K4

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: INTERLUDE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 12 ENQUIRY PAGE : 2 OF 16

SEARCH : BD : INTERLUDE INC.

00 FILE NUMBER : 779737626 EXPIRY DATE : 18JAN 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220118 1145 1590 3787 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: INTERLUDE INC.
OCN : 2791951
04 ADDRESS : 245 WYECROFT ROAD, UNIT 4,
CITY : OAKVILLE PROV: ON POSTAL CODE: L6K 3Y6
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
DAVID ABRAMSKY
09 ADDRESS : 171A RINK STREET
CITY : PETERBOROUGH PROV: ON POSTAL CODE: K9J 2J6
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X 120000 X
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ASSETS. SECURITY
14 AGREEMENT RELATIVE TO A MORTGAGE AT 13 BLOOR AVENUE, TIMMINS, ONTARIO
15

16 AGENT: JOHN MCGARRITY PROFESSIONAL CORPORATION

17 ADDRESS : 343 STEWART STREET

CITY : PETERBOROUGH PROV: ON POSTAL CODE: K9H 4A7

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: INTERLUDE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 12 ENQUIRY PAGE : 3 OF 16

SEARCH : BD : INTERLUDE INC.

00 FILE NUMBER : 782445996 EXPIRY DATE : 28APR 2032 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220428 1319 1590 9757 REG TYP: P PPSA REG PERIOD: 10
02 IND DOB : IND NAME:
03 BUS NAME: INTERLUDE INC.
OCN : 2791951
04 ADDRESS : 245 WYECROFT ROAD, UNIT 4
CITY : OAKVILLE PROV: ON POSTAL CODE: L6K 3Y6
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
NICHOLAS HENRY VERGEER
09 ADDRESS : 8831 PRINCE STREET
CITY : IONA STATION PROV: ON POSTAL CODE: N0L 1P0
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

16 AGENT: LERNERS LLP
17 ADDRESS : 80 DUFFERIN AVE BOX 2335
CITY : LONDON PROV: ON POSTAL CODE: N6A 4G4

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: INTERLUDE INC.

FILE CURRENCY: December 20, 2023

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 3 OF 12 ENQUIRY PAGE : 4 OF 16

SEARCH : BD : INTERLUDE INC.

FILE NUMBER 782445996

PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20220428 1608 1590 9885 P PPSA
21 REFERENCE FILE NUMBER : 782445996
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: INTERLUDE INC.

25 OTHER CHANGE:

26 REASON: THE ADDRESS FOR THE DEBTOR IS INCORRECTLY SET OUT IN REGISTRATION
27 /DESCR: NO. 20220428 1319 1590 9757. THE CORRECT ADDRESS FOR THE DEBTOR IS
28 : 394 APPLEBY LINE, BURLINGTON, ONTARIO L7L 2X8.

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE: INTERLUDE INC.

OCN: 2791951

04/07 ADDRESS: 394 APPLEBY LINE

CITY: BURLINGTON PROV: ON POSTAL CODE: L7L 2X8

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : LERNERS LLP

17 ADDRESS : 80 DUFFERIN AVE BOX 2335

CITY : LONDON PROV : ON POSTAL CODE : N6A 4G4

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: INTERLUDE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 12 ENQUIRY PAGE : 5 OF 16

SEARCH : BD : INTERLUDE INC.

00 FILE NUMBER : 782929269 EXPIRY DATE : 12MAY 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220512 1438 1590 2141 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: INTERLUDE INC.
OCN :
04 ADDRESS : 245 WYECROFT ROAD
CITY : OAKVILLE PROV: ON POSTAL CODE: L6K 3Y6
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
ARIS STIGTER
09 ADDRESS : 4 WESTLAKE BLVD.
CITY : BRANTFORD PROV: ON POSTAL CODE: N3T 0C9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X
YEAR MAKE MODEL V.I.N.
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GENERAL COLLATERAL DESCRIPTION

13 NOTICE OF ASSIGNMENT OF RENTS - GENERAL DATED MAY 4, 2022 SECURING
14 THE SECURED PARTY'S INTEREST IN THE RENTS OF LANDS OWNED BY THE
15 DEBTOR.
16 AGENT: MHN LAWYERS LLP
17 ADDRESS : 39 COLBORNE STREET NORTH
CITY : SIMCOE PROV: ON POSTAL CODE: N3Y 4N5

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: INTERLUDE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 12 ENQUIRY PAGE : 6 OF 16

SEARCH : BD : INTERLUDE INC.

00 FILE NUMBER : 782929287 EXPIRY DATE : 12MAY 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220512 1438 1590 2142 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: INTERLUDE INC.
OCN :
04 ADDRESS : 245 WYECROFT ROAD
CITY : OAKVILLE PROV: ON POSTAL CODE: L6K 3Y6
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
ARIS STIGTER
09 ADDRESS : 4 WESTLAKE BLVD.
CITY : BRANTFORD PROV: ON POSTAL CODE: N3T 0C9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X 285000 28APR2027
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 PPSA REGISTRATION PURSUANT TO A GENERAL SECURITY AGREEMENT EXECUTED
14 APRIL 28, 2022.

15

16 AGENT: MHN LAWYERS LLP

17 ADDRESS : 39 COLBORNE STREET NORTH

CITY : SIMCOE PROV: ON POSTAL CODE: N3Y 4N5

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: INTERLUDE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 6 OF 12 ENQUIRY PAGE : 7 OF 16

SEARCH : BD : INTERLUDE INC.

00 FILE NUMBER : 782975727 EXPIRY DATE : 13MAY 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220513 1609 1590 2399 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: INTERLUDE INC.
OCN :
04 ADDRESS : 245 WYECROFT ROAD
CITY : OAKVILLE PROV: ON POSTAL CODE: L6K 3Y6
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
ARIS STIGTER
09 ADDRESS : 4 WESTLAKE BLVD.
CITY : BRANTFORD PROV: ON POSTAL CODE: N3T 0C9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X 290000 29APR2027
YEAR MAKE MODEL V.I.N.

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12

GENERAL COLLATERAL DESCRIPTION

13 PPSA REGISTRATION PURSUANT TO A GENERAL SECURITY AGREEMENT EXECUTED
14 MAY 4, 2022

15

16 AGENT: MHN LAWYERS LLP

17 ADDRESS : 39 COLBORNE STREET NORTH
CITY : SIMCOE PROV: ON POSTAL CODE: N3Y 4N5

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: INTERLUDE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 7 OF 12 ENQUIRY PAGE : 8 OF 16

SEARCH : BD : INTERLUDE INC.

00 FILE NUMBER : 782975745 EXPIRY DATE : 13MAY 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220513 1610 1590 2400 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: INTERLUDE INC.
OCN :
04 ADDRESS : 245 WYECROFT ROAD
CITY : OAKVILLE PROV: ON POSTAL CODE: L6K 3Y6
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

ARIS STIGTER

09 ADDRESS : 4 WESTLAKE BLVD.

CITY : BRANTFORD PROV: ON POSTAL CODE: N3T 0C9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X
YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 NOTICE OF ASSIGNMENT OF RENTS - GENERAL DATED MAY 4, 2022 SECURING

14 THE SECURED PARTY'S INTEREST IN THE RENTS OF LANDS OWNED BY THE

15 DEBTOR.

16 AGENT: MHN LAWYERS LLP

17 ADDRESS : 39 COLBORNE STREET NORTH

CITY : SIMCOE PROV: ON POSTAL CODE: N3Y 4N5

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: INTERLUDE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 8 OF 12 ENQUIRY PAGE : 9 OF 16

SEARCH : BD : INTERLUDE INC.

00 FILE NUMBER : 783111699 EXPIRY DATE : 18MAY 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220518 1417 1901 8915 REG TYP: P PPSA REG PERIOD: 05

02 IND DOB : IND NAME:

03 BUS NAME: INTERLUDE INC.

OCN :

04 ADDRESS : 245 WYECROFT ROAD, UNIT 4

CITY : OAKVILLE PROV: ON POSTAL CODE: L6K 3Y6

05 IND DOB : IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

SUNDANCE NUTTALL-ECKER

09 ADDRESS : 42 SHIELDMARK CRESCENT

CITY : THORNHILL PROV: ON POSTAL CODE: L3T 3T5

CONS. MV DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 X X X X 210000 17MAY2023

YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 GENERAL ASSIGNMENT OF RENTS/GENERAL SECURITY AGREEMENT RE 225

14 WATERLOO ROAD, TIMMINS

15

16 AGENT: MICHELLE E. HUBERT PROFESSIONAL CORPORATION

17 ADDRESS : 9-15483 YONGE STREET

CITY : AURORA PROV: ON POSTAL CODE: L4G 1P3

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: INTERLUDE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 9 OF 12 ENQUIRY PAGE : 10 OF 16

SEARCH : BD : INTERLUDE INC.

00 FILE NUMBER : 785361123 EXPIRY DATE : 29JUL 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20220729 1114 1590 3892 REG TYP: P PPSA REG PERIOD: 2
02 IND DOB : IND NAME:
03 BUS NAME: INTERLUDE INC.
OCN :
04 ADDRESS : 4-245 WYECROFT ROAD
CITY : OAKVILLE PROV: ON POSTAL CODE: L6K 3Y6
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
JASMINE CRYSTAL NEUFEGLISE SRNICEK
09 ADDRESS : 22 CAMROSE COURT
CITY : LONDON PROV: ON POSTAL CODE: N6K 4B4
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 SECURITY GRANTED PURSUANT TO A GENERAL ASSIGNMENT OF RENTS BETWEEN
14 INTERLUDE INC., AS ASSIGNOR, AND JASMINE CRYSTAL NEUFEGLISE SRNICEK,
15 AS CHARGE, AS AMENDED FROM TIME TO TIME AND INCLUDING ANY ANNEX,
16 AGENT: SISKINDS LLP
17 ADDRESS : 1 - 275 DUNDAS STREET
CITY : LONDON PROV: ON POSTAL CODE: N6B 3L1

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: INTERLUDE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 9 OF 12 ENQUIRY PAGE : 11 OF 16

SEARCH : BD : INTERLUDE INC.

00 FILE NUMBER : 785361123 EXPIRY DATE : 29JUL 2024 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20220729 1114 1590 3892 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
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GENERAL COLLATERAL DESCRIPTION
13 SUPPLEMENT OR SCHEDULE THERETO.
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16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: INTERLUDE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 10 OF 12 ENQUIRY PAGE : 12 OF 16

SEARCH : BD : INTERLUDE INC.

00 FILE NUMBER : 785361141 EXPIRY DATE : 29JUL 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20220729 1116 1590 3893 REG TYP: P PPSA REG PERIOD: 2
02 IND DOB : IND NAME:
03 BUS NAME: INTERLUDE INC.
OCN :
04 ADDRESS : 4 - 245 WYECROFT ROAD
CITY : OAKVILLE PROV: ON POSTAL CODE: L6K 3Y6
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
JASMINE CRYSTAL NEUFEGLISE SRNICEK
09 ADDRESS : 22 CAMROSE COURT
CITY : LONDON PROV: ON POSTAL CODE: N6K 4B4
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 SECURITY GRANTED PURSUANT TO A GENERAL SECURITY AGREEMENT BETWEEN
14 INTERLUDE INC., AS DEBTOR, AND JASMINE CRYSTAL NEUFEGLISE SRNICEK, AS
15 SECURED PARTY, AS AMENDED FROM TIME TO TIME AND INCLUDING ANY ANNEX,
16 AGENT: SISKINDS LLP
17 ADDRESS : 1 -275 DUNDAS ST
CITY : LONDON PROV: ON POSTAL CODE: N6B 3L1

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: INTERLUDE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 10 OF 12 ENQUIRY PAGE : 13 OF 16

SEARCH : BD : INTERLUDE INC.

00 FILE NUMBER : 785361141 EXPIRY DATE : 29JUL 2024 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20220729 1116 1590 3893 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
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GENERAL COLLATERAL DESCRIPTION
13 SUPPLEMENT OR SCHEDULE THERETO.
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16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: INTERLUDE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 11 OF 12 ENQUIRY PAGE : 14 OF 16

SEARCH : BD : INTERLUDE INC.

00 FILE NUMBER : 786262374 EXPIRY DATE : 30AUG 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220830 1449 1590 8028 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: INTERLUDE INC.
OCN :
04 ADDRESS : 245 WYECROFT ROAD 4
CITY : OAKVILLE PROV: ON POSTAL CODE: L6K 3Y6
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
OLYMPIA TRUST COMPANY
09 ADDRESS : PO BOX 2581, STN CENTRAL
CITY : CALGARY PROV: AB POSTAL CODE: T2P 1C8
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.
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GENERAL COLLATERAL DESCRIPTION

13 OLYMPIA TRUST COMPANY HOLDS THE SECURITY IN TRUST FOR DEVON MICHELLE
14 PARK, RRSP #311991, TFSA #312281, LRA #308050. GENERAL SECURITY
15 AGREEMENT RELATED TO 329 GOULAIS AVENUE, SAULT STE. MARIE, ONTARIO
16 AGENT: MCKENZIE LAKE LAWYERS LLP
17 ADDRESS : 300-100 STONE ROAD WEST
CITY : GUELPH PROV: ON POSTAL CODE: N1G 5L3

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: INTERLUDE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 12 OF 12 ENQUIRY PAGE : 15 OF 16

SEARCH : BD : INTERLUDE INC.

00 FILE NUMBER : 786262383 EXPIRY DATE : 30AUG 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20220830 1449 1590 8029 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: INTERLUDE INC.
OCN :
04 ADDRESS : 245 WYECROFT ROAD 4
CITY : OAKVILLE PROV: ON POSTAL CODE: L6K 3Y6
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
OLYMPIA TRUST COMPANY
09 ADDRESS : PO BOX 2581, STN CENTRAL
CITY : CALGARY PROV: AB POSTAL CODE: T2P 1C8
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 OLYMPIA TRUST COMPANY HOLDS THE SECURITY IN TRUST FOR DEVON MICHELLE
14 PARK, RRSP #311991, TFSA #312281, LRA #308050. GENERAL ASSIGNMENT OF
15 RENTS AND LEASES RELATED TO 329 GOULAIS AVENUE, SAULT STE. MARIE,
16 AGENT: MCKENZIE LAKE LAWYERS LLP
17 ADDRESS : 300-100 STONE ROAD WEST
CITY : GUELPH PROV: ON POSTAL CODE: N1G 5L3

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: INTERLUDE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 12 OF 12 ENQUIRY PAGE : 16 OF 16

SEARCH : BD : INTERLUDE INC.

00 FILE NUMBER : 786262383 EXPIRY DATE : 30AUG 2027 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20220830 1449 1590 8029 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.

11
12
GENERAL COLLATERAL DESCRIPTION

13 ONTARIO

14

15

16 AGENT:

17 ADDRESS :

CITY : PROV: POSTAL CODE:

LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: MULTIVILLE INC.

FILE CURRENCY: December 20, 2023

RESPONSE CONTAINS: APPROXIMATELY 2 FAMILIES and 3 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: MULTIVILLE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 2 ENQUIRY PAGE : 1 OF 3

SEARCH : BD : MULTIVILLE INC.

00 FILE NUMBER : 790505046 EXPIRY DATE : 03FEB 2028 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20230203 1034 1590 9792 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: MULTIVILLE INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
OLYMPIA TRUST COMPANY
09 ADDRESS : P.O. BOX 2581 STN CENTRAL
CITY : CALGARY PROV: AB POSTAL CODE: T2P 1C8
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X X X
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 OLYMPIA TRUST COMPANY HOLDS THE SECURITY IN TRUST FOR SIMA QADEER
14 GOSS FOR RRSP # 314150
15 GENERAL SECURITY AGREEMENT AND ASSIGNMENT OF RENTS RELATED TO 123
16 AGENT: MCKENZIE LAKE LAWYERS LLP (KH/SO)
17 ADDRESS : 300 - 100 STONE ROAD WEST
CITY : GUELPH PROV: ON POSTAL CODE: N1G 5L3

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: MULTIVILLE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 2 ENQUIRY PAGE : 2 OF 3

SEARCH : BD : MULTIVILLE INC.

00 FILE NUMBER : 790505046 EXPIRY DATE : 03FEB 2028 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20230203 1034 1590 9792 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 GOULAIS AVE., SAULT STE. MARIE, ONTARIO
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: MULTIVILLE INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 2 ENQUIRY PAGE : 3 OF 3

SEARCH : BD : MULTIVILLE INC.

00 FILE NUMBER : 796271778 EXPIRY DATE : 16AUG 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20230816 1052 1901 0676 REG TYP: P PPSA REG PERIOD: 01
02 IND DOB : IND NAME:
03 BUS NAME: MULTIVILLE INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
MINH TAM HOANG NGUYEN
09 ADDRESS : 49 ROBINSON STREET, UNIT# 101
CITY : HAMILTON PROV: ON POSTAL CODE: L3P 1P1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X 423500 25JUL2024
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 SECURE NOTICE OF ASSIGNMENT OF RENTS AND GENERAL SECURITY AGREEMENT
14 ON 105 VICTOR EMMANUEL AVE, SAULT STE. MARIE, ONTARIO P6C 2B3 AND 278
15 SELBY ROAD, SAULT STE.MARIE, ONTARIO P6C 2P7
16 AGENT: ESC CORPORATE SERVICES LTD.
17 ADDRESS : 445 KING STREET WEST, SUITE 400
CITY : TORONTO PROV: ON POSTAL CODE: M5V 1K4
LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE PINK FLAMINGO INC.

FILE CURRENCY: December 20, 2023

RESPONSE CONTAINS: APPROXIMATELY 2 FAMILIES and 4 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE PINK FLAMINGO INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 2 ENQUIRY PAGE : 1 OF 4

SEARCH : BD : THE PINK FLAMINGO INC.

00 FILE NUMBER : 795103992 EXPIRY DATE : 10JUL 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20230710 1418 1901 7438 REG TYP: P PPSA REG PERIOD: 01
02 IND DOB : IND NAME:
03 BUS NAME: THE PINK FLAMINGO INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
MARY PATRICIA SHARLAND
09 ADDRESS : 375 MARGARET PL
CITY : ANCASTER PROV: ON POSTAL CODE: L9G 3G7
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X 193900 12JUN2024
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 SECURE NOTICE OF ASSIGNMENT OF RENTS AND GENERAL SECURITY AGREEMENT
14 ON 697 ST. CLAIR STREET, SUDBURY, ONTARIO P3E 4G9
15
16 AGENT: ESC CORPORATE SERVICES LTD.
17 ADDRESS : 445 KING STREET WEST, SUITE 400
CITY : TORONTO PROV: ON POSTAL CODE: M5V 1K4

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE PINK FLAMINGO INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 2 ENQUIRY PAGE : 2 OF 4

SEARCH : BD : THE PINK FLAMINGO INC.

00 FILE NUMBER : 795103992 EXPIRY DATE : 10JUL 2024 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20230710 1418 1901 7438 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
DAVID PRESTA
09 ADDRESS : 375 MARGARET PL
CITY : ANCASTER PROV: ON POSTAL CODE: L9G 3G7
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE PINK FLAMINGO INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 2 ENQUIRY PAGE : 3 OF 4

SEARCH : BD : THE PINK FLAMINGO INC.

00 FILE NUMBER : 795947886 EXPIRY DATE : 04AUG 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20230804 1119 1902 7944 REG TYP: P PPSA REG PERIOD: 01
02 IND DOB : IND NAME:
03 BUS NAME: THE PINK FLAMINGO INC.
OCN :
04 ADDRESS : 394 APPLEBY LINE
CITY : BRAMPTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
CAMERON DAVID TOPP
09 ADDRESS : 101-49 ROBINSON STREET
CITY : HAMILTON PROV: ON POSTAL CODE: L8P 1Y7
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X 539500 25JUL2024
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 SECURE NOTICE OF ASSIGNMENT OF RENTS AND GENERAL SECURITY AGREEMENT
14 ON 557 GOVERNMENT RD W, KIRKLAND LAKE, ONTARIO P2N 3G1 AND 40 COMFORT
15 ST, KIRKLAND LAKE, ONTARIO P2N 3B2 AND 223 BEVERLEY ST, SAULT
16 AGENT: ESC CORPORATE SERVICES LTD.
17 ADDRESS : 445 KING STREET WEST, SUITE 400
CITY : TORONTO PROV: ON POSTAL CODE: M5V 1K4

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE PINK FLAMINGO INC.

FILE CURRENCY: December 20, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 2 ENQUIRY PAGE : 4 OF 4

SEARCH : BD : THE PINK FLAMINGO INC.

00 FILE NUMBER : 795947886 EXPIRY DATE : 04AUG 2024 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20230804 1119 1902 7944 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 S.MARIE, ONTARIO P6A 1S1
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:
LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

T A B L E

THIS IS **EXHIBIT "L"** REFERRED TO IN THE AFFIDAVIT
OF ROBERT CLARK, SWORN BEFORE ME
THIS 23RD DAY OF JANUARY, 2024.

Joshua Foster

JOSHUA FOSTER

A Commissioner for taking Affidavits
(or as may be)

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: JOINT CAPTAIN REAL ESTATE INC.

FILE CURRENCY: January 15, 2024

RESPONSE CONTAINS: APPROXIMATELY 1 FAMILIES and 1 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: JOINT CAPTAIN REAL ESTATE INC.

FILE CURRENCY: January 15, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 1

SEARCH : BD : JOINT CAPTAIN REAL ESTATE INC.

00 FILE NUMBER : 783440226 EXPIRY DATE : 30MAY 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220530 1655 1590 4655 REG TYP: P PPSA REG PERIOD: 2
02 IND DOB : IND NAME:
03 BUS NAME: JOINT CAPTAIN REAL ESTATE INC.
OCN : 2818221
04 ADDRESS : 394 APPLEBY LINE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 2X8
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
JAMES INNES AND SARAH INNES
09 ADDRESS : 54 WINTERGARDEN COURT
CITY : LONDON PROV: ON POSTAL CODE: N5Y 5M3
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X X X
YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 GENERAL SECURITY AGREEMENT

14

15

16 AGENT: JEFFREY ELLIOTT PROFESSIONAL CORPORATION (FILE NO. 2022546)

17 ADDRESS : 950-495 RICHMOND STREET

CITY : LONDON PROV: ON POSTAL CODE: N6A 5A9

LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: NEAT NESTS INC.

FILE CURRENCY: January 7, 2024

ENQUIRY CONTAINS 0 PAGES, 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE MULLIGAN INC.

FILE CURRENCY: January 2, 2024

ENQUIRY CONTAINS 0 PAGES, 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: HORSES IN THE BACK INC.

FILE CURRENCY: January 7, 2024

ENQUIRY CONTAINS 0 PAGES, 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

TAB M

THIS IS **EXHIBIT "M"** REFERRED TO IN THE AFFIDAVIT
OF ROBERT CLARK, SWORN BEFORE ME
THIS 23RD DAY OF JANUARY, 2024.

Joshua Foster

JOSHUA FOSTER

A Commissioner for taking Affidavits
(or as may be)

PROMISSORY NOTE LOAN AGREEMENT

Borrowers: Interlude Inc. (the "Borrowers") with personal guarantor Dylan Suitor (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

Principle Amount: \$57,511.84 CAD

1. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$57,511.84 CAD. The term is 1 Year Fixed term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$814.75 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via e-transfer to investor@thewindrosegroupp.ca that will be recorded and forwarded directly to the lender. Intended advance date to be **September 01, 2023**; this is subject to change with notice.
2. A consulting and administration fee of \$569.42 shall apply.
3. On advance of the principle amount of \$57,511.84, on or before September 01, 2023, the funds will be distributed as follows by the Lenders:
 - a. \$56,942.42 is being reinvested from 303 River road.
 - b. \$569.42 consulting and administration fee deducted from advance and therefore included in this loan.
4. Principle owing at the end of the term will be \$57,511.84 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before September 01, 2024, or the sale or refinancing of 6 Bloor St, Sudbury ON P3C 2K2 whichever is soonest. The Lenders and Borrowers may agree to a 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the

 DS

Borrowers Initials

 CD

Lenders Initials

Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on September 01, 2024. This includes, but is not limited to, the property located at 6 Bloor St, Sudbury ON P3C 2K2, Canada.

9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

The logo consists of the letters 'DS' in a stylized font, with a small red circle containing a white letter 'G' to the left of the 'D'. The entire logo is enclosed in a hand-drawn black oval.

Borrowers Initials

The logo consists of the letters 'CD' in a stylized font, with a small red circle containing a white letter 'G' to the left of the 'C'. The entire logo is enclosed in a hand-drawn black oval.

Lenders Initials

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-09-01

Date: (dd/mm/yyyy).

Dylan Suitor

Interlude Inc.(Borrowers)

Dylan Suitor

Dylan Suitor (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-09-05

Date: (dd/mm/yyyy).

Claire Drage

The Lion's Share Group Inc. (Lenders)



Borrowers Initials



Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelton ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): Interlude Inc. - Dylan Suitor

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

Telephone Number: On Application **E-mail Address:** On Application

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.



I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.

Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$814.75** for **6 Bloor St, Sudbury ON P3C 2K2** (Ref: MACC-555316 6 Bloor HML CD)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **October 01, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:



Name: Interlude Inc. Dylan Suitor
Signing Officers

Signature of Joint Account Holder (if applicable)

Date: 2023-09-01

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca



Borrowers Initials



Lenders Initials

PROMISSORY NOTE LOAN AGREEMENT

Borrowers: Interlude Inc. (the "Borrowers") with personal guarantor(s) Dylan Suitor and (the "Borrowers")

Lenders: The Lion's Share Group Inc (the "Lenders")

Principle Amount: \$5,040.02 CAD

1. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$5,040.02 CAD. The term is 1 Year Fixed term fully open. PAYMENTS: The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$71.40 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via e-transfer to investor@thewindrosegroupp.ca that will be recorded and forwarded directly to the lender.

Intended advance date to be **May 09, 2022**; this is subject to change with notice.

2. A consulting and administration fee of \$49.90 shall apply.
3. On advance of the principle amount of \$5,040.02, on or before May 09, 2022, the funds will be distributed as follows by the Lenders:
 - a. \$4,990.12 funds from outstanding payments loan on 257 Jean.
 - b. \$49.90 consulting and administration fee deducted from advance and therefore included in this loan.
4. Principle owing at the end of the term will be \$5,040.02 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before May 09, 2023, or the sale or refinance of 6 Bloor St, Sudbury ON P3C 2K2 whichever is soonest. The Lenders and Borrowers may agree to a 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all


Borrowers Initials


Lenders Initials

amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on May 09, 2023. This includes, but is not limited to, the property located at 6 Bloor St, Sudbury ON P3C 2K2, Canada.

9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating



Borrowers Initials



Lenders Initials

interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-07-19

Date: (dd/mm/yyyy).

 Dylan Suitor

Interlude Inc.(Borrowers)

 Dylan Suitor

Dylan Suitor (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-07-19

Date: (dd/mm/yyyy).

 Claire Drage

The Lion's Share Group Inc (Lenders)

 DS

Borrowers Initials

 CD

Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelton ON L8B 0Z2

1. Category: Personal: Business:
2. Customer Information (please print clearly):

Name(s): Interlude Inc. - Dylan Suitor

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file Telephone Number: On Application E-mail Address: On Application

3. Customer Bank Account Information

As per Void Cheque on file for this borrower/corporation.



I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.

Chequing Account: Savings Account:

4. Pre-Authorized Debit (PAD) Details

You, the Payor, authorize The Lion's Share Group Inc (Payee). to debit the bank account identified above for:

- the Fixed Amount of \$0.00 for 6 Bloor St, Sudbury ON P3C 2K2 (Ref: MACC-555316 6 Bloor HML \$5K CD)
- Occurring at set intervals of Monthly
- With the first payment commencing and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Signature of Joint Account Holder (if applicable)


Name: Interlude Inc. Dylan Suitor
Signing Officers

Date: 2023-07-19

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca



Borrowers Initials



Lenders Initials

PROMISSORY NOTE LOAN AGREEMENT

SHORTFALL AND CLOSING COSTS

Borrowers: Interlude (the "Borrowers") with personal guarantor(s) Dylan Suitor (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

Principle Amount: **\$72,032.61** CAD broken up into (see Statement including):

- a) Shortfall amount of \$59,000.00
- b) Closing Costs amount of \$13,032.61

1. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of **\$72,032.61** CAD. The terms are 1 Year Fixed term fully open and broken down as follows:
 - a) **Shortfall amount of \$59,000.00:** The Initial Interest Rate charged for the term will be 9% per annum compounding monthly with monthly payments of \$442.50 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit. A lender fee of \$1,770.00 will be deducted from the advance.
 - b) **Closing Costs amount of \$13,032.61.** The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$184.63 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit.

The combined monthly payment of the Shortfall and Closing Costs will be \$627.13 via Pre Authorised Debit included in this Agreement.

Intended advance date to be November 14, 2022; this is subject to change with notice.

2. A consulting and administration fee of \$719.04 shall apply and has been added to this loan.
3. On advance of the principle amount of **\$72,032.61**, on or before November 14, 2022, the funds will be distributed as follows by the **Lenders**:
 - a) \$69,543.57 deposit by wire transfer for immediate clearance into the Borrowers bank account (void cheque attached). This is the principle amount borrowed minus Lenders bank fees and \$719.04 consulting and administration fee and Lender Fee of \$1,770.00.
 - b) \$719.04 consulting and administration fee to Claire DRAGE via e-transfer to investor@thewindrosegroupp.ca
4. Principle owing at the end of the term will be \$72,032.61 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before November 14, 2023, or the sale or refinance of 6 Bloor St, Sudbury, ON P3C2K2 whichever is soonest. The Lenders and Borrowers may agree to a 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the



Borrowers Initials



Lenders Initials

Lenders representative (Claire DRAGE) in writing to request such an extension with an explanation.

6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on November 14, 2023. This includes, but is not limited to, the property located at 6 Bloor St, Sudbury, ON P3C2K2, Canada.
9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of ON.



Borrowers Initials



Lenders Initials

13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
- a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$200** (\$100 Lenders Fee & \$100 Administration Fee)
 - c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
 - d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
 - e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
 - f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

14/11/2022

Date: (dd/mm/yyyy).

SIGNED, SEALED, AND DELIVERED

14/11/2022

Date: (dd/mm/yyyy).

 Dylan Suitor
Interlude (Borrowers)

 Dylan Suitor
Dylan Suitor (Borrowers/Guarantors)

 Claire Drage

The Lion's Share Group Inc. (Lenders)

 DS

Borrowers Initials

 CD

Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelton ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): Interlude - Dylan Suitor -

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

Telephone Number: (905) 407-4289 **E-mail Address:** dylan@elevationrealty.ca

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.

Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**. to debit the bank account identified above for:

- the Fixed Amount of **\$627.13** for 6 Bloor St, Sudbury, ON P3C2K2 (Ref: MACC-555316 6 Bloor HML CS+SF)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **December 14, 2022** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Name: Dylan Suitor

Date: 14/11/2022

Signature of Joint Account Holder (if applicable)

Name: _____

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca


Borrowers Initials

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: Happy Gilmore Inc. (the "Borrowers") with personal guarantor(s) Ryan Molony and Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

- 1. Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$59,146.26** CAD which was due for renewal on October 22, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$59,146.26 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$837.91 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
- A consulting and administration fee of \$591.46 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- Principle amount of **\$59,146.26** is made up of the following:
 - \$52,644.99 renewal amount
 - \$4,474.82 = 6x deferred payments of \$745.80
 - \$1,500.00 = 6x deferred admin fee of \$250 (reduced from \$500, may be reimbursed if paid out on or before maturity)
 - \$526.45 = consulting and administration fee outstanding from previous renewal
- Principle owing at the end of the term will be \$59,146.26 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before April 22, 2024, or the sale of 30 Grosvenor Ave, Sault Ste Marie ON P6B 2L9 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in



enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on April 22, 2024. This includes, but is not limited to, the property located at 30 Grosvenor Ave, Sault Ste Marie ON P6B 2L9, Canada.

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the



term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-12-12

Date: (dd/mm/yyyy).

 Ryan Molony

Happy Gilmore Inc.(Borrowers)

(Borrowers)

 Ryan Molony

Ryan Molony (Borrowers/Guarantors)

 Aruba Butt

Aruba Butt (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-12-11

Date: (dd/mm/yyyy).

 Claire Drage

The Lion's Share Group Inc. (Lenders)



PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelton ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): Happy Gilmore Inc. - Ryan Molony - Aruba Butt

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.

Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$837.91** for **30 Grosvenor Ave, Sault Ste Marie ON P6B 2L9** (Ref: MACC-533102 30 Grosvenor HML \$50K RENEWAL #2)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **November 22, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Signature of Joint Account Holder (if applicable)

Name: Happy Gilmore Inc.

Ryan Molony

Signing Officers

2023-12-12

2023-12-11

Date: _____

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to

receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca


The image shows handwritten initials in black ink. On the left, the letters 'R' and 'M' are written in a cursive style. Above the 'R' is a red circle, and above the 'M' is another red circle. These two letters are enclosed within a black oval. To the right of this, the letters 'A' and 'B' are written in a similar cursive style. Further to the right, the letters 'C' and 'D' are written. Above the 'C' is a red circle, and above the 'D' is another red circle. These two letters are enclosed within a second black oval.

Borrowers Initials Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: Happy Gilmore Inc. (the "Borrowers") with personal guarantor(s) Ryan Molony and Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

- 1. Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$40,433.21** CAD which was due for renewal on October 27, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$40,433.21 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$572.80 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
- A consulting and administration fee of \$404.33 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- Principle amount of **\$40,433.21** is made up of the following:
 - \$35,555.45 renewal amount
 - \$3,022.21 = 6x deferred payments of \$503.70
 - \$1,500.00 = 6x deferred admin fee of \$250 (reduced from \$500, may be reimbursed if paid out on or before maturity)
 - \$355.55 = consulting and administration fee outstanding from previous renewal
- Principle owing at the end of the term will be \$40,433.21 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before April 27, 2024, or the sale of 30 Grosvenor Ave, Sault Ste Marie ON P6B 2L9 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in



enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on April 27, 2024. This includes, but is not limited to, the property located at 30 Grosvenor Ave, Sault Ste Marie ON P6B 2L9, Canada.

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the

Handwritten initials of the Borrowers and Lenders. The Borrowers' initials are 'RM' and the Lenders' initials are 'CD'. Each set of initials is enclosed in a red circle, and the two circles are connected by a horizontal line.

term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-12-12

Date: (dd/mm/yyyy).

 Ryan Molony

Happy Gilmore Inc.(Borrowers)

(Borrowers)

 Ryan Molony

Ryan Molony (Borrowers/Guarantors)

 Aruba Butt

Aruba Butt (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-12-11

Date: (dd/mm/yyyy).

 Claire Drage

The Lion's Share Group Inc. (Lenders)



PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelton ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): Happy Gilmore Inc. - Ryan Molony - Aruba Butt

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.

CRM
AB

Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$572.80** for **30 Grosvenor Ave, Sault Ste Marie ON P6B 2L9** (Ref: MACC-533102 30 Grosvenor HML CS+SF RENEWAL #2)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **November 27, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

CRM
Ryan Molony

Signature of Joint Account Holder (if applicable)

CRM
Aruba Butt

Name: Happy Gilmore Inc.

Ryan Molony

Signing Officers

2023-12-12

2023-12-11

Date: _____

Date: _____

CRM AB CD

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca



Borrowers Initials

Lenders Initials

PROMISSORY NOTE LOAN AGREEMENT

SHORTFALL AND CLOSING COSTS

Borrowers: Happy Gilmore Inc. (the "Borrowers") with personal guarantor(s) Ryan Molony and Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

Principle Amount: \$59,524.94 CAD broken up into (see Statement including):

- a) Shortfall amount of \$45,600.00
- b) Closing Costs amount of \$13,924.94

1. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of **\$59,524.94** CAD. The terms are 1 Year Fixed term fully open and broken down as follows:
 - a) **Shortfall amount of \$45,600.00:** The Initial Interest Rate charged for the term will be 9% per annum compounding monthly with monthly payments of \$342.00 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit. A lender fee of \$1,368.00 will be deducted from the advance.
 - b) **Closing Costs amount of \$13,924.94.** The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$197.27 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit.

The combined monthly payment of the Shortfall and Closing Costs will be \$539.27 via Pre Authorised Debit included in this Agreement.

Intended advance date to be August 04, 2022; this is subject to change with notice.

2. A consulting and administration fee of \$593.87 shall apply and has been added to this loan.
3. On advance of the principle amount of **\$59,524.94**, on or before August 04, 2022, the funds will be distributed as follows by the **Lenders**:
 - a) \$57,563.07 deposit by wire transfer for immediate clearance into the Borrowers bank account (void cheque attached). This is the principle amount borrowed minus Lenders bank fees and \$593.87 consulting and administration fee and Lender Fee of \$1,368.00.
 - b) \$593.87 consulting and administration fee to Claire DRAGE via e-transfer to investor@thewindrosegroupp.ca
4. Principle owing at the end of the term will be \$59,524.94 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before August 04, 2023, or the sale or refinance of 48 Churchill Ave., Sault Ste Marie, Ontario P6C 2R2 whichever is soonest. The Lenders and Borrowers may agree to a 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully



Borrowers Initials



Lenders Initials

responsible for contacting the Lenders representative (Claire DRAGE) in writing to request such an extension with an explanation.

6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on August 04, 2023. This includes, but is not limited to, the property located at 48 Churchill Ave., Sault Ste Marie, Ontario P6C 2R2, Canada.
9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of Ontario.



Borrowers Initials



Lenders Initials

13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
- a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$200** (\$100 Lenders Fee & \$100 Administration Fee)
 - c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
 - d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
 - e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
 - f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

05/08/2022

Date: (dd/mm/yyyy).

SIGNED, SEALED, AND DELIVERED

17/08/2022

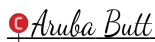
Date: (dd/mm/yyyy).



Happy Gilmore Inc.(Borrowers)



Ryan Molony (Borrowers/Guarantors)



Aruba Butt (Borrowers/Guarantors)



The Lion's Share Group Inc. (Lenders)

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freerton ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): Happy Gilmore Inc. - Ryan Molony - Aruba Butt

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

Telephone Number: **E-mail Address:** ryan@siddevelopments.ca

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.

RM

AB

Chequing Account: **Savings Account:**

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**. to debit the bank account identified above for:

- the Fixed Amount of **\$539.27** for 48 Churchill Ave., Sault Ste Marie, Ontario P6C 2R2 (Ref: MACC-537671 48 Churchill HML CS+SF)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **September 04, 2022** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Ryan Molony

Name: Ryan Molony

Date: 05/08/2022

Signature of Joint Account Holder (if applicable)

Aruba Butt

Name: Aruba Butt

Date: 05/08/2022

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

RM AB

Borrowers Initials

CD

Lenders Initials

PROMISSORY NOTE LOAN AGREEMENT

SHORTFALL AND CLOSING COSTS

Borrowers: Happy Gilmore Inc. (the "Borrowers") with personal guarantor(s) Ryan Molony and Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

Principle Amount: \$59,524.94 CAD broken up into (see Statement including):

- a) Shortfall amount of \$45,600.00
- b) Closing Costs amount of \$13,924.94

1. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of **\$59,524.94** CAD. The terms are 1 Year Fixed term fully open and broken down as follows:
 - a) **Shortfall amount of \$45,600.00:** The Initial Interest Rate charged for the term will be 9% per annum compounding monthly with monthly payments of \$342.00 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit. A lender fee of \$1,368.00 will be deducted from the advance.
 - b) **Closing Costs amount of \$13,924.94.** The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$197.27 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit.

The combined monthly payment of the Shortfall and Closing Costs will be \$539.27 via Pre Authorised Debit included in this Agreement.

Intended advance date to be August 04, 2022; this is subject to change with notice.

2. A consulting and administration fee of \$593.87 shall apply and has been added to this loan.
3. On advance of the principle amount of **\$59,524.94**, on or before August 04, 2022, the funds will be distributed as follows by the **Lenders**:
 - a) \$57,563.07 deposit by wire transfer for immediate clearance into the Borrowers bank account (void cheque attached). This is the principle amount borrowed minus Lenders bank fees and \$593.87 consulting and administration fee and Lender Fee of \$1,368.00.
 - b) \$593.87 consulting and administration fee to Claire DRAGE via e-transfer to investor@thewindrosegroupp.ca
4. Principle owing at the end of the term will be \$59,524.94 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before August 04, 2023, or the sale or refinance of 48 Churchill Ave., Sault Ste Marie, Ontario P6C 2R2 whichever is soonest. The Lenders and Borrowers may agree to a 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully



Borrowers Initials



Lenders Initials

responsible for contacting the Lenders representative (Claire DRAGE) in writing to request such an extension with an explanation.

6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on August 04, 2023. This includes, but is not limited to, the property located at 48 Churchill Ave., Sault Ste Marie, Ontario P6C 2R2, Canada.
9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of Ontario.

Borrowers Initials

Lenders Initials

13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
- a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$200** (\$100 Lenders Fee & \$100 Administration Fee)
 - c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
 - d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
 - e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
 - f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

05/08/2022

Date: (dd/mm/yyyy).

SIGNED, SEALED, AND DELIVERED

17/08/2022


Date: (dd/mm/yyyy).

 Ryan Molony

Happy Gilmore Inc.(Borrowers)

 Ryan Molony

Ryan Molony (Borrowers/Guarantors)

 Aruba Butt

Aruba Butt (Borrowers/Guarantors)

 Claire Drage

The Lion's Share Group Inc. (Lenders)

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freerton ON L8B 0Z2

1. Category: Personal: Business:

2. Customer Information (please print clearly):

Name(s): Happy Gilmore Inc. - Ryan Molony - Aruba Butt

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

Telephone Number: E-mail Address: ryan@siddevelopments.ca

3. Customer Bank Account Information

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.

RM

AB

Chequing Account: Savings Account:

4. Pre-Authorized Debit (PAD) Details

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**. to debit the bank account identified above for:

- the Fixed Amount of **\$539.27** for 48 Churchill Ave., Sault Ste Marie, Ontario P6C 2R2 (Ref: MACC-537671 48 Churchill HML CS+SF)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **September 04, 2022** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Ryan Molony

Name: Ryan Molony

Date: 05/08/2022

Signature of Joint Account Holder (if applicable)

Aruba Butt

Name: Aruba Butt

Date: 05/08/2022

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

RM AB

Borrowers Initials

CD

Lenders Initials

PROMISSORY NOTE LOAN AGREEMENT

SHORTFALL AND CLOSING COSTS

Borrowers: Happy Gilmore Inc. (the "Borrowers") with personal guarantor(s) Ryan Molony and Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

Principle Amount: **\$58,826.53** CAD broken up into (see Statement including):

- a) Shortfall amount of \$48,000.00
- b) Closing Costs amount of \$10,826.53

1. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of **\$58,826.53** CAD. The terms are 1 Year Fixed term fully open and broken down as follows:
 - a) **Shortfall amount of \$48,000.00:** The Initial Interest Rate charged for the term will be 9% per annum compounding monthly with monthly payments of \$360.00 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit. A lender fee of \$1,440.00 will be deducted from the advance.
 - b) **Closing Costs amount of \$10,826.53.** The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$153.38 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit.

The combined monthly payment of the Shortfall and Closing Costs will be \$513.38 via Pre Authorised Debit included in this Agreement.

Intended advance date to be July 13, 2022; this is subject to change with notice.

2. A consulting and administration fee of \$587.19 shall apply and has been added to this loan.
3. On advance of the principle amount of **\$58,826.53**, on or before July 13, 2022, the funds will be distributed as follows by the **Lenders**:
 - a) \$56,799.34 deposit by wire transfer for immediate clearance into the Borrowers bank account (void cheque attached). This is the principle amount borrowed minus Lenders bank fees and \$587.19 consulting and administration fee and Lender Fee of \$1,440.00.
 - b) \$587.19 consulting and administration fee to Claire DRAGE via e-transfer to investor@thewindrosegroupp.ca
4. Principle owing at the end of the term will be \$58,826.53 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before July 13, 2023, or the sale or refinance of 52 Edinburgh St, Sault Ste. Marie, ON P6A1K7 whichever is soonest. The Lenders and Borrowers may agree to a 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully



Borrowers Initials




Lenders Initials

responsible for contacting the Lenders representative (Claire DRAGE) in writing to request such an extension with an explanation.

6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on July 13, 2023. This includes, but is not limited to, the property located at 52 Edinburgh St, Sault Ste. Marie, ON P6A1K7, Canada.
9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of ON.

The image shows two sets of initials, 'CRM' and 'CAB', each enclosed in a red oval. The 'C' in both is a red circle.

Borrowers Initials

The image shows the initials 'CD' enclosed in a red oval. The 'C' is a red circle.

Lenders Initials

13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
- a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$200** (\$100 Lenders Fee & \$100 Administration Fee)
 - c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
 - d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
 - e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
 - f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

15/07/2022

Date: (dd/mm/yyyy).

SIGNED, SEALED, AND DELIVERED

18/07/2022

Date: (dd/mm/yyyy).

 Ryan Molony

Happy Gilmore Inc.(Borrowers)

 Ryan Molony

Ryan Molony (Borrowers/Guarantors)

 Aruba Butt

Aruba Butt (Borrowers/Guarantors)

 Claire Drage

The Lion's Share Group Inc. (Lenders)



Borrowers Initials



Lenders Initials

1 YEAR SHORTFALL AND CLOSING COSTS PROMISSORY NOTE LOAN FOR:

Name of Borrower: Ryan Molony
Name of Lender: Claire Drage
Start date of loan: 13-Jul-22

Property Address: 52 Edinburgh
Borrower Corporate Name: Happy Gilmore
Renewal/Payout of Loan: 13-Jul-23

LOAN TERMS SHORTFALL

Loan amount \$48,000.00
Interest Rate for Payments 9% *Excludes Lender Fee*
No. of Payments due in Term 12
Monthly Payment Amount \$360.00

LOAN TERMS CLOSING COSTS

Loan amount \$10,826.53
Annual Interest Rate 17%
No. of Payments due in Term 0
Monthly Interest Accruing: \$153.38

**Interest accrues using simple interest and payable on payout or renewal*

No.	Date of Payment Due	Int. Rate	Payments Made by Borrower	Interest \$ or Other Fees	Loan and Balance Owning	Notes
	13-Jul-22				\$ 48,000.00	
	13-Aug-22	9%		\$ 360.00	\$ 48,360.00	
1	13-Aug-22		\$360.00		\$ 48,000.00	Payment Due
	13-Sep-22	9%		\$ 360.00	\$ 48,360.00	
2	13-Sep-22		\$360.00		\$ 48,000.00	Payment Due
	13-Oct-22	9%		\$ 360.00	\$ 48,360.00	
3	13-Oct-22		\$360.00		\$ 48,000.00	Payment Due
	13-Nov-22	9%		\$ 360.00	\$ 48,360.00	
4	13-Nov-22		\$360.00		\$ 48,000.00	Payment Due
	13-Dec-22	9%		\$ 360.00	\$ 48,360.00	
5	13-Dec-22		\$360.00		\$ 48,000.00	Payment Due
	13-Jan-23	9%		\$ 360.00	\$ 48,360.00	
6	13-Jan-23		\$360.00		\$ 48,000.00	Payment Due
	13-Feb-23	9%		\$ 360.00	\$ 48,360.00	
7	13-Feb-23		\$360.00		\$ 48,000.00	Payment Due
	13-Mar-23	9%		\$ 360.00	\$ 48,360.00	
8	13-Mar-23		\$360.00		\$ 48,000.00	Payment Due
	13-Apr-23	9%		\$ 360.00	\$ 48,360.00	
9	13-Apr-23		\$360.00		\$ 48,000.00	Payment Due
	13-May-23	9%		\$ 360.00	\$ 48,360.00	
10	13-May-23		\$360.00		\$ 48,000.00	Payment Due
	13-Jun-23	9%		\$ 360.00	\$ 48,360.00	
11	13-Jun-23		\$360.00		\$ 48,000.00	Payment Due
	13-Jul-23	9%		\$ 360.00	\$ 48,360.00	
12	13-Jul-23		\$360.00		\$ 48,000.00	Payment Due
12 Totals			\$ 4,320.00	\$ 4,320.00	\$ 48,000.00	

No.	Date Interest Accruing	Interest Rate	Interest \$ or Other Fees	Loan and Balance Owning	Notes
	13-Jul-22			\$10,826.53	
	13-Aug-22	17%	\$ 153.38	\$10,979.91	
1	13-Aug-22			\$10,979.91	
	13-Sep-22	17%	\$ 153.38	\$11,133.29	
2	13-Sep-22			\$11,133.29	
	13-Oct-22	17%	\$ 153.38	\$11,286.66	
3	13-Oct-22			\$11,286.66	
	13-Nov-22	17%	\$ 153.38	\$11,440.04	
4	13-Nov-22			\$11,440.04	
	13-Dec-22	17%	\$ 153.38	\$11,593.41	
5	13-Dec-22			\$11,593.41	
	13-Jan-23	17%	\$ 153.38	\$11,746.79	
6	13-Jan-23			\$11,746.79	
	13-Feb-23	17%	\$ 153.38	\$11,900.16	
7	13-Feb-23			\$11,900.16	
	13-Mar-23	17%	\$ 153.38	\$12,053.54	
8	13-Mar-23			\$12,053.54	
	13-Apr-23	17%	\$ 153.38	\$12,206.92	
9	13-Apr-23			\$12,206.92	
	13-May-23	17%	\$ 153.38	\$12,360.29	
10	13-May-23			\$12,360.29	
	13-Jun-23	17%	\$ 153.38	\$12,513.67	
11	13-Jun-23			\$12,513.67	
	13-Jul-23	17%	\$ 153.38	\$12,667.04	
12	13-Jul-23			\$12,667.04	
12 Totals			\$ 1,840.51	\$12,667.04	



Borrowers Initials



Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelton ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): Happy Gilmore Inc. - Ryan Molony - Aruba Butt

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

Telephone Number: (289) 834-3875 **E-mail Address:** ryan@siddevelopments.ca

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.

 RM

Chequing Account: Savings Account:

 AB

4. **Pre-Authorized Debit (PAD) Details**


You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:


- the Fixed Amount of **\$513.38** for 52 Edinburgh St, Sault Ste. Marie, ON P6A1K7 (Ref: MACC-543471 52 Edinburgh HML CS+SF)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **August 13, 2022** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Signature of Joint Account Holder (if applicable)


Name: Ryan Molony


Name: Aruba Butt

Date: 15/07/2022

Date: 15/07/2022

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

 RM

Borrowers Initials

 CD

Lenders Initials

PROMISSORY NOTE LOAN AGREEMENT

SHORTFALL AND CLOSING COSTS

Borrowers: Happy Gilmore Inc. (the "Borrowers") with personal guarantor(s) Ryan Molony and Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

Principle Amount: **\$58,826.53** CAD broken up into (see Statement including):

- a) Shortfall amount of \$48,000.00
- b) Closing Costs amount of \$10,826.53

1. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of **\$58,826.53** CAD. The terms are 1 Year Fixed term fully open and broken down as follows:
 - a) **Shortfall amount of \$48,000.00:** The Initial Interest Rate charged for the term will be 9% per annum compounding monthly with monthly payments of \$360.00 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit. A lender fee of \$1,440.00 will be deducted from the advance.
 - b) **Closing Costs amount of \$10,826.53.** The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$153.38 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit.

The combined monthly payment of the Shortfall and Closing Costs will be \$513.38 via Pre Authorised Debit included in this Agreement.

Intended advance date to be July 13, 2022; this is subject to change with notice.

2. A consulting and administration fee of \$587.19 shall apply and has been added to this loan.
3. On advance of the principle amount of **\$58,826.53**, on or before July 13, 2022, the funds will be distributed as follows by the **Lenders**:
 - a) \$56,799.34 deposit by wire transfer for immediate clearance into the Borrowers bank account (void cheque attached). This is the principle amount borrowed minus Lenders bank fees and \$587.19 consulting and administration fee and Lender Fee of \$1,440.00.
 - b) \$587.19 consulting and administration fee to Claire DRAGE via e-transfer to investor@thewindrosegroupp.ca
4. Principle owing at the end of the term will be \$58,826.53 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before July 13, 2023, or the sale or refinance of 52 Edinburgh St, Sault Ste. Marie, ON P6A1K7 whichever is soonest. The Lenders and Borrowers may agree to a 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully



Borrowers Initials



Lenders Initials

responsible for contacting the Lenders representative (Claire DRAGE) in writing to request such an extension with an explanation.

6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on July 13, 2023. This includes, but is not limited to, the property located at 52 Edinburgh St, Sault Ste. Marie, ON P6A1K7, Canada.
9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of ON.



Borrowers Initials



Lenders Initials

13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
- a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$200** (\$100 Lenders Fee & \$100 Administration Fee)
 - c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
 - d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
 - e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
 - f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

15/07/2022

Date: (dd/mm/yyyy).

SIGNED, SEALED, AND DELIVERED

18/07/2022

Date: (dd/mm/yyyy).

 Ryan Molony

Happy Gilmore Inc.(Borrowers)

 Ryan Molony

Ryan Molony (Borrowers/Guarantors)

 Aruba Butt

Aruba Butt (Borrowers/Guarantors)

 Claire Drage

The Lion's Share Group Inc. (Lenders)

Borrowers Initials



Lenders Initials

1 YEAR SHORTFALL AND CLOSING COSTS PROMISSORY NOTE LOAN FOR:

Name of Borrower: Ryan Molony
Name of Lender: Claire Drage
Start date of loan: 13-Jul-22

Property Address: 52 Edinburgh
Borrower Corporate Name: Happy Gilmore
Renewal/Payout of Loan: 13-Jul-23

LOAN TERMS SHORTFALL

Loan amount \$48,000.00
Interest Rate for Payments 9% *Excludes Lender Fee*
No. of Payments due in Term 12
Monthly Payment Amount \$360.00

LOAN TERMS CLOSING COSTS

Loan amount \$10,826.53
Annual Interest Rate 17%
No. of Payments due in Term 0
Monthly Interest Accruing: \$153.38

**Interest accrues using simple interest and payable on payout or renewal*

No.	Date of Payment Due	Int. Rate	Payments Made by Borrower	Interest \$ or Other Fees	Loan and Balance Owning	Notes
	13-Jul-22				\$ 48,000.00	
	13-Aug-22	9%		\$ 360.00	\$ 48,360.00	
1	13-Aug-22		\$360.00		\$ 48,000.00	Payment Due
	13-Sep-22	9%		\$ 360.00	\$ 48,360.00	
2	13-Sep-22		\$360.00		\$ 48,000.00	Payment Due
	13-Oct-22	9%		\$ 360.00	\$ 48,360.00	
3	13-Oct-22		\$360.00		\$ 48,000.00	Payment Due
	13-Nov-22	9%		\$ 360.00	\$ 48,360.00	
4	13-Nov-22		\$360.00		\$ 48,000.00	Payment Due
	13-Dec-22	9%		\$ 360.00	\$ 48,360.00	
5	13-Dec-22		\$360.00		\$ 48,000.00	Payment Due
	13-Jan-23	9%		\$ 360.00	\$ 48,360.00	
6	13-Jan-23		\$360.00		\$ 48,000.00	Payment Due
	13-Feb-23	9%		\$ 360.00	\$ 48,360.00	
7	13-Feb-23		\$360.00		\$ 48,000.00	Payment Due
	13-Mar-23	9%		\$ 360.00	\$ 48,360.00	
8	13-Mar-23		\$360.00		\$ 48,000.00	Payment Due
	13-Apr-23	9%		\$ 360.00	\$ 48,360.00	
9	13-Apr-23		\$360.00		\$ 48,000.00	Payment Due
	13-May-23	9%		\$ 360.00	\$ 48,360.00	
10	13-May-23		\$360.00		\$ 48,000.00	Payment Due
	13-Jun-23	9%		\$ 360.00	\$ 48,360.00	
11	13-Jun-23		\$360.00		\$ 48,000.00	Payment Due
	13-Jul-23	9%		\$ 360.00	\$ 48,360.00	
12	13-Jul-23		\$360.00		\$ 48,000.00	Payment Due
12 Totals			\$ 4,320.00	\$ 4,320.00	\$ 48,000.00	

No.	Date Interest Accruing	Interest Rate	Interest \$ or Other Fees	Loan and Balance Owning	Notes
	13-Jul-22			\$10,826.53	
	13-Aug-22	17%	\$ 153.38	\$10,979.91	
1	13-Aug-22			\$10,979.91	
	13-Sep-22	17%	\$ 153.38	\$11,133.29	
2	13-Sep-22			\$11,133.29	
	13-Oct-22	17%	\$ 153.38	\$11,286.66	
3	13-Oct-22			\$11,286.66	
	13-Nov-22	17%	\$ 153.38	\$11,440.04	
4	13-Nov-22			\$11,440.04	
	13-Dec-22	17%	\$ 153.38	\$11,593.41	
5	13-Dec-22			\$11,593.41	
	13-Jan-23	17%	\$ 153.38	\$11,746.79	
6	13-Jan-23			\$11,746.79	
	13-Feb-23	17%	\$ 153.38	\$11,900.16	
7	13-Feb-23			\$11,900.16	
	13-Mar-23	17%	\$ 153.38	\$12,053.54	
8	13-Mar-23			\$12,053.54	
	13-Apr-23	17%	\$ 153.38	\$12,206.92	
9	13-Apr-23			\$12,206.92	
	13-May-23	17%	\$ 153.38	\$12,360.29	
10	13-May-23			\$12,360.29	
	13-Jun-23	17%	\$ 153.38	\$12,513.67	
11	13-Jun-23			\$12,513.67	
	13-Jul-23	17%	\$ 153.38	\$12,667.04	
12	13-Jul-23			\$12,667.04	
12 Totals			\$ 1,840.51	\$12,667.04	



Borrowers Initials



Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelton ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): Happy Gilmore Inc. - Ryan Molony - Aruba Butt

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

Telephone Number: (289) 834-3875 **E-mail Address:** ryan@siddevelopments.ca

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.

 RM

Chequing Account: Savings Account:

 AB

4. **Pre-Authorized Debit (PAD) Details**


You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:


- the Fixed Amount of **\$513.38** for 52 Edinburgh St, Sault Ste. Marie, ON P6A1K7 (Ref: MACC-543471 52 Edinburgh HML CS+SF)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **August 13, 2022** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Signature of Joint Account Holder (if applicable)


Name: Ryan Molony


Name: Aruba Butt

Date: 15/07/2022

Date: 15/07/2022

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

 RM

Borrowers Initials


 CD

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: DSPLN Inc. (the "Borrowers") with personal guarantor(s) Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

- 1. Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$16,616.03** CAD which was due for renewal on September 10, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$16,616.03 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$235.39 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
- A consulting and administration fee of \$166.16 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- Principle amount of **\$16,616.03** is made up of the following:
 - \$13,804.59 renewal amount
 - \$1,173.39 = 6x deferred payments of \$195.57
 - \$1,500.00 = 6x deferred admin fee of \$250 (reduced from \$500)
 - \$138.05 = consulting and administration fee outstanding from previous renewal
- Principle owing at the end of the term will be \$16,616.03 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before March 10, 2024, or the sale of 59 Trelawne Ave, Sault Ste Marie ON P6B 2M7 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the



Borrowers Initials



Lenders Initials

principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on March 10, 2024. This includes, but is not limited to, the property located at 59 Trelawne Ave, Sault Ste Marie ON P6B 2M7, Canada. **The Borrower(s) and guarantor(s) hereby grants the Lender the right to, and acknowledges the Lender has the right to, register an interest in the land or lands owned by the Borrower, pursuant to s. 71 of the Land Titles Act, RSO 1990, c L.5.**

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).



Borrowers Initials



Lenders Initials

- b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)
- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-11-27

Date: (dd/mm/yyyy).

 *Aruba Butt*

DSPLN Inc.(Borrowers)

(Borrowers)

 *Aruba Butt*

Aruba Butt (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-10-18

Date: (dd/mm/yyyy).

 *Claire Drage*

The Lion's Share Group Inc. (Lenders)

 *AB*

Borrowers Initials

 *CD*

Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelon ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): DSPLN Inc. - Aruba Butt -

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.



Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$235.39** for **59 Trelawne Ave, Sault Ste Marie ON P6B 2M7** (Ref: MACC-523127 59 Trelawne HML CS RENEWAL #2)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **October 10, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:



Signature of Joint Account Holder (if applicable)

Name: DSPLN Inc.

Aruba Butt

Signing Officers

2023-11-27

Date: _____

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to



Borrowers Initials



Lenders Initials

receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

A signature line for borrowers, consisting of a horizontal line with a red circle containing the letter 'C' positioned above the left end of the line.

Borrowers Initials


A signature line for lenders, consisting of a horizontal line with a red circle containing the letter 'C' positioned above the left end of the line.

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: DSPLN Inc. (the "Borrowers") with personal guarantor(s) Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

- 1. Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$57,823.15** CAD which was due for renewal on October 22, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$57,823.15 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$819.16 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
- A consulting and administration fee of \$578.23 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- Principle amount of **\$57,823.15** is made up of the following:
 - \$51,436.66 renewal amount
 - \$4,372.12 = 6x deferred payments of \$728.69
 - \$1,500.00 = 6x deferred admin fee of \$250 (reduced from \$500, may be reimbursed if paid out on or before maturity)
 - \$514.37 = consulting and administration fee outstanding from previous renewal
- Principle owing at the end of the term will be \$57,823.15 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before April 22, 2024, or the sale of 60 Montgomery Ave, Timmins ON P4N 3G2 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in



Borrowers Initials



Lenders Initials

enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on April 22, 2024. This includes, but is not limited to, the property located at 60 Montgomery Ave, Timmins ON P4N 3G2, Canada.

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the



Borrowers Initials



Lenders Initials

term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-12-10

Date: (dd/mm/yyyy).

 Aruba Butt

DSPLN Inc.(Borrowers)

(Borrowers)

 Aruba Butt

Aruba Butt (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-12-11

Date: (dd/mm/yyyy).

 Claire Drage

The Lion's Share Group Inc. (Lenders)

 AB

Borrowers Initials

 CD

Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelon ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): DSPLN Inc. - Aruba Butt -

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.



Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$819.16** for **60 Montgomery Ave, Timmins ON P4N 3G2** (Ref: MACC-530567 60 Montgomery HML \$50K RENEWAL #2)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **November 22, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:



Signature of Joint Account Holder (if applicable)

Name: DSPLN Inc.

Aruba Butt

Signing Officers

2023-12-10

Date: _____

Date: _____



Borrowers Initials



Lenders Initials

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

A signature line for borrowers, consisting of a red circle containing the letter 'C', followed by the handwritten initials 'AB' in black ink, all enclosed within a black oval. A horizontal line is drawn below the initials.

Borrowers Initials


A signature line for lenders, consisting of a red circle containing the letter 'C', followed by the handwritten initials 'CD' in black ink, all enclosed within a black oval. A horizontal line is drawn below the initials.

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: DSPLN Inc. (the "Borrowers") with personal guarantor(s) Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

- 1. Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$28,269.49** CAD which was due for renewal on October 26, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$28,269.49 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$400.48 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
- A consulting and administration fee of \$282.69 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- Principle amount of **\$28,269.49** is made up of the following:
 - \$24,447.02 renewal amount
 - \$2,078.00 = 6x deferred payments of \$346.33
 - \$1,500.00 = 6x deferred admin fee of \$250 (reduced from \$500, may be reimbursed if paid out on or before maturity)
 - \$244.47 = consulting and administration fee outstanding from previous renewal
- Principle owing at the end of the term will be \$28,269.49 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before April 26, 2024, or the sale of 60 Montgomery Ave, Timmins ON P4N 3G2 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in



Borrowers Initials



Lenders Initials

enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on April 26, 2024. This includes, but is not limited to, the property located at 60 Montgomery Ave, Timmins ON P4N 3G2, Canada.

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the



Borrowers Initials



Lenders Initials

term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-12-10

Date: (dd/mm/yyyy).

 Aruba Butt

DSPLN Inc.(Borrowers)

(Borrowers)

 Aruba Butt

Aruba Butt (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-12-11

Date: (dd/mm/yyyy).

 Claire Drage

The Lion's Share Group Inc. (Lenders)

 AB

Borrowers Initials

 CD

Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelon ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): DSPLN Inc. - Aruba Butt -

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.



Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$400.48** for **60 Montgomery Ave, Timmins ON P4N 3G2** (Ref: MACC-530567 60 Montgomery HML CS RENEWAL #2)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **November 26, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:



Signature of Joint Account Holder (if applicable)

Name: DSPLN Inc.

Aruba Butt

Signing Officers

2023-12-10

Date: _____

Date: _____



Borrowers Initials



Lenders Initials

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

A signature line for borrowers, consisting of a horizontal line with a red circle containing the letter 'C' at the left end. The letters 'AB' are written in a cursive script above the line.

Borrowers Initials


A signature line for lenders, consisting of a horizontal line with a red circle containing the letter 'C' at the left end. The letters 'CD' are written in a cursive script above the line.

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: Interlude Inc. (the "Borrowers") with personal guarantor(s) Dylan Suitor (the "Borrowers")

Lenders: Bonnie Grant (the "Lenders")

- 1. Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$50,000.00** CAD which was originally advanced on May 09, 2022.
- 2. FOR VALUE RECEIVED,** The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$50,000.00 CAD. The term is 6 Month Term fully open from November 09, 2023. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$708.33 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via e-transfer to payments@thewindrosegroupp.ca.
- 3.** A consulting and administration fee of \$500.00 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- 4.** Principle owing at the end of the term will be \$50,000.00 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- 5.** This Note will be repaid in full on or before May 09, 2024, or the sale of 62 Sterling Ave. W, Timmins ON P4N 3K3 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- 6.** At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- 7.** Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- 8.** All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is



Borrowers Initials



Lenders Initials

secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on May 09, 2024. This includes, but is not limited to, the property located at 62 Sterling Ave. W, Timmins ON P4N 3K3, Canada. **The Borrower(s) and guarantor(s) hereby grants the Lender the right to, and acknowledges the Lender has the right to, register an interest in the land or lands owned by the Borrower, pursuant to s. 71 of the Land Titles Act, RSO 1990, c L.5.**

9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating

Borrowers Initials

Lenders Initials

interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-11-27

Date: (dd/mm/yyyy).

Dylan Suitor

Interlude Inc.(Borrowers)

Dylan Suitor

Dylan Suitor (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-10-27

Date: (dd/mm/yyyy).

Bonnie Grant

Bonnie Grant (Lenders)

DS

Borrowers Initials


BG

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: Interlude Inc. (the "Borrowers") with personal guarantor(s) Dylan Suitor (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

- 1. Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$16,947.08** CAD which was due for renewal on May 31, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$16,947.08 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$240.08 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
- A consulting and administration fee of \$169.47 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- Principle amount of **\$16,947.08** is made up of the following:
 - \$15,091.87 renewal amount
 - \$855.21 = 4x deferred payments of \$213.80
 - \$1,000.00 = 4x deferred admin fee of \$250 (reduced from \$500)
- Principle owing at the end of the term will be \$16,947.08 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before November 30, 2023, or the sale of 62 Sterling Ave. W, Timmins ON P4N 3K3 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the



Borrowers Initials



Lenders Initials

principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on November 30, 2023. This includes, but is not limited to, the property located at 62 Sterling Ave. W, Timmins ON P4N 3K3, Canada.

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is



Borrowers Initials



Lenders Initials

made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-06-28

Date: (dd/mm/yyyy).

 *Dylan Suitor*

Interlude Inc.(Borrowers)

(Borrowers)

 *Dylan Suitor*

Dylan Suitor (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-06-28

Date: (dd/mm/yyyy).

 *Claire Drage*

The Lion's Share Group Inc. (Lenders)

 *DS*

Borrowers Initials

 *CD*

Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelon ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): Interlude Inc. - Dylan Suitor -

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.



Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**. to debit the bank account identified above for:

- the Fixed Amount of **\$240.08** for **62 Sterling Ave. W, Timmins ON P4N 3K3** (Ref: MACC-531339 62 Sterling HML CS RENEWAL)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **June 30, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:



Signature of Joint Account Holder (if applicable)

Name: Interlude Inc.

Dylan Suitor

Signing Officers

2023-06-28

Date: _____

Date: _____



Borrowers Initials



Lenders Initials

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

The logo for Borrowers Initials features a red circle containing a white letter 'C' on the left. To its right, the letters 'DS' are written in a black, cursive script. Both the 'C' and 'DS' are enclosed within a black oval shape.

Borrowers Initials

The logo for Lenders Initials features a red circle containing a white letter 'C' on the left. To its right, the letters 'LD' are written in a black, cursive script. Both the 'C' and 'LD' are enclosed within a black oval shape.

Lenders Initials

RENEWAL PROMISSORY NOTE LOAN AGREEMENT – PAYMENTS

Borrowers: Interlude Inc. (the "Borrowers") with personal guarantor(s) Dylan Suitor (the "Borrowers")

Lenders: The Lion's Share Group Inc (the "Lenders")

Principle Amount Renewed: \$15,197.00 CAD. This amount is based on:

Original Promissory Note Loan Agreement Principle Amount of:	\$9,100.00
Interest Accrued from May 09, 2022 to May 09, 2023 at 17%:	\$1,547.00
<u>New payments to be made May 09, 2023 to November 09, 2023:</u>	<u>\$4,250.00</u>
<u>to Administration Fee as per Clause 3. Below:</u>	<u>\$300.00</u>
Total:	\$15,197.00

1. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of **\$15,197.00 CAD**. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly but only payable on the amounts drawn as per Clause 4., below. The interest shall accrue each month and be paid at the end of the term or on full repayment. Advance date to be May 09, 2023; this is subject to change with notice.
2. The borrower acknowledges that Claire Drage, Mortgage Broker will **continue** to make the monthly payments of **\$708.33** on behalf of the Borrower for the \$50,000.00 Promissory Note loan with Bonnie Grant that closed on May 09, 2023 and will be paid back at the end of the term or on full repayment whichever is sooner.
3. An administration fee of \$300.00 shall apply.
4. Principle owing at the end of the term will be \$15,197.00 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before November 09, 2023, or the sale or refinance of 62 Sterling Ave. W, Timmins ON P4N 3K3 whichever is soonest. The Lenders and Borrowers may agree to a 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees



Borrowers Initials



Lenders Initials

and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on November 09, 2023. This includes, but is not limited to, the property located at 62 Sterling Ave. W, Timmins ON P4N 3K3, Canada.

9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of Ontario.
13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and



Borrowers Initials



Lenders Initials

approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).

- b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$200** (\$100 Lenders Fee & \$100 Administration Fee)
- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-05-17 _____

Date: (dd/mm/yyyy).

 Dylan Suitor
Interlude Inc.(Borrowers)

 Dylan Suitor
Dylan Suitor (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-05-17 _____

Date: (dd/mm/yyyy).

 Claire Drage
The Lion's Share Group Inc (Lender)

 DS

Borrowers Initials

 CD

Lenders Initials

PROMISSORY NOTE LOAN AGREEMENT

SHORTFALL AND CLOSING COSTS

Borrowers: Happy Gilmore Inc (the "Borrowers") with personal guarantor(s) Ryan Molony and Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

Principle Amount: \$44,189.74 CAD broken up into (see Statement including):

- a) Shortfall amount of \$21,000.00
- b) Closing Costs amount of \$23,189.74

1. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of **\$44,189.74** CAD. The terms are 1 Year Fixed term fully open and broken down as follows:
 - a) **Shortfall amount of \$21,000.00:** The Initial Interest Rate charged for the term will be 9% per annum compounding monthly with monthly payments of \$157.50 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit. A lender fee of \$630.00 will be deducted from the advance.
 - b) **Closing Costs amount of \$23,189.74.** The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$328.52 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit.

The combined monthly payment of the Shortfall and Closing Costs will be \$486.02 via Pre Authorised Debit included in this Agreement.

Intended advance date to be October 04, 2022; this is subject to change with notice.

2. A consulting and administration fee of \$439.60 shall apply and has been added to this loan.
3. On advance of the principle amount of **\$44,189.74**, on or before October 04, 2022, the funds will be distributed as follows by the **Lenders**:
 - a) \$43,120.14 deposit by wire transfer for immediate clearance into the Borrowers bank account (void cheque attached). This is the principle amount borrowed minus Lenders bank fees and \$439.60 consulting and administration fee and Lender Fee of \$630.00.
 - b) \$439.60 consulting and administration fee to Claire DRAGE via e-transfer to investor@thewindrosegroupp.ca
4. Principle owing at the end of the term will be \$44,189.74 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before October 04, 2023, or the sale or refinance of 68 St George Ave, Sault Ste Marie, ON P6B1W7 whichever is soonest. The Lenders and Borrowers may agree to a 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully



Borrowers Initials



Lenders Initials

responsible for contacting the Lenders representative (Claire DRAGE) in writing to request such an extension with an explanation.

6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on October 04, 2023. This includes, but is not limited to, the property located at 68 St George Ave, Sault Ste Marie, ON P6B1W7, Canada.
9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of ON.



Borrowers Initials



Lenders Initials

13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
- a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$200** (\$100 Lenders Fee & \$100 Administration Fee)
 - c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
 - d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
 - e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
 - f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED


11/10/2022


Date: (dd/mm/yyyy).


SIGNED, SEALED, AND DELIVERED

11/10/2022

Date: (dd/mm/yyyy).


Happy Gilmore Inc(Borrowers)


Ryan Molony (Borrowers/Guarantors)


Aruba Butt (Borrowers/Guarantors)


The Lion's Share Group Inc. (Lenders)



Borrowers Initials



Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freerton ON L8B 0Z2

1. Category: Personal: Business:

2. Customer Information (please print clearly):

Name(s): Happy Gilmore Inc - Ryan Molony - Aruba Butt

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

Telephone Number: 905-580-1372 E-mail Address: ryan@siddevelopments.ca

3. Customer Bank Account Information

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.

CRM

AB

Chequing Account: Savings Account:

4. Pre-Authorized Debit (PAD) Details

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**. to debit the bank account identified above for:

- the Fixed Amount of **\$486.02** for 68 St George Ave, Sault Ste Marie, ON P6B1W7 (Ref: MACC-552690 68 St George HML CS+SF)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **November 04, 2022** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Signature of Joint Account Holder (if applicable)



Name: Ryan Molony



Name: Aruba Butt

Date: 11/10/2022

Date: 11/10/2022

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca



Borrowers Initials



Lenders Initials

PROMISSORY NOTE LOAN AGREEMENT

SHORTFALL AND CLOSING COSTS

Borrowers: Happy Gilmore Inc (the "Borrowers") with personal guarantor(s) Ryan Molony and Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

Principle Amount: \$44,189.74 CAD broken up into (see Statement including):

- a) Shortfall amount of \$21,000.00
- b) Closing Costs amount of \$23,189.74

1. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of **\$44,189.74** CAD. The terms are 1 Year Fixed term fully open and broken down as follows:
 - a) **Shortfall amount of \$21,000.00:** The Initial Interest Rate charged for the term will be 9% per annum compounding monthly with monthly payments of \$157.50 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit. A lender fee of \$630.00 will be deducted from the advance.
 - b) **Closing Costs amount of \$23,189.74.** The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$328.52 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit.

The combined monthly payment of the Shortfall and Closing Costs will be \$486.02 via Pre Authorised Debit included in this Agreement.

Intended advance date to be October 04, 2022; this is subject to change with notice.

2. A consulting and administration fee of \$439.60 shall apply and has been added to this loan.
3. On advance of the principle amount of **\$44,189.74**, on or before October 04, 2022, the funds will be distributed as follows by the **Lenders**:
 - a) \$43,120.14 deposit by wire transfer for immediate clearance into the Borrowers bank account (void cheque attached). This is the principle amount borrowed minus Lenders bank fees and \$439.60 consulting and administration fee and Lender Fee of \$630.00.
 - b) \$439.60 consulting and administration fee to Claire DRAGE via e-transfer to investor@thewindrosegroupp.ca
4. Principle owing at the end of the term will be \$44,189.74 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before October 04, 2023, or the sale or refinance of 68 St George Ave, Sault Ste Marie, ON P6B1W7 whichever is soonest. The Lenders and Borrowers may agree to a 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully



Borrowers Initials



Lenders Initials

responsible for contacting the Lenders representative (Claire DRAGE) in writing to request such an extension with an explanation.

6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on October 04, 2023. This includes, but is not limited to, the property located at 68 St George Ave, Sault Ste Marie, ON P6B1W7, Canada.
9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of ON.



Borrowers Initials



Lenders Initials

13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
- a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$200** (\$100 Lenders Fee & \$100 Administration Fee)
 - c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
 - d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
 - e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
 - f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED


11/10/2022

Date: (dd/mm/yyyy).


SIGNED, SEALED, AND DELIVERED

11/10/2022


Date: (dd/mm/yyyy).



 Happy Gilmore Inc(Borrowers)



 Ryan Molony (Borrowers/Guarantors)



 Aruba Butt (Borrowers/Guarantors)



 The Lion's Share Group Inc. (Lenders)



Borrowers Initials



Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freerton ON L8B 0Z2

1. Category: Personal: Business:

2. Customer Information (please print clearly):

Name(s): Happy Gilmore Inc - Ryan Molony - Aruba Butt

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

Telephone Number: 905-580-1372 E-mail Address: ryan@siddevelopments.ca

3. Customer Bank Account Information

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.

CRM

AB

Chequing Account: Savings Account:

4. Pre-Authorized Debit (PAD) Details

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**. to debit the bank account identified above for:

- the Fixed Amount of **\$486.02** for 68 St George Ave, Sault Ste Marie, ON P6B1W7 (Ref: MACC-552690 68 St George HML CS+SF)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **November 04, 2022** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Signature of Joint Account Holder (if applicable)

CRM
Ryan Molony

Name: Ryan Molony

CRM
Aruba Butt

Name: Aruba Butt

Date: 11/10/2022

Date: 11/10/2022

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

CRM AB

Borrowers Initials


CD

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: DSPLN Inc. (the "Borrowers") with personal guarantor(s) Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc (the "Lenders")

- 1. Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$59,677.61** CAD which was due for renewal on May 31, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$59,677.61 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$845.43 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
- A consulting and administration fee of \$596.78 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- Principle amount of **\$59,677.61** is made up of the following:
 - \$57,033.68 renewal amount
 - \$1,623.93 = 3x deferred payments of \$541.31
 - \$750.00 = 3x deferred admin fee of \$250 (reduced from \$500)
 - \$250.00 = 1x deferred admin fee of \$250 (reduced from \$500)
 - \$20.00 = bank fees incurred at original funding
- Principle owing at the end of the term will be \$59,677.61 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before November 30, 2023, or the sale of 80 Elm St N, Timmins ON P4N 6A5 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in



Borrowers Initials



Lenders Initials

enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on November 30, 2023. This includes, but is not limited to, the property located at 80 Elm St N, Timmins ON P4N 6A5, Canada.

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the



Borrowers Initials



Lenders Initials

term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-08-04

Date: (dd/mm/yyyy).

 Aruba Butt

DSPLN Inc.(Borrowers)

(Borrowers)

 Aruba Butt

Aruba Butt (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-08-04

Date: (dd/mm/yyyy).

 Claire Drage

The Lion's Share Group Inc (Lenders)

 AB

Borrowers Initials

 CD

Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelon ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): DSPLN Inc. - Aruba Butt -

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.



Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$845.43** for **80 Elm St N, Timmins ON P4N 6A5** (Ref: MACC-538580 80 Elm St. N HML SF+CS Renewal)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **June 30, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:



Signature of Joint Account Holder (if applicable)

Name: DSPLN Inc.

Aruba Butt

Signing Officers

2023-08-04

Date: _____

Date: _____



Borrowers Initials



Lenders Initials

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

A signature line for borrowers, consisting of a red circle containing the letter 'C', followed by the handwritten initials 'AB' in black ink, all enclosed within a black oval. A horizontal line is drawn below the initials.

Borrowers Initials

A signature line for lenders, consisting of a red circle containing the letter 'C', followed by the handwritten initials 'CD' in black ink, all enclosed within a black oval. A horizontal line is drawn below the initials.

Lenders Initials

PROMISSORY NOTE LOAN AGREEMENT

SHORTFALL AND CLOSING COSTS

Borrowers: Happy Gilmore Inc (the "Borrowers") with personal guarantor(s) Ryan Molony and Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

Principle Amount: CAD broken up into:

a) Closing Costs amount of \$19,134.16

1. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of CAD. The terms are 1 Year Fixed term fully open and broken down as follows:

a) **Closing Costs amount of \$19,134.16.** The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$271.07 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit.

The combined monthly payment of the Shortfall and Closing Costs will be \$271.07 via Pre Authorised Debit included in this Agreement.

Intended advance date to be **January 24, 2023**; this is subject to change with notice.

2. A consulting and administration fee of \$189.45 shall apply and has been added to this loan.

3. On advance of the principle amount of , on or before **January 24, 2023**, the funds will be distributed as follows by the **Lenders**:

a) \$18,944.71 deposit by wire transfer for immediate clearance into the Borrower or lawyers bank account (void cheque attached).

b) \$189.45 consulting and administration fee to Claire Drage

4. Principle owing at the end of the term will be \$19,134.16 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.

5. This Note will be repaid in full on or before January 24, 2024, or the sale or refinance of 89 Wende Avenue
Timmins, Ontario
P4N 3E3 whichever is soonest. The Lenders and Borrowers may agree to a 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.

6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.

7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.



Borrowers Initials



Lenders Initials

8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on January 24, 2024. This includes, but is not limited to, the property located at 89 Wende Avenue
Timmins, Ontario
P4N 3E3, Canada.
9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and

Borrowers Initials

Lenders Initials

approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).

- b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$200** (\$100 Lenders Fee & \$100 Administration Fee)
- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-01-25

Date: (dd/mm/yyyy).

Ryan Molony

Happy Gilmore Inc(Borrowers)

Ryan Molony

Ryan Molony (Borrowers/Guarantors)

Aruba Butt

Aruba Butt (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-01-25

Date: (dd/mm/yyyy).

Claire Drage

The Lion's Share Group Inc. (Lenders)

CRM CAD

Borrowers Initials

CD

Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelon ON L8B 0Z2

1. Category: Personal: Business:

2. Customer Information (please print clearly):

Name(s): Happy Gilmore Inc - Ryan Molony - Aruba Butt

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. Customer Bank Account Information

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.

CRM

CAB

Chequing Account: Savings Account:

4. Pre-Authorized Debit (PAD) Details

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**. to debit the bank account identified above for:

- the Fixed Amount of **\$271.07** for **89 Wende Avenue**
Timmins, Ontario
P4N 3E3 (Ref: **MACC-561769 89 Wende Ave HML CS+SF**)
- Occurring at set intervals of **Monthly**
- With the first payment commencing February 13, 2023 and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

CRM
Ryan Molony

Name: Ryan Molony

Date: 2023-01-25

Signature of Joint Account Holder (if applicable)

CAB
Aruba Butt

Name: Aruba Butt

Date: 2023-01-25

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

CRM CAB

Borrowers Initials

CD

Lenders Initials

PROMISSORY NOTE LOAN AGREEMENT

SHORTFALL AND CLOSING COSTS

Borrowers: Happy Gilmore Inc (the "Borrowers") with personal guarantor(s) Ryan Molony and Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

Principle Amount: CAD broken up into:

a) Closing Costs amount of \$19,134.16

1. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of CAD. The terms are 1 Year Fixed term fully open and broken down as follows:

a) **Closing Costs amount of \$19,134.16.** The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$271.07 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit.

The combined monthly payment of the Shortfall and Closing Costs will be \$271.07 via Pre Authorised Debit included in this Agreement.

Intended advance date to be **January 24, 2023**; this is subject to change with notice.

2. A consulting and administration fee of \$189.45 shall apply and has been added to this loan.

3. On advance of the principle amount of , on or before **January 24, 2023**, the funds will be distributed as follows by the **Lenders**:

a) \$18,944.71 deposit by wire transfer for immediate clearance into the Borrower or lawyers bank account (void cheque attached).

b) \$189.45 consulting and administration fee to Claire Drage

4. Principle owing at the end of the term will be \$19,134.16 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.

5. This Note will be repaid in full on or before January 24, 2024, or the sale or refinance of 89 Wende Avenue
Timmins, Ontario
P4N 3E3 whichever is soonest. The Lenders and Borrowers may agree to a 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.

6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.

7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.



Borrowers Initials



Lenders Initials

8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on January 24, 2024. This includes, but is not limited to, the property located at 89 Wende Avenue
Timmins, Ontario
P4N 3E3, Canada.
9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and

Borrowers Initials

Lenders Initials

approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).

- b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$200** (\$100 Lenders Fee & \$100 Administration Fee)
- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-01-25

Date: (dd/mm/yyyy).

 Ryan Molony

Happy Gilmore Inc(Borrowers)

 Ryan Molony

Ryan Molony (Borrowers/Guarantors)

 Aruba Butt

Aruba Butt (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-01-25

Date: (dd/mm/yyyy).

 Claire Drage

The Lion's Share Group Inc. (Lenders)

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelon ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): Happy Gilmore Inc - Ryan Molony - Aruba Butt

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.

CRM

CAB

Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**. to debit the bank account identified above for:

- the Fixed Amount of **\$271.07** for **89 Wende Avenue**
Timmins, Ontario
P4N 3E3 (Ref: **MACC-561769 89 Wende Ave HML CS+SF**)
- Occurring at set intervals of **Monthly**
- With the first payment commencing February 13, 2023 and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

CRM
Ryan Molony

Name: Ryan Molony

Date: 2023-01-25

Signature of Joint Account Holder (if applicable)

CAB
Aruba Butt

Name: Aruba Butt

Date: 2023-01-25

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CRM CAB

Borrowers Initials


CD

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: Happy Gilmore Inc. (the "Borrowers") with personal guarantor(s) Ryan Molony and Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc (the "Lenders")

- 1. Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$69,596.85** CAD which was due for renewal on May 26, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$69,596.85 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$985.96 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
- A consulting and administration fee of \$695.97 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- Principle amount of **\$69,596.85** is made up of the following:
 - \$66,740.37 renewal amount
 - \$1,836.48 = 3x deferred payments of \$612.16
 - \$750.00 = 3x deferred admin fee of \$250 (reduced from \$500)
 - \$250.00 = 1x NSF admin fee of \$250 (reduced from \$500)
 - \$20.00 = bank fees incurred at original funding
- Principle owing at the end of the term will be \$69,596.85 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before November 26, 2023, or the sale of 95 Tamarack St, Timmins ON P4N 6E4 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in



enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on November 26, 2023. This includes, but is not limited to, the property located at 95 Tamarack St, Timmins ON P4N 6E4, Canada.

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the

Handwritten initials of the Borrowers and Lenders. The Borrowers' initials are 'RM' and the Lenders' initials are 'CD'. Each set of initials is enclosed in a hand-drawn oval. There are also small red circles above the letters 'R', 'M', 'C', and 'D'.

term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-08-11

Date: (dd/mm/yyyy).

 Ryan Molony

Happy Gilmore Inc.(Borrowers)

(Borrowers)

 Ryan Molony

Ryan Molony (Borrowers/Guarantors)

 Aruba Butt

(Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-08-11

Date: (dd/mm/yyyy).

 Claire Drage

The Lion's Share Group Inc (Lenders)



PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelon ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): Happy Gilmore Inc. - Ryan Molony - Aruba Butt

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.

Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$985.96** for **95 Tamarack St, Timmins ON P4N 6E4** (Ref: MACC-534176 95 Tamarack HML CS+SF Renewal)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **June 26, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Signature of Joint Account Holder (if applicable)

Name: Happy Gilmore Inc.

Ryan Molony

Signing Officers

2023-08-11

2023-08-11

Date: _____

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to

receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

The image shows handwritten initials in black ink. The initials 'RM' and 'AB' are written together and enclosed in a single oval. The initials 'CD' are written to the right and enclosed in a separate oval. Each letter has a small red circle above it.


Borrowers Initials

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: Happy Gilmore Inc. (the "Borrowers") with personal guarantor(s) Ryan Molony and Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc (the "Lenders")

- 1. Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$69,596.85** CAD which was due for renewal on May 26, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$69,596.85 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$985.96 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
- A consulting and administration fee of \$695.97 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- Principle amount of **\$69,596.85** is made up of the following:
 - \$66,740.37 renewal amount
 - \$1,836.48 = 3x deferred payments of \$612.16
 - \$750.00 = 3x deferred admin fee of \$250 (reduced from \$500)
 - \$250.00 = 1x NSF admin fee of \$250 (reduced from \$500)
 - \$20.00 = bank fees incurred at original funding
- Principle owing at the end of the term will be \$69,596.85 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before November 26, 2023, or the sale of 95 Tamarack St, Timmins ON P4N 6E4 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in



enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on November 26, 2023. This includes, but is not limited to, the property located at 95 Tamarack St, Timmins ON P4N 6E4, Canada.

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
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12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the

Handwritten initials of the Borrowers and Lenders. The Borrowers' initials are 'CRM' and the Lenders' initials are 'AB' and 'CD'. Each set of initials is enclosed in a hand-drawn oval.

term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
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- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

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SIGNED, SEALED, AND DELIVERED

2023-08-11

Date: (dd/mm/yyyy).

2023-08-11

SIGNED, SEALED, AND DELIVERED

2023-08-11

Date: (dd/mm/yyyy).

 Ryan Molony

Happy Gilmore Inc.(Borrowers)

(Borrowers)

 Ryan Molony

Ryan Molony (Borrowers/Guarantors)

 Aruba Butt

(Borrowers/Guarantors)

 Claire Drage

The Lion's Share Group Inc (Lenders)

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelon ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): Happy Gilmore Inc. - Ryan Molony - Aruba Butt

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.



Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

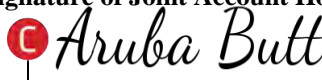
- the Fixed Amount of **\$985.96** for **95 Tamarack St, Timmins ON P4N 6E4** (Ref: MACC-534176 95 Tamarack HML CS+SF Renewal)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **June 26, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:



Signature of Joint Account Holder (if applicable)



Name: Happy Gilmore Inc.

Ryan Molony

Signing Officers

2023-08-11

2023-08-11

Date: _____

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to



receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

The image shows handwritten initials in black ink. On the left, the letters 'R' and 'M' are written in a cursive style. Above the 'R' is a red circle, and above the 'M' is another red circle. These two letters and their circles are enclosed within a black oval. To the right of this, the letters 'A' and 'B' are written in a similar cursive style. Further to the right, the letters 'C' and 'D' are written. Above the 'C' is a red circle, and above the 'D' is another red circle. These two letters and their circles are enclosed within a second black oval.


Borrowers Initials

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: DSPLN Inc. (the "Borrowers") with personal guarantor(s) Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

- 1. Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$14,202.40** CAD which was due for renewal on September 4, 2023.
- 2. FOR VALUE RECEIVED,** The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$14,202.40 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$201.20 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
- 3. A consulting and administration fee of \$142.02 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is payable now.** This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- 4. Principle amount of \$14,202.40 is made up of the following:**
 - a) \$11,600.37 renewal amount
 - b) \$986.03 = 6x deferred payments of \$164.34
 - c) \$1,500.00 = 6x deferred admin fee of \$250 (reduced from \$500)
 - d) \$116.00 = consulting and administration fee outstanding from previous renewal
- 5. Principle owing at the end of the term will be \$14,202.40 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.**
- 6. This Note will be repaid in full on or before March 04, 2024, or the sale of 96 Commercial Ave, Timmins ON P4N 2X1 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.**
- 7. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.**
- 8. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.**
- 9. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a substantial indemnity basis, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the**



Borrowers Initials



Lenders Initials

principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on March 04, 2024. This includes, but is not limited to, the property located at 96 Commercial Ave, Timmins ON P4N 2X1, Canada. **The Borrower(s) and guarantor(s) hereby grants the Lender the right to, and acknowledges the Lender has the right to, register an interest in the land or lands owned by the Borrower, pursuant to s. 71 of the Land Titles Act, RSO 1990, c L.5.**

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).

Borrowers Initials

Lenders Initials

- b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)
- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED


2023-11-27

Date: (dd/mm/yyyy).

 *Aruba Butt*

DSPLN Inc.(Borrowers)

(Borrowers)

 *Aruba Butt*

Aruba Butt (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-10-17

Date: (dd/mm/yyyy).

 *Claire Drage*

The Lion's Share Group Inc. (Lenders)

 *AB*

Borrowers Initials

 *CD*

Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelon ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): DSPLN Inc. - Aruba Butt -

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.



Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$201.20** for **96 Commercial Ave, Timmins ON P4N 2X1** (Ref: MACC-519766 96 Commercial HML CS RENEWAL #2)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **October 04, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:



Signature of Joint Account Holder (if applicable)

Name: DSPLN Inc. Aruba Butt

Signing Officers

2023-11-27

Date: _____

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to



Borrowers Initials



Lenders Initials

receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

A signature line for borrowers, consisting of a horizontal line with a red circle containing the letter 'C' at the left end. The letters 'AB' are written in a cursive script above the line.

Borrowers Initials

A signature line for lenders, consisting of a horizontal line with a red circle containing the letter 'C' at the left end. The letters 'CD' are written in a cursive script above the line.

Lenders Initials

PROMISSORY NOTE LOAN AGREEMENT

SHORTFALL AND CLOSING COSTS

Borrowers: Happy Gilmore Inc. (the "Borrowers") with personal guarantor(s) Ryan Molony and Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

Principle Amount: \$53,849.93 CAD broken up into (see Statement including):

- a) Shortfall amount of \$30,000.00
- b) Closing Costs amount of \$23,613.79

1. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$48,668.83 CAD. The terms are 1 Year Fixed term fully open and broken down as follows:
 - a) **Shortfall amount of \$30,000.00:** The Initial Interest Rate charged for the term will be 9% per annum compounding monthly with monthly payments of \$225.00 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit. A lender fee of \$900.00 will be deducted from the advance.
 - b) **Closing Costs amount of \$23,613.79.** The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$337.87 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit.

The combined monthly payment of the Shortfall and Closing Costs will be \$562.87 via Pre Authorised Debit included in this Agreement.

Intended advance date to be **February 03, 2023**; this is subject to change with notice.

2. A consulting and administration fee of \$536.14 shall apply and has been added to this loan.
3. On advance of the principle amount of \$53,849.93, on or before **February 03, 2023**, the funds will be distributed as follows by the **Lenders**:
 - a) \$52,413.79 deposit by wire transfer for immediate clearance into the Borrower or lawyers bank account (void cheque attached). This is the principle amount borrowed minus Lender Fee of \$900.00, and
 - b) \$536.14 consulting and administration fee to Claire Drage
4. Principle owing at the end of the term will be **\$53,849.93** plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before February 03, 2024, or the sale or refinance of 98 Way Avenue
Timmins, Ontario
P4N 3C7 whichever is soonest. The Lenders and Borrowers may agree to a 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.

 RM

Borrowers Initials

 CD

Lenders Initials

6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on February 03, 2024. This includes, but is not limited to, the property located at 98 Way Avenue
Timmins, Ontario
P4N 3C7, Canada.
9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.



Borrowers Initials



Lenders Initials

14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.

15. **Fee Schedule:**

- a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
- b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$200** (\$100 Lenders Fee & \$100 Administration Fee)
- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED


2023-08-10


Date: (dd/mm/yyyy).


SIGNED, SEALED, AND DELIVERED


2023-08-10

Date: (dd/mm/yyyy).

 Ryan Molony
Happy Gilmore Inc.(Borrowers)

 Ryan Molony
Ryan Molony (Borrowers/Guarantors)

 Aruba Butt
Aruba Butt (Borrowers/Guarantors)

 Claire Drage
The Lion's Share Group Inc. (Lenders)

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelton ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): Happy Gilmore Inc. - Ryan Molony - Aruba Butt

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.

RM

AB

Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$489.48** for **98 Way Avenue
Timmins, Ontario
P4N 3C7** (Ref: **MACC-563822 98 Way HML CS+SF**)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **March 02, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Ryan Molony

Name: Ryan Molony

2023-08-10

Date: _____

Signature of Joint Account Holder (if applicable)

Aruba Butt

Name: Aruba Butt

2023-08-09

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

RM AB

Borrowers Initials

CD

Lenders Initials

PROMISSORY NOTE LOAN AGREEMENT

SHORTFALL AND CLOSING COSTS

Borrowers: Happy Gilmore Inc. (the "Borrowers") with personal guarantor(s) Ryan Molony and Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

Principle Amount: \$53,849.93 CAD broken up into (see Statement including):

- a) Shortfall amount of \$30,000.00
- b) Closing Costs amount of \$23,613.79

1. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$48,668.83 CAD. The terms are 1 Year Fixed term fully open and broken down as follows:
 - a) **Shortfall amount of \$30,000.00:** The Initial Interest Rate charged for the term will be 9% per annum compounding monthly with monthly payments of \$225.00 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit. A lender fee of \$900.00 will be deducted from the advance.
 - b) **Closing Costs amount of \$23,613.79.** The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$337.87 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit.

The combined monthly payment of the Shortfall and Closing Costs will be \$562.87 via Pre Authorised Debit included in this Agreement.

Intended advance date to be **February 03, 2023**; this is subject to change with notice.

2. A consulting and administration fee of \$536.14 shall apply and has been added to this loan.
3. On advance of the principle amount of \$53,849.93, on or before **February 03, 2023**, the funds will be distributed as follows by the **Lenders**:
 - a) \$52,413.79 deposit by wire transfer for immediate clearance into the Borrower or lawyers bank account (void cheque attached). This is the principle amount borrowed minus Lender Fee of \$900.00, and
 - b) \$536.14 consulting and administration fee to Claire Drage
4. Principle owing at the end of the term will be **\$53,849.93** plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before February 03, 2024, or the sale or refinance of 98 Way Avenue
Timmins, Ontario
P4N 3C7 whichever is soonest. The Lenders and Borrowers may agree to a 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.


Borrowers Initials


Lenders Initials

6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on February 03, 2024. This includes, but is not limited to, the property located at 98 Way Avenue
Timmins, Ontario
P4N 3C7, Canada.
9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.

The image shows two sets of initials, 'RM' and 'AB', each enclosed in a hand-drawn oval. The initials are written in a cursive or handwritten style.

Borrowers Initials

The image shows the initials 'CD' enclosed in a hand-drawn oval. The initials are written in a cursive or handwritten style.

Lenders Initials

14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.

15. **Fee Schedule:**

- a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
- b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$200** (\$100 Lenders Fee & \$100 Administration Fee)
- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED


2023-08-10


Date: (dd/mm/yyyy).


SIGNED, SEALED, AND DELIVERED


2023-08-10

Date: (dd/mm/yyyy).

 Ryan Molony
Happy Gilmore Inc.(Borrowers)

 Ryan Molony
Ryan Molony (Borrowers/Guarantors)

 Aruba Butt
Aruba Butt (Borrowers/Guarantors)

 Claire Drage
The Lion's Share Group Inc. (Lenders)

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelton ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): Happy Gilmore Inc. - Ryan Molony - Aruba Butt

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.

RM

AB

Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$489.48** for **98 Way Avenue**
Timmins, Ontario
P4N 3C7 (Ref: **MACC-563822 98 Way HML CS+SF**)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **March 02, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Ryan Molony

Name: Ryan Molony

2023-08-10

Date: _____

Signature of Joint Account Holder (if applicable)

Aruba Butt

Name: Aruba Butt

2023-08-09

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

RM AB

Borrowers Initials


CD

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: Happy Gilmore Inc. (the "Borrowers") with personal guarantor(s) Ryan Molony and Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc (the "Lenders")

- 1. Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$54,904.23** CAD which was due for renewal on June 30, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$54,904.23 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$777.81 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
- A consulting and administration fee of \$549.04 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- Principle amount of **\$54,904.23** is made up of the following:
 - \$51,716.95 renewal amount
 - \$1,917.28 = 4x deferred payments of \$479.32
 - \$1,000.00 = 4x deferred admin fee of \$250 (reduced from \$500)
 - \$250.00 = 1x NSF admin fee of \$250 (reduced from \$500)
 - \$20.00 = bank fees incurred at original funding
- Principle owing at the end of the term will be \$54,904.23 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before December 30, 2023, or the sale of 103 Dome Ave, Timmins ON P0N 1B0 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in



enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on December 30, 2023. This includes, but is not limited to, the property located at 103 Dome Ave, Timmins ON P0N 1B0, Canada.

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the

The image shows handwritten initials in black ink. On the left, the initials 'CRM' are written, with a red circle around the 'C'. On the right, the initials 'AB' and 'CD' are written, with red circles around the 'C' in 'AB' and the 'C' in 'CD'. The initials are written in a cursive style.

term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-08-11

Date: (dd/mm/yyyy).

2023-08-11

SIGNED, SEALED, AND DELIVERED

2023-08-11

Date: (dd/mm/yyyy).

 Ryan Molony

Happy Gilmore Inc.(Borrowers)

(Borrowers)

 Ryan Molony

Ryan Molony (Borrowers/Guarantors)

 Aruba Butt

(Borrowers/Guarantors)

 Claire Drage

The Lion's Share Group Inc (Lenders)

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelon ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): Happy Gilmore Inc. - Ryan Molony - Aruba Butt

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.

Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$777.81** for **103 Dome Ave, Timmins ON P0N 1B0** (Ref: MACC-541305 103 Dome Ave HML CS+SF Renewal)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **July 30, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Signature of Joint Account Holder (if applicable)

Name: Happy Gilmore Inc.

Ryan Molony

Signing Officers

2023-08-11

2023-08-11

Date: _____

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to

receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

The image shows handwritten initials in black ink. The initials 'RM' and 'AB' are written together and enclosed in a single large oval. The initials 'CD' are written to the right and enclosed in a separate oval. Each letter has a small red circle above it.


Borrowers Initials

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: Happy Gilmore Inc. (the "Borrowers") with personal guarantor(s) Ryan Molony and Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc (the "Lenders")

- 1. Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$54,904.23** CAD which was due for renewal on June 30, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$54,904.23 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$777.81 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
- A consulting and administration fee of \$549.04 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- Principle amount of **\$54,904.23** is made up of the following:
 - \$51,716.95 renewal amount
 - \$1,917.28 = 4x deferred payments of \$479.32
 - \$1,000.00 = 4x deferred admin fee of \$250 (reduced from \$500)
 - \$250.00 = 1x NSF admin fee of \$250 (reduced from \$500)
 - \$20.00 = bank fees incurred at original funding
- Principle owing at the end of the term will be \$54,904.23 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before December 30, 2023, or the sale of 103 Dome Ave, Timmins ON P0N 1B0 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in



enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on December 30, 2023. This includes, but is not limited to, the property located at 103 Dome Ave, Timmins ON P0N 1B0, Canada.

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the

Handwritten initials of the Borrowers and Lenders. The Borrowers' initials are 'RM' and the Lenders' initials are 'CD'. Each set of initials is enclosed in a hand-drawn oval. There are small red circles above the letters 'R', 'M', 'C', and 'D'.

term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-08-11

Date: (dd/mm/yyyy).

 Ryan Molony

Happy Gilmore Inc.(Borrowers)

(Borrowers)

 Ryan Molony

Ryan Molony (Borrowers/Guarantors)

 Aruba Butt

(Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-08-11

Date: (dd/mm/yyyy).

 Claire Drage

The Lion's Share Group Inc (Lenders)



Borrowers Initials

Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelon ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): Happy Gilmore Inc. - Ryan Molony - Aruba Butt

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.

Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$777.81** for **103 Dome Ave, Timmins ON P0N 1B0** (Ref: MACC-541305 103 Dome Ave HML CS+SF Renewal)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **July 30, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Signature of Joint Account Holder (if applicable)

Name: Happy Gilmore Inc.

Ryan Molony

Signing Officers

2023-08-11

2023-08-11

Date: _____

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to

receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

The image shows handwritten initials in black ink. On the left, the letters 'R' and 'M' are written in a cursive style. Above the 'R' is a red circle, and above the 'M' is another red circle. These two letters are enclosed within a black oval. To the right of this, the letters 'A' and 'B' are written in a similar cursive style. Further to the right, the letters 'C' and 'D' are written. Above the 'C' is a red circle, and above the 'D' is another red circle. These two letters are enclosed within a second black oval.

Borrowers Initials

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: Joint Captain Real Estate Inc. (the "Borrowers") with personal guarantor(s) Sam Drage Aruba Butt Bronwyn Bullen (the "Borrowers")

Lenders: The Lion's Share Group Inc (the "Lenders")

- Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$44,612.02** CAD which was due for renewal on May 25, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$44,612.02 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$632.00 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
- A consulting and administration fee of \$446.12 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document.
- Principle amount of **\$44,612.02** is made up of the following:
 - \$42,601.45 renewal amount
 - \$1,260.57 = 3x deferred payments of \$420.19
 - \$750.00 = 3x deferred admin fee of \$250 (reduced from \$500)
 - \$20.00 = bank fees incurred at original funding
- Principle owing at the end of the term will be \$44,612.02 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before November 25, 2023, or the sale of 104 Ruth St, Timmins, ON P0N 1C0 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the







principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on November 12, 2023. This includes, but is not limited to, the property located at 104 Ruth St, Timmins, ON P0N 1C0, Canada.

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is

 BB

 SD AB CD

Borrowers Initials Lenders Initials

made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-08-15

Date: (dd/mm/yyyy).

Sam Drage

Joint Captain Real Estate Inc.(Borrowers)

(Borrowers)

Sam Drage

Sam Drage (Borrowers/Guarantors)

2023-08-15

Aruba Butt

Aruba Butt (Borrowers/Guarantors)

Bronwyn Bullen

Bronwyn Bullen (Borrowers/Guarantors)

2023-08-15

SIGNED, SEALED, AND DELIVERED

2023-08-15

Date: (dd/mm/yyyy).

Claire Drage

The Lion's Share Group Inc (Lenders)

BB

SD *AB* *CD*

Borrowers Initials

Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelton ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

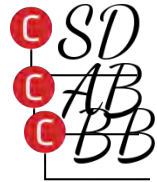
Name(s): Joint Captain Real Estate Inc. - Sam Drage - Aruba Butt

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.



Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**. to debit the bank account identified above for:

- the Fixed Amount of **\$632.00** for **104 Ruth St, Timmins, ON PoN 1Co** (Ref: MACC-536531 104 Ruth HML CS + SF Renewal)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **June 25, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:



Signature of Joint Account Holder (if applicable)



Name: Joint Captain Real Estate Inc.

Sam Drage

Signing Officers

2023-08-15

2023-08-15





Borrowers Initials

Lenders Initials

Date: _____

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

 *BB*

 *SD*  *AB*  *CD*


Borrowers Initials

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: DSPLN Inc. (the "Borrowers") with personal guarantor(s) Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc (the "Lenders")

- 1. Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$58,249.79** CAD which was due for renewal on May 12, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$58,249.79 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$825.21 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
- A consulting and administration fee of \$582.50 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- Principle amount of **\$58,249.79** is made up of the following:
 - \$56,453.11 renewal amount
 - \$1,026.68 = 2x deferred payments of \$513.34
 - \$500.00 = 2x deferred admin fee of \$250 (reduced from \$500)
 - \$250.00 = 1x NSF admin fee of \$250 (reduced from \$500)
 - \$20.00 = bank fees incurred at initial funding
- Principle owing at the end of the term will be \$58,249.79 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before November 12, 2023, or the sale of 106 Conley St S, Timmins ON P0N 1C0 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in



Borrowers Initials



Lenders Initials

enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on November 12, 2023. This includes, but is not limited to, the property located at 106 Conley St S, Timmins ON P0N 1C0, Canada.

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the



Borrowers Initials



Lenders Initials

term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-08-04

Date: (dd/mm/yyyy).

 Aruba Butt

DSPLN Inc.(Borrowers)

(Borrowers)

 Aruba Butt

Aruba Butt (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-08-04

Date: (dd/mm/yyyy).

 Claire Drage

The Lion's Share Group Inc (Lenders)

 AB

Borrowers Initials

 CD

Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelon ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): DSPLN Inc. - Aruba Butt -

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.

AB

Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$825.21** for **106 Conley St S, Timmins ON P0N 1C0** (Ref: MACC-530190 106 Conley HML CS+SF Renewal)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **June 12, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Aruba Butt

Signature of Joint Account Holder (if applicable)

Name: DSPLN Inc.

Aruba Butt

Signing Officers

2023-08-04

Date: _____

Date: _____

AB

Borrowers Initials

CD

Lenders Initials

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

A signature line for borrowers, consisting of a red circle containing the letter 'C', followed by the handwritten initials 'AB' in black ink, all enclosed within a black oval.

Borrowers Initials

A signature line for lenders, consisting of a red circle containing the letter 'C', followed by the handwritten initials 'CD' in black ink, all enclosed within a black oval.

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: DSPLN Inc. (the "Borrowers") with personal guarantor(s) Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

- 1. Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$37,810.28** CAD which was due for renewal on May 2, 2023.
- 2. FOR VALUE RECEIVED,** The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$37,810.28 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$535.65 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
- 3. A consulting and administration fee of \$378.10 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is payable now. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document.**
- 4. Principle amount of \$37,810.28 is made up of the following:**
 - a) \$34,502.52 renewal amount
 - b) \$977.57 = 2x deferred payments of \$488.79
 - c) \$500.00 = 2x deferred admin fee of \$250 (reduced from \$500)
 - d) \$488.79 = 1x NSF payments of \$488.79
 - e) \$250.00 = 1x NSF admin fee of \$250 (reduced from \$500)
 - f) \$746.37 = 3x partial missed payments of \$248.79
 - g) \$345.03 = consulting and administration fee outstanding from previous renewal
- 5. Principle owing at the end of the term will be \$37,810.28 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.**
- 6. This Note will be repaid in full on or before November 02, 2023, or the sale of 108 Albert St, Sault Ste Marie, Ontario whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.**
- 7. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.**
- 8. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.**

C AB

C AB

Borrowers Initials

C CD

Lenders Initials

9. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on November 02, 2023. This includes, but is not limited to, the property located at 108 Albert St, Sault Ste Marie, Ontario, Canada.
10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
- a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).



Borrowers Initials



Lenders Initials

- b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)
- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-08-25

Date: (dd/mm/yyyy).

Aruba Butt

DSPLN Inc.(Borrowers)

(Borrowers)

Aruba Butt

Aruba Butt (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-08-25

Date: (dd/mm/yyyy).

Claire Drage

The Lion's Share Group Inc. (Lenders)

AB

Borrowers Initials

CD

Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelon ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): DSPLN Inc. - Aruba Butt -

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.



Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$535.65** for **108 Albert St, Sault Ste Marie, Ontario** (Ref: First - MACC-506287 108 Albert HML SF + CS Renewal #2)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **June 02, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:



Signature of Joint Account Holder (if applicable)

Name: DSPLN Inc.

Aruba Butt

Signing Officers

2023-08-25

Date: _____

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to



Borrowers Initials



Lenders Initials

receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

A signature line for borrowers, consisting of a horizontal line with a red circle containing the letter 'C' positioned above the left end of the line.

Borrowers Initials


A signature line for lenders, consisting of a horizontal line with a red circle containing the letter 'C' positioned above the left end of the line.

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: Hometown Housing Inc. (the "Borrowers") with personal guarantor(s) Dylan Suitor (the "Borrowers")

Lenders: Gaymes Real Estate Lending Inc (the "Lenders")

- 1. Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$50,000.00** CAD which was originally advanced on December 04, 2020.
- 2. FOR VALUE RECEIVED,** The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$50,000.00 CAD. The term is 3 Month Term fully open from December 04, 2023. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$708.33 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via e-transfer to payments@thewindrosegroupp.ca.
- 3. A consulting and administration fee of \$500.00 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is payable now.** This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- 4. Principle owing at the end of the term will be \$50,000.00 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.**
- 5. This Note will be repaid in full on or before March 04, 2024, or the sale of 118 Kathleen St Sudbury, ON P3C2L8 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.**
- 6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.**
- 7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.**
- 8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a substantial indemnity basis, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held****



Borrowers Initials



Lenders Initials

by the Borrowers and Guarantors as security (the 'Security'), if not paid in full by 6:00pm on March 04, 2024. This includes, but is not limited to, the property located at 118 Kathleen St Sudbury, ON P3C2L8, Canada.

9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)
 - c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees



Borrowers Initials



Lenders Initials

- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-12-29

Date: (dd/mm/yyyy).

SIGNED, SEALED, AND DELIVERED

2023-12-29

Date: (dd/mm/yyyy).

 Dylan Suitor

Hometown Housing Inc.(Borrowers)

 Dylan Suitor

Dylan Suitor (Borrowers/Guarantors)

 Lorena Gaymes

Gaymes Real Estate Lending Inc (Lenders)

 DS

Borrowers Initials


 LG

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: DSPLN Inc. (the "Borrowers") with personal guarantor(s) Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

- 1. Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$64,681.90** CAD which was due for renewal on October 15, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$64,681.90 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$916.33 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
- A consulting and administration fee of \$646.82 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- Principle amount of **\$64,681.90** is made up of the following:
 - \$56,738.00 renewal amount
 - \$5,626.52 = 7x deferred payments of \$803.79
 - \$1,750.00 = 7x deferred admin fee of \$250 (reduced from \$500)
 - \$567.38 = consulting and administration fee outstanding from previous renewal
- Principle owing at the end of the term will be \$64,681.90 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before April 15, 2024, or the sale of 128 Dennis St, Sault Ste Marie ON P6A 2X1 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the



Borrowers Initials



Lenders Initials

principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on April 15, 2024. This includes, but is not limited to, the property located at 128 Dennis St, Sault Ste Marie ON P6A 2X1, Canada.

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is

Borrowers Initials

Lenders Initials

made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-11-28

Date: (dd/mm/yyyy).

Aruba Butt

DSPLN Inc.(Borrowers)

(Borrowers)

Aruba Butt

Aruba Butt (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-11-28

Date: (dd/mm/yyyy).

Claire Drage

The Lion's Share Group Inc. (Lenders)

AB

Borrowers Initials

CD

Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelon ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): DSPLN Inc. - Aruba Butt -

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.



Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$916.33** for **128 Dennis St, Sault Ste Marie ON P6A 2X1** (Ref: MACC-501627 128 Dennis St HML SF + CS RENEWAL #2)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **November 15, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:



Signature of Joint Account Holder (if applicable)

Name: DSPLN Inc.

Aruba Butt

Signing Officers

2023-11-28

Date: _____

Date: _____



Borrowers Initials



Lenders Initials

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

A signature line for borrowers, consisting of a red circle containing the letter 'C', followed by the handwritten initials 'AB' in black ink. A horizontal line is drawn below the initials, and the entire signature is enclosed within a black oval.

Borrowers Initials

A signature line for lenders, consisting of a red circle containing the letter 'C', followed by the handwritten initials 'CD' in black ink. A horizontal line is drawn below the initials, and the entire signature is enclosed within a black oval.

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: Interlude Inc. (the "Borrowers") with personal guarantor(s) Dylan Suitor (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

- 1. Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$192,102.39** CAD which was due for renewal on October 13, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$192,102.39 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$2,721.45 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
- A consulting and administration fee of \$1,921.02 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document.
- Principle amount of **\$192,102.39** is made up of the following:
 - \$171,617.49 renewal amount
 - \$17,018.73 = 7x deferred payments of \$2,431.25
 - \$1,750.00 = 7x deferred admin fee of \$250 (reduced from \$500)
 - \$1,716.17 = consulting and administration fee outstanding from previous renewal
- Principle owing at the end of the term will be \$192,102.39 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before April 13, 2024, or the sale of 519 Albert St, Sault Ste Marie ON P6A 2K3 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the



Borrowers Initials



Lenders Initials

principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on April 13, 2024. This includes, but is not limited to, the property located at 519 Albert St, Sault Ste Marie ON P6A 2K3, Canada. **T**

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is



Borrowers Initials



Lenders Initials

made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-11-01

Date: (dd/mm/yyyy).

 *Dylan Suitor*

Interlude Inc.(Borrowers)

(Borrowers)

 *Dylan Suitor*

Dylan Suitor (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-10-30

Date: (dd/mm/yyyy).

 *Claire Drage*

The Lion's Share Group Inc. (Lenders)

 *DS*

Borrowers Initials

 *CD*

Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelon ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): Interlude Inc. - Dylan Suitor -

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.



Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$2,721.45** for **519 Albert St, Sault Ste Marie ON P6A 2K3** (Ref: MACC- 519 Albert St HML CLOSING RENEWAL #3)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **November 13, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:



Signature of Joint Account Holder (if applicable)

Name: Interlude Inc.

Dylan Suitor

Signing Officers

2023-11-01

Date: _____

Date: _____



Borrowers Initials



Lenders Initials

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

The logo for Borrowers Initials features a red circle containing a white letter 'C' on the left. To its right, the letters 'DS' are written in a black, cursive script. A horizontal line is positioned below the 'DS', and the entire graphic is enclosed within a black oval.

Borrowers Initials


The logo for Lenders Initials features a red circle containing a white letter 'C' on the left. To its right, the letters 'LD' are written in a black, cursive script. A horizontal line is positioned below the 'LD', and the entire graphic is enclosed within a black oval.

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: Interlude Inc. (the "Borrowers") with personal guarantor(s) Dylan Suitor (the "Borrowers")

Lenders: The Lion's Share Group Inc (the "Lenders")

1. **Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$27,200.88** CAD which was due for renewal on Oct 14, 2023.
2. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$27,200.88 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$385.35 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
3. A consulting and administration fee of \$272.01 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
4. Principle amount of **\$27,200.88** is made up of the following:
 - a) \$22,129.38 renewal amount
 - b) \$2,508.00 = 8x deferred payments of \$313.50
 - c) \$2,000.00 = 8x deferred admin fee of \$250 (reduced from \$500)
 - d) \$313.50 = 1x NSF payments of \$313.50
 - e) \$250.00 = 1x NSF admin fee of \$250 (reduced from \$500)
5. Principle owing at the end of the term will be \$27,200.88 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
6. This Note will be repaid in full on or before April 14, 2024, or the sale of 550 Spooner Dr, Timmins ON P4N 4R5 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
7. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
8. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
9. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in



Borrowers Initials



Lenders Initials

enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on April 14, 2024. This includes, but is not limited to, the property located at 550 Spooner Dr, Timmins ON P4N 4R5, Canada.

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the



Borrowers Initials



Lenders Initials

term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-11-01

Date: (dd/mm/yyyy).

 Dylan Suitor

Interlude Inc.(Borrowers)

(Borrowers)

 Dylan Suitor

Dylan Suitor (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-10-30

Date: (dd/mm/yyyy).

 Claire Drage

The Lion's Share Group Inc (Lenders)

 DS

Borrowers Initials

 CD

Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelon ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): Interlude Inc. - Dylan Suitor -

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.



Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$385.35** for **550 Spooner Dr, Timmins ON P4N 4R5** (Ref: MACC-553117 550 Spooner HML CS Renewal)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **November 14, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:



Signature of Joint Account Holder (if applicable)

Name: Interlude Inc.

Dylan Suitor

Signing Officers

2023-11-01

Date: _____

Date: _____



Borrowers Initials



Lenders Initials

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

The logo for Borrowers Initials features a red circle with a white letter 'C' inside, positioned to the left of the stylized initials 'DS'. The entire graphic is enclosed within a black oval shape.

Borrowers Initials


The logo for Lenders Initials features a red circle with a white letter 'C' inside, positioned to the left of the stylized initials 'LD'. The entire graphic is enclosed within a black oval shape.

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: Interlude Inc. (the "Borrowers") with personal guarantor(s) Dylan Suitor (the "Borrowers")

Lenders: The Lion's Share Group Inc (the "Lenders")

1. **Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$61,293.38** CAD which was originally advanced on January 19, 2022.
2. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$61,293.38 CAD. The term is 1 Year Fixed fully open from January 19, 2023. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$868.32 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre Authorised Debit Form included in this Agreement.
3. A consulting and administration fee of \$612.93 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
4. Principle owing at the end of the term will be \$61,293.38 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before January 19, 2024, or the sale of 668 Lillian Ave Timminis, ON P4N 3X3 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is



Borrowers Initials



Lenders Initials

secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on January 19, 2024. This includes, but is not limited to, the property located at 668 Lillian Ave Timminis, ON P4N 3X3, Canada.

9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

Borrowers Initials

Lenders Initials

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-02-01

Date: (dd/mm/yyyy).

Dylan Suitor

Interlude Inc.(Borrowers)

Dylan Suitor

Dylan Suitor (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-02-02

Date: (dd/mm/yyyy).

Claire Drage

The Lion's Share Group Inc (Lenders)



Borrowers Initials



Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelton ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): Interlude Inc. - Dylan Suitor -

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.

Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$868.32** for **668 Lillian Ave Timminis, ON P4N 3X3** (Ref: MACC-514019 668 Lillian HML SF + CS RENEWAL)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **February 19, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Signature of Joint Account Holder (if applicable)

Name: Interlude Inc.

Dylan Suitor

Signing Officers

Date: 2023-02-01

Date: _____

Borrowers Initials

Lenders Initials

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

RENEWAL SF + CS					
Shortfall	\$	55,000.00			
Closing Cost		\$5,344.77			
Existing Loan	\$	60,344.77			
Shortfall payments					
Closing cost Interest	\$	908.61			
Bank fees	\$	40.00			
TOTAL RENEWAL	\$	61,293.38	NEW PRINCIPLE	20+20	
Broker Fee	\$	612.93	PAYABLE NOW		
New Monthly payments	\$	868.32	DUE 1 MONTH AFTER CLOSING		


Borrowers Initials

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: Interlude Inc. (the "Borrowers") with personal guarantor(s) Dylan Suitor (the "Borrowers")

Lenders: The Lion's Share Group Inc (the "Lenders")

- 1. Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$69,284.92** CAD which was due for renewal on May 26, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$69,284.92 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$981.54 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
- A consulting and administration fee of \$692.85 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- Principle amount of **\$69,284.92** is made up of the following:
 - \$65,689.20 renewal amount
 - \$2,575.72 = 4x deferred payments of \$643.93
 - \$1,000.00 = 4x deferred admin fee of \$250 (reduced from \$500)
 - \$20.00 = bank fees incurred at original funding
- Principle owing at the end of the term will be \$69,284.92 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before November 26, 2023, or the sale of 6128 King St, Timmins ON P0N 1C0 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the



Borrowers Initials



Lenders Initials

principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on November 26, 2023. This includes, but is not limited to, the property located at 6128 King St, Timmins ON P0N 1C0, Canada.

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is



Borrowers Initials



Lenders Initials

made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-08-15

Date: (dd/mm/yyyy).

Dylan Suitor

Interlude Inc.(Borrowers)

(Borrowers)

Dylan Suitor

Dylan Suitor (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-08-11

Date: (dd/mm/yyyy).

Claire Drage

The Lion's Share Group Inc (Lenders)

DS

Borrowers Initials

CD

Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelon ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): Interlude Inc. - Dylan Suitor -

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.

Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$981.54** for **6128 King St, Timmins ON P0N 1C0** (Ref: MACC-535856 6128 King HML CS+SF Renewal)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **June 26, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Signature of Joint Account Holder (if applicable)

Name: Interlude Inc.

Dylan Suitor

Signing Officers

2023-08-15

Date: _____

Date: _____

Borrowers Initials

Lenders Initials

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

The logo for Borrowers Initials features a red circle containing a white letter 'C' on the left. To its right, the letters 'DS' are written in a black, cursive script. A horizontal line is positioned below the 'DS', and the entire graphic is enclosed within a black oval.

Borrowers Initials

The logo for Lenders Initials features a red circle containing a white letter 'C' on the left. To its right, the letters 'LD' are written in a black, cursive script. A horizontal line is positioned below the 'LD', and the entire graphic is enclosed within a black oval.


Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: Joint Captain Real Estate Inc. (the "Borrowers") with personal guarantor(s) Sam Drage and Aruba Butt and Bronwyn Bullen(the "Borrowers")


Lenders: Harry Jans and Gail Jans (the "Lenders")

- 1. Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$50,000.00** CAD which was originally advanced on March 23, 2022.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$50,000.00 CAD. The term is 1 Year Fixed fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$708.33 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via e-transfer to payments@thewindrosegroup.ca
3. A consulting and administration fee of \$500.00 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is payable now. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed Blanket Pad Form for Broker/Admin Fees on signing of this document. C SD
C AB
C BB
- Principle owing at the end of the term will be \$50,000.00 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before March 23, 2024, or the sale of 90 Avenue Road Timmins, Ontario P4N 5E3 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held**

C BB

Borrowers Initials Lenders Initials

by the Borrowers and Guarantors as security (the 'Security'), if not paid in full by 6:00pm on March 23, 2024. This includes, but is not limited to, the property located at 90 Avenue Road Timmins, Ontario P4N 5E3, Canada.

9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)
 - c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees


Borrowers Initials Lenders Initials

- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-03-10

Date: (dd/mm/yyyy).

Sam Drage

Joint Captain Real Estate Inc.(Borrowers)

Sam Drage

Sam Drage (Borrowers/Guarantors)

Aruba Butt

Aruba Butt (Borrowers/Guarantors)

Bronwyn Bullen

Bronwyn Bullen (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-03-09

Date: (dd/mm/yyyy).

Harry Jans

Gail Jans

Harry Jans and Gail Jans (Lenders)

BB
SD AB HJ GJ
 Borrowers Initials Lenders Initials

RENEWAL PROMISSORY NOTE LOAN AGREEMENT – PAYMENTS

Borrowers: Hometown Housing Inc. (the "Borrowers") with personal guarantor(s) Dylan Suitor (the "Borrowers")

Lenders: The Lion's Share Group Inc (the "Lenders")

Principle Amount Renewed: \$36,905.17 CAD. This amount is based on:

Original Promissory Note Loan Agreement Principle Amount of:	\$27,653.99
Interest Accrued from December 04, 2022 to June 04, 2023 at 17%:	\$4,701.18
<u>New payments to be made June 04, 2023 to December 04, 2023:</u>	<u>\$4,250.00</u>
<u>to Administration Fee as per Clause 3. Below:</u>	<u>\$300.00</u>
Total:	<u>\$36,905.17</u>

1. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of **\$36,905.17 CAD**. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly but only payable on the amounts drawn as per Clause 4., below. The interest shall accrue each month and be paid at the end of the term or on full repayment. Advance date to be June 04, 2023; this is subject to change with notice.
2. The borrower acknowledges that Claire Drage, Mortgage Broker will **continue** to make the monthly payments of **\$708.33** on behalf of the Borrower for the \$50,000.00 Promissory Note loan with **Gaymes Real Estate Lending Inc** that closed on June 04, 2023 and will be paid back at the end of the term or on full repayment whichever is sooner.
3. An administration fee of \$300.00 shall apply as noted above and included in this Loan.
4. Principle owing at the end of the term will be **\$36,905.17** plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before December 04, 2023, or the sale or refinance of 118 Kathleen St Sudbury, ON P3C2L8 whichever is soonest. The Lenders and Borrowers may agree to a 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the



Borrowers Initials



Lenders Initials

principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on December 04, 2023. This includes, but is not limited to, the property located at 118 Kathleen St Sudbury, ON P3C2L8, Canada.

9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of Ontario.
13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is

Borrowers Initials

Lenders Initials

made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$200** (\$100 Lenders Fee & \$100 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-06-16 _____

Date: (dd/mm/yyyy).

 *Dylan Suitor*

Hometown Housing Inc.(Borrowers)

 *Dylan Suitor*

Dylan Suitor (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-06-16 _____

Date: (dd/mm/yyyy).

 *Claire Drage*

The Lion's Share Group Inc (Lender)

 *DS*

Borrowers Initials

 *CD*

Lenders Initials

PROMISSORY NOTE LOAN AGREEMENT

SHORTFALL AND CLOSING COSTS

Borrowers: Balboa INC (the "Borrowers") with personal guarantor(s) Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

Principle Amount: **\$34,184.13** CAD broken up into (see Statement including):

- a) Shortfall amount of \$21,200.00
- b) Closing Costs amount of \$12,984.13

1. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of **\$34,184.13** CAD. The terms are 1 Year Fixed term fully open and broken down as follows:
 - a) **Shortfall amount of \$21,200.00:** The Initial Interest Rate charged for the term will be 9% per annum compounding monthly with monthly payments of \$159.00 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit. A lender fee of \$636.00 will be deducted from the advance.
 - b) **Closing Costs amount of \$12,984.13.** The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$183.94 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit.

The combined monthly payment of the Shortfall and Closing Costs will be \$342.94 via Pre Authorised Debit included in this Agreement.

Intended advance date to be August 08, 2022; this is subject to change with notice.

2. A consulting and administration fee of \$340.56 shall apply and has been added to this loan.
3. On advance of the principle amount of **\$34,184.13**, on or before August 08, 2022, the funds will be distributed as follows by the **Lenders**:
 - a) \$33,207.57 deposit by wire transfer for immediate clearance into the Borrowers bank account (void cheque attached). This is the principle amount borrowed minus Lenders bank fees and \$340.56 consulting and administration fee and Lender Fee of \$636.00.
 - b) \$340.56 consulting and administration fee to Claire DRAGE via e-transfer to investor@thewindrosegroupp.ca
4. Principle owing at the end of the term will be \$34,184.13 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before August 08, 2023, or the sale or refinance of 2 Station Rd S, Kirkland Lake, P2N3H3 ON whichever is soonest. The Lenders and Borrowers may agree to a 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully

 AB

Borrowers Initials

 CD

Lenders Initials

responsible for contacting the Lenders representative (Claire DRAGE) in writing to request such an extension with an explanation.

6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on August 08, 2023. This includes, but is not limited to, the property located at 2 Station Rd S, Kirkland Lake, P2N3H3 ON, Canada.
9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of P2N3H3.



Borrowers Initials



Lenders Initials

13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
- a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$200** (\$100 Lenders Fee & \$100 Administration Fee)
 - c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
 - d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
 - e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
 - f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

08/08/2022

Date: (dd/mm/yyyy).

SIGNED, SEALED, AND DELIVERED

08/08/2022

Date: (dd/mm/yyyy).

 *Aruba Butt*

Balboa INC (Borrowers)

 *Aruba Butt*

Aruba Butt (Borrowers/Guarantors)

 *Claire Drage*

The Lion's Share Group Inc. (Lenders)

 *AB*

Borrowers Initials

 *CD*

Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelton ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): Balboa INC - Aruba Butt -

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

Telephone Number: (289) 218-8439 **E-mail Address:** documents@sidrenos.ca

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.



Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**. to debit the bank account identified above for:

- the Fixed Amount of **\$342.94** for 2 Station Rd S, Kirkland Lake, P2N3H3 ON (Ref: MACC-545245 2 Station HML CS+SF)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **September 08, 2022** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Signature of Joint Account Holder (if applicable)



Name: Aruba Butt

Name: _____

Date: 08/08/2022

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca



Borrowers Initials



Lenders Initials

PROMISSORY NOTE LOAN AGREEMENT

SHORTFALL AND CLOSING COSTS

Borrowers: BALBAO INC (the "Borrowers") with personal guarantor(s) Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

Principle Amount: **\$43,701.38** CAD broken up into (see Statement including):

- a) Shortfall amount of \$35,650.00
- b) Closing Costs amount of \$8,051.38

1. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of **\$43,701.38** CAD. The terms are 1 Year Fixed term fully open and broken down as follows:
 - a) **Shortfall amount of \$35,650.00:** The Initial Interest Rate charged for the term will be 9% per annum compounding monthly with monthly payments of \$267.38 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit. A lender fee of \$1,069.50 will be deducted from the advance.
 - b) **Closing Costs amount of \$8,051.38.** The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$114.06 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit.

The combined monthly payment of the Shortfall and Closing Costs will be \$381.44 via Pre Authorised Debit included in this Agreement.

Intended advance date to be October 04, 2022; this is subject to change with notice.

2. A consulting and administration fee of \$436.22 shall apply and has been added to this loan.
3. On advance of the principle amount of **\$43,701.38**, on or before October 04, 2022, the funds will be distributed as follows by the **Lenders**:
 - a) \$42,195.66 deposit by wire transfer for immediate clearance into the Borrowers bank account (void cheque attached). This is the principle amount borrowed minus Lenders bank fees and \$436.22 consulting and administration fee and Lender Fee of \$1,069.50.
 - b) \$436.22 consulting and administration fee to Claire DRAGE via e-transfer to investor@thewindrosegroupp.ca
4. Principle owing at the end of the term will be \$43,701.38 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before October 04, 2023, or the sale or refinance of 6 Hollinger Lane, Timmins, ON P0N1G0 whichever is soonest. The Lenders and Borrowers may agree to a 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for



Borrowers Initials



Lenders Initials

contacting the Lenders representative (Claire DRAGE) in writing to request such an extension with an explanation.

6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on October 04, 2023. This includes, but is not limited to, the property located at 6 Hollinger Lane, Timmins, ON P0N1G0, Canada.
9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of ON.



Borrowers Initials



Lenders Initials

13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
- a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$200** (\$100 Lenders Fee & \$100 Administration Fee)
 - c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
 - d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
 - e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
 - f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

06/10/2022

Date: (dd/mm/yyyy).

SIGNED, SEALED, AND DELIVERED

06/10/2022

Date: (dd/mm/yyyy).

Aruba Butt

BALBAO INC(Borrowers)

Aruba Butt

Aruba Butt (Borrowers/Guarantors)

Claire Drage

The Lion's Share Group Inc. (Lenders)

AB

Borrowers Initials

CD

Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelton ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): BALBAO INC - Aruba Butt -

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

Telephone Number: (289) 218-8439 **E-mail Address:** documents@sidrenos.ca

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.

 AB

Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**. to debit the bank account identified above for:

- the Fixed Amount of **\$381.44** for 6 Hollinger Lane, Timmins, ON PoN1Go (Ref: MACC-550890 6 Holinger HML CS+SF)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **November 04, 2022** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Signature of Joint Account Holder (if applicable)

 Aruba Butt

Name: Aruba Butt

Name:

Date: 06/10/2022

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

 AB

Borrowers Initials

 CD

Lenders Initials

PROMISSORY NOTE LOAN AGREEMENT

SHORTFALL AND CLOSING COSTS

Borrowers: BALBOA Inc. (the "Borrowers") with personal guarantor(s) Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

Principle Amount: **\$29,029.45** CAD broken up into (see Statement including):

- a) Shortfall amount of \$5,274.00
- b) Closing Costs amount of \$23,755.45

1. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of **\$29,029.45** CAD. The terms are 1 Year Fixed term fully open and broken down as follows:
 - a) **Shortfall amount of \$5,274.00:** The Initial Interest Rate charged for the term will be 9% per annum compounding monthly with monthly payments of \$39.56 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit. A lender fee of \$158.22 will be deducted from the advance.
 - b) **Closing Costs amount of \$23,755.45.** The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$336.54 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit.

The combined monthly payment of the Shortfall and Closing Costs will be \$376.09 via Pre Authorised Debit included in this Agreement.

Intended advance date to be September 07, 2022; this is subject to change with notice.

2. A consulting and administration fee of \$287.94 shall apply and has been added to this loan.
3. On advance of the principle amount of **\$29,029.45**, on or before September 07, 2022, the funds will be distributed as follows by the **Lenders**:
 - a) \$28,583.29 deposit by wire transfer for immediate clearance into the Borrowers bank account (void cheque attached). This is the principle amount borrowed minus Lenders bank fees and \$287.94 consulting and administration fee and Lender Fee of \$158.22.
 - b) \$287.94 consulting and administration fee to Claire DRAGE via e-transfer to investor@thewindrosegroupp.ca
4. Principle owing at the end of the term will be \$29,029.45 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before September 07, 2023, or the sale or refinance of 12 Winfield Dr, Sault Ste. Marie, ON P6C2N1 whichever is soonest. The Lenders and Borrowers may agree to a 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully



Borrowers Initials



Lenders Initials

responsible for contacting the Lenders representative (Claire DRAGE) in writing to request such an extension with an explanation.

6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on September 07, 2023. This includes, but is not limited to, the property located at 12 Winfield Dr, Sault Ste. Marie, ON P6C2N1, Canada.
9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of ON.



Borrowers Initials



Lenders Initials

13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
- a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$200** (\$100 Lenders Fee & \$100 Administration Fee)
 - c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
 - d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
 - e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
 - f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

09/09/2022

Date: (dd/mm/yyyy).

SIGNED, SEALED, AND DELIVERED

09/09/2022

Date: (dd/mm/yyyy).

Aruba Butt

BALBOA Inc.(Borrowers)

Aruba Butt

Aruba Butt (Borrowers/Guarantors)

Claire Drage

The Lion's Share Group Inc. (Lenders)

AB

Borrowers Initials

CD

Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freerton ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): BALBOA Inc. - Aruba Butt -

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

Telephone Number: (289) 218-8439 **E-mail Address:** documents@sidrenos.ca

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.



Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**. to debit the bank account identified above for:

- the Fixed Amount of **\$376.09** for 12 Winfield Dr, Sault Ste. Marie, ON P6C2N1 (Ref: MACC-549488 12 Winfield HML CS+SF)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **October 07, 2022** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Signature of Joint Account Holder (if applicable)



Name: Aruba Butt

Name: _____

Date: 09/09/2022

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca



Borrowers Initials



Lenders Initials

PROMISSORY NOTE LOAN AGREEMENT

Borrowers: BALBOA Inc (the "Borrowers") with personal guarantor(s) Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

Principle Amount: \$27,120.19 CAD

1. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of **\$27,120.19 CAD**. The term is 1 Year Fixed term fully open. **PAYMENTS:** The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$384.20 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via e-transfer to investor@thewindrosegroup.ca that will be recorded and forwarded directly to the lender.

Intended advance date to be July 22, 2022; this is subject to change with notice.

2. A consulting and administration fee of \$268.52 shall apply.
3. On advance of the principle amount of **\$27,120.19**, on or before July 22, 2022, the funds will be distributed as follows by the Lenders:
 - a. \$26,851.67 deposit by wire transfer for immediate clearance into the Borrowers bank account (void cheque attached). This is the principle amount borrowed minus Lenders bank fees and \$268.52 consulting and administration fee.
 - b. \$268.52 consulting and administration fee to Claire DRAGE via e-transfer to investor@thewindrosegroup.ca
4. Principle owing at the end of the term will be \$27,120.19 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before July 22, 2023, or the sale or refinance of 38 Fourth Ave, Timmins, ON P0N1G0 whichever is soonest. The Lenders and Borrowers may agree to a 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire DRAGE) in writing to request such an extension with an explanation.
6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the



Borrowers Initials



Lenders Initials

principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on July 22, 2023. This includes, but is not limited to, the property located at 38 Fourth Ave, Timmins, ON P0N1G0, Canada.

9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of ON.
13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is



Borrowers Initials



Lenders Initials

made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$200** (\$100 Lenders Fee & \$100 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

27/07/2022

Date: (dd/mm/yyyy).

SIGNED, SEALED, AND DELIVERED

27/07/2022

Date: (dd/mm/yyyy).

 *Aruba Butt*

BALBOA Inc (Borrowers)

 *Aruba Butt*

Aruba Butt (Borrowers/Guarantors)

 *Claire Drage (FOR CONGASIGN)*

The Lion's Share Group Inc. (Lenders)

 *AB*

Borrowers Initials

 *C*

Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freerton ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): BALBOA Inc - Aruba Butt -

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

Telephone Number: (289) 218-8439 **E-mail Address:** documents@sidrenos.ca

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.



Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**. to debit the bank account identified above for:

- the Fixed Amount of **\$384.20** for 38 Fourth Ave, Timmins, ON PoN1Go (Ref: MACC- 544438 38 Fourth HML CS)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **August 22, 2022** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Signature of Joint Account Holder (if applicable)



Name: Aruba Butt

Name: _____

Date: 27/07/2022

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca



Borrowers Initials



Lenders Initials

PROMISSORY NOTE LOAN AGREEMENT

Borrowers: BALBOA Inc. (the "Borrowers") with personal guarantor(s) Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

Principle Amount: \$11,433.50 CAD

1. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of **\$11,433.50 CAD**. The term is 1 Year Fixed term fully open. **PAYMENTS:** The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$161.97 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via e-transfer to investor@thewindrosegroup.ca that will be recorded and forwarded directly to the lender.

Intended advance date to be July 12, 2022; this is subject to change with notice.

2. A consulting and administration fee of \$113.20 shall apply.
3. On advance of the principle amount of **\$11,433.50**, on or before July 12, 2022, the funds will be distributed as follows by the Lenders:
 - a. \$11,320.30 deposit by wire transfer for immediate clearance into the Borrowers bank account (void cheque attached). This is the principle amount borrowed minus Lenders bank fees and \$113.20 consulting and administration fee.
 - b. \$113.20 consulting and administration fee to Claire DRAGE via e-transfer to investor@thewindrosegroup.ca
4. Principle owing at the end of the term will be \$11,433.50 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before July 12, 2023, or the sale or refinance of 67 Rand Ave, Kirkland lake, ON P2N2T2 whichever is soonest. The Lenders and Borrowers may agree to a 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire DRAGE) in writing to request such an extension with an explanation.
6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the



Borrowers Initials



Lenders Initials

principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on July 12, 2023. This includes, but is not limited to, the property located at 67 Rand Ave, Kirkland lake, ON P2N2T2, Canada.

9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of ON.
13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is



Borrowers Initials



Lenders Initials

made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$200** (\$100 Lenders Fee & \$100 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

12/07/2022

Date: (dd/mm/yyyy).

SIGNED, SEALED, AND DELIVERED

12/07/2022

Date: (dd/mm/yyyy).

 Aruba Butt

BALBOA Inc. (Borrowers)

 Aruba Butt

Aruba Butt (Borrowers/Guarantors)

 Claire Drage

The Lion's Share Group Inc. (Lenders)

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelton ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): BALBOA Inc. - Aruba Butt -

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

Telephone Number: (289) 218-8439 **E-mail Address:** documents@sidrenos.ca

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.



Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**


You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$161.97** for 67 Rand Ave, Kirkland lake, ON P2N2T2 (Ref: MACC-543071 67 Rand HML CS)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **August 12, 2022** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Signature of Joint Account Holder (if applicable)



Name: Aruba Butt

Name:

Date: 12/07/2022

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca



Borrowers Initials



Lenders Initials

PROMISSORY NOTE LOAN AGREEMENT

Borrowers: Joint Captain Real Estate Inc. (the "Borrowers") with personal guarantor(s) Sam DRAGE and Aruba Butt and Bronwyn Bullen (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

Principle Amount: \$20,218.20 CAD

1. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of **\$20,218.20 CAD**. The term is 1 Year Fixed term fully open. **PAYMENTS:** The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$286.42 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via e-transfer to investor@thewindrosegroup.ca that will be recorded and forwarded directly to the lender.

Intended advance date to be June 15, 2022; this is subject to change with notice.

2. A consulting and administration fee of \$200.18 shall apply.
3. On advance of the principle amount of **\$20,218.20**, on or before June 15, 2022, the funds will be distributed as follows by the Lenders:
 - a. \$20,018.02 deposit by wire transfer for immediate clearance into the Borrowers bank account (void cheque attached). This is the principle amount borrowed minus Lenders bank fees and \$200.18 consulting and administration fee.
 - b. \$200.18 consulting and administration fee to Claire DRAGE via e-transfer to investor@thewindrosegroup.ca
4. Principle owing at the end of the term will be \$20,218.20 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before June 15, 2023, or the sale or refinance of 71 Kent Ave, Sault Ste. Marie, ON P6B4G8 whichever is soonest. The Lenders and Borrowers may agree to a 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire DRAGE) in writing to request such an extension with an explanation.
6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the

principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on June 15, 2023. This includes, but is not limited to, the property located at 71 Kent Ave, Sault Ste. Marie, ON P6B4G8, Canada.

9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of ON.
13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is

made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$200** (\$100 Lenders Fee & \$100 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

17/06/2022

Date: (dd/mm/yyyy).

Sam DRAGE

Joint Captain Real Estate Inc. (Borrowers)

Sam DRAGE

Sam DRAGE (Borrowers/Guarantors)

Aruba Butt

Aruba Butt (Borrowers/Guarantors)

Bronwyn Bullen

Bronwyn Bullen (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

17/06/2022

Date: (dd/mm/yyyy).

Claire Drage

The Lion's Share Group Inc. (Lenders)

PROMISSORY NOTE LOAN AGREEMENT

SHORTFALL AND CLOSING COSTS

Borrowers: Joint Captain Real Estate Inc. (the "Borrowers") with personal guarantor(s) Sam DRAGE and Aruba Butt and Bronwyn Bullen (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

Principle Amount: **\$58,232.86** CAD broken up into (see Statement including):

- a) Shortfall amount of \$44,000.00
- b) Closing Costs amount of \$14,232.86

1. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of **\$58,232.86** CAD. The terms are 1 Year Fixed term fully open and broken down as follows:
 - a) **Shortfall amount of \$44,000.00:** The Initial Interest Rate charged for the term will be 9% per annum compounding monthly with monthly payments of \$330.00 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit. A lender fee of \$1,320.00 will be deducted from the advance.
 - b) **Closing Costs amount of \$14,232.86.** The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$201.63 interest only. Monthly payments will commence one month from advance date by the Lenders via Pre-Authorized Debit.

The combined monthly payment of the Shortfall and Closing Costs will be \$531.63 via Pre Authorised Debit.

Intended advance date to be June 24, 2022; this is subject to change with notice.

2. A consulting and administration fee of \$580.92 shall apply and has been added to this loan.
3. On advance of the principle amount of **\$58,232.86**, on or before June 24, 2022, the funds will be distributed as follows by the **Lenders**:
 - a) \$56,331.94 deposit by wire transfer for immediate clearance into the Borrowers bank account (void cheque attached). This is the principle amount borrowed minus Lenders bank fees and \$580.92 consulting and administration fee and Lender Fee of \$1,320.00.
 - b) \$580.92 consulting and administration fee to Claire DRAGE via e-transfer to investor@thewindrosegroupp.ca
4. Principle owing at the end of the term will be \$58,232.86 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before June 24, 2023, or the sale or refinance of 75 Elm St S, Timmins, ON P4N1W5 whichever is soonest. The Lenders and Borrowers may agree to a 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the

Lenders representative (Claire DRAGE) in writing to request such an extension with an explanation.

6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on June 24, 2023. This includes, but is not limited to, the property located at 75 Elm St S, Timmins, ON P4N1W5, Canada.
9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of ON.

13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
- a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$200** (\$100 Lenders Fee & \$100 Administration Fee)
 - c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
 - d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
 - e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
 - f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

24/06/2022

Date: (dd/mm/yyyy).

SIGNED, SEALED, AND DELIVERED

24/06/2022

 *Sam DRAGE*

Joint Captain Real Estate Inc.(Borrowers)

 *Sam DRAGE*

Sam DRAGE (Borrowers/Guarantors)

 *Aruba Butt*

Aruba Butt (Borrowers/Guarantors)

 *Bronwyn Bullen*

Bronwyn Bullen (Borrowers/Guarantors)

 *Claire Drage*

The Lion's Share Group Inc. (Lenders)

1 YEAR SHORTFALL AND CLOSING COSTS PROMISSORY NOTE LOAN FOR:

Name of Borrower: Sam/Bronwyn/Aruba
Name of Lender: Claire Drage
Start date of loan: 24-Jun-22

Property Address: 75 Elm
Borrower Corporate Name: Joint Captain
Renewal/Payout of Loan: 24-Jun-23

LOAN TERMS SHORTFALL

Loan amount \$44,000.00
Interest Rate for Payments 9% *Excludes Lender Fee*
No. of Payments due in Term 12
Monthly Payment Amount \$330.00

LOAN TERMS CLOSING COSTS

Loan amount \$14,232.86
Annual Interest Rate 17%
No. of Payments due in Term 0
Monthly Interest Accruing: \$201.63

**Interest accrues using simple interest and payable on payout or renewal*

No.	Date of Payment Due	Int. Rate	Payments Made by Borrower	Interest \$ or Other Fees	Loan and Balance Owing	Notes
	24-Jun-22				\$ 44,000.00	
	24-Jul-22	9%		\$ 330.00	\$ 44,330.00	
1	24-Jul-22		\$330.00		\$ 44,000.00	Payment Due
	24-Aug-22	9%		\$ 330.00	\$ 44,330.00	
2	24-Aug-22		\$330.00		\$ 44,000.00	Payment Due
	24-Sep-22	9%		\$ 330.00	\$ 44,330.00	
3	24-Sep-22		\$330.00		\$ 44,000.00	Payment Due
	24-Oct-22	9%		\$ 330.00	\$ 44,330.00	
4	24-Oct-22		\$330.00		\$ 44,000.00	Payment Due
	24-Nov-22	9%		\$ 330.00	\$ 44,330.00	
5	24-Nov-22		\$330.00		\$ 44,000.00	Payment Due
	24-Dec-22	9%		\$ 330.00	\$ 44,330.00	
6	24-Dec-22		\$330.00		\$ 44,000.00	Payment Due
	24-Jan-23	9%		\$ 330.00	\$ 44,330.00	
7	24-Jan-23		\$330.00		\$ 44,000.00	Payment Due
	24-Feb-23	9%		\$ 330.00	\$ 44,330.00	
8	24-Feb-23		\$330.00		\$ 44,000.00	Payment Due
	24-Mar-23	9%		\$ 330.00	\$ 44,330.00	
9	24-Mar-23		\$330.00		\$ 44,000.00	Payment Due
	24-Apr-23	9%		\$ 330.00	\$ 44,330.00	
10	24-Apr-23		\$330.00		\$ 44,000.00	Payment Due
	24-May-23	9%		\$ 330.00	\$ 44,330.00	
11	24-May-23		\$330.00		\$ 44,000.00	Payment Due
	24-Jun-23	9%		\$ 330.00	\$ 44,330.00	
12	24-Jun-23		\$330.00		\$ 44,000.00	Payment Due
12 Totals			\$ 3,960.00	\$ 3,960.00	\$ 44,000.00	

No.	Date Interest Accruing	Interest Rate	Interest \$ or Other Fees	Loan and Balance Owing	Notes
	24-Jun-22			\$14,232.86	
	24-Jul-22	17%	\$ 201.63	\$14,434.49	
1	24-Jul-22			\$14,434.49	
	24-Aug-22	17%	\$ 201.63	\$14,636.12	
2	24-Aug-22			\$14,636.12	
	24-Sep-22	17%	\$ 201.63	\$14,837.76	
3	24-Sep-22			\$14,837.76	
	24-Oct-22	17%	\$ 201.63	\$15,039.39	
4	24-Oct-22			\$15,039.39	
	24-Nov-22	17%	\$ 201.63	\$15,241.02	
5	24-Nov-22			\$15,241.02	
	24-Dec-22	17%	\$ 201.63	\$15,442.65	
6	24-Dec-22			\$15,442.65	
	24-Jan-23	17%	\$ 201.63	\$15,644.28	
7	24-Jan-23			\$15,644.28	
	24-Feb-23	17%	\$ 201.63	\$15,845.92	
8	24-Feb-23			\$15,845.92	
	24-Mar-23	17%	\$ 201.63	\$16,047.55	
9	24-Mar-23			\$16,047.55	
	24-Apr-23	17%	\$ 201.63	\$16,249.18	
10	24-Apr-23			\$16,249.18	
	24-May-23	17%	\$ 201.63	\$16,450.81	
11	24-May-23			\$16,450.81	
	24-Jun-23	17%	\$ 201.63	\$16,652.45	
12	24-Jun-23			\$16,652.45	
12 Totals			\$ 2,419.59	\$16,652.45	

PROMISSORY NOTE LOAN AGREEMENT

Borrowers: Joint Captain Real Estate Inc. (the "Borrowers") with personal guarantor(s) Sam DRAGE and Aruba Butt and Bronwyn Bullen (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

Principle Amount: \$21,698.19 CAD

1. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of **\$21,698.19 CAD**. The term is 1 Year Fixed term fully open. **PAYMENTS:** The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$307.39 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via e-transfer to investor@thewindrosegroup.ca that will be recorded and forwarded directly to the lender.

Intended advance date to be July 26, 2022; this is subject to change with notice.

2. A consulting and administration fee of \$214.83 shall apply.
3. On advance of the principle amount of **\$21,698.19**, on or before July 26, 2022, the funds will be distributed as follows by the Lenders:
 - a. \$21,483.36 deposit by wire transfer for immediate clearance into the Borrowers bank account (void cheque attached). This is the principle amount borrowed minus Lenders bank fees and \$214.83 consulting and administration fee.
 - b. \$214.83 consulting and administration fee to Claire DRAGE via e-transfer to investor@thewindrosegroup.ca
4. Principle owing at the end of the term will be \$21,698.19 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before July 26, 2023, or the sale or refinance of 87-89 Way Ave, Timmins, ON P4N3C6 whichever is soonest. The Lenders and Borrowers may agree to a 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire DRAGE) in writing to request such an extension with an explanation.
6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the

principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on July 26, 2023. This includes, but is not limited to, the property located at 87-89 Way Ave, Timmins, ON P4N3C6, Canada.

9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of ON.
13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is

made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$200** (\$100 Lenders Fee & \$100 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

27/07/2022

Date: (dd/mm/yyyy).



Joint Captain Real Estate Inc. (Borrowers)



Sam DRAGE (Borrowers/Guarantors)



Aruba Butt (Borrowers/Guarantors)



Bronwyn Bullen (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

27/07/2022

Date: (dd/mm/yyyy).



The Lion's Share Group Inc. (Lenders)

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freerton ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): Joint Captain Real Estate Inc. - Sam DRAGE - Aruba Butt

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

Telephone Number: (289) 767-0915 **E-mail Address:** sam@thewindrosegroupp.ca

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.



Chequing Account: Savings Account:



4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**. to debit the bank account identified above for:

- the Fixed Amount of **\$307.39** for 87-89 Way Ave, Timmins, ON P4N3C6 (Ref: MACC-544252 89 Way HML CS)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **August 26, 2022** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Signature of Joint Account Holder (if applicable)





Name: Sam DRAGE

Name: Aruba Butt

Date: 27/07/2022

Date: 27/07/2022

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca





Borrowers Initials




Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: Multiville Inc. (the "Borrowers") with personal guarantor(s) Ryan Molony and Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

- Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$28,585.44** CAD which was due for renewal on October 26, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$28,585.44 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$404.96 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
- A consulting and administration fee of \$285.85 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- Principle amount of **\$28,585.44** is made up of the following:
 - \$24,580.74 renewal amount
 - \$2,089.36 = 6x deferred payments of \$348.23
 - \$1,500.00 = 6x deferred admin fee of \$250 (reduced from \$500, may be reimbursed if paid out on or before maturity)
 - \$415.34 = consulting and administration fee outstanding from previous renewal
- Principle owing at the end of the term will be \$28,585.44 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before April 26, 2024, or the sale of 50 Cecil Ave, Timmins ON P0N 1H0 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in

enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on April 26, 2024. This includes, but is not limited to, the property located at 50 Cecil Ave, Timmins ON P0N 1H0, Canada.

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the

Handwritten initials of the Borrowers and Lenders. The Borrowers' initials are 'RM' and the Lenders' initials are 'CD'. Each set of initials is enclosed in a red circle, and the two circles are connected by a horizontal line.

term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-12-12

Date: (dd/mm/yyyy).

 Ryan Molony

Multiville Inc.(Borrowers)

(Borrowers)

 Ryan Molony

Ryan Molony (Borrowers/Guarantors)

 Aruba Butt

(Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-12-11

Date: (dd/mm/yyyy).

 Claire Drage

The Lion's Share Group Inc. (Lenders)



PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelon ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**


Name(s): Multiville Inc. - Ryan Molony - Aruba Butt

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.



Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

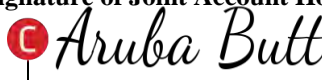
- the Fixed Amount of **\$404.96** for **50 Cecil Ave, Timmins ON P0N 1H0** (Ref: MACC-501669 50 Cecil HML CS RENEWAL #3)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **November 26, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:



Signature of Joint Account Holder (if applicable)



Name: Multiville Inc. Ryan Molony

Signing Officers

2023-12-12

2023-12-10

Date: _____

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to



receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

The image shows handwritten initials in black ink. The initials 'RM' and 'AB' are written together and enclosed in a single black oval. The initials 'CD' are written to the right and enclosed in a separate black oval. Each letter has a small red circle above it, possibly indicating a specific part of the initials or a signature mark.


Borrowers Initials

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: Multiville Inc. (the "Borrowers") with personal guarantor(s) Ryan Molony and Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

- 1. Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$32,016.09** CAD which was due for renewal on June 17, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$32,016.09 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding annually from advance date by the Lenders with no payments required during the term. An approximate amount of \$453.56 in interest will accrue each month which is payable at the end of the term or on full repayment, whichever is soonest.
- A consulting and administration fee of \$320.16 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorized Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- Principle amount of **\$32,016.09** is made up of the following:
 - \$28,498.85 renewal amount
 - \$1,614.93 = 4x deferred payments of \$403.73
 - \$361.88 = 1x payment of \$361.88 not processed
 - \$1,000.00 = 4x deferred admin fee of \$250 (reduced from \$500)
 - \$540.43 = consulting and administration fee outstanding from previous two renewals
- Principle owing at the end of the term will be \$32,016.09 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before December 17, 2023, or the sale of 81 Jean Street, Sudbury, ON, P3C 4W2 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in



enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on December 17, 2023. This includes, but is not limited to, the property located at 81 Jean Street, Sudbury, ON, P3C 4W2, Canada.

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the

The image shows handwritten initials in black ink. On the left, the initials 'CRM' are written, with a red circle around the 'C'. On the right, the initials 'AB' and 'CD' are written, with a red circle around the 'C' in 'CD'. The initials are written in a cursive style.

term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-12-07

Date: (dd/mm/yyyy).

Ryan Molony

Multiville Inc.(Borrowers)

(Borrowers)

Ryan Molony

Ryan Molony (Borrowers/Guarantors)

Aruba Butt

(Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-12-06

Date: (dd/mm/yyyy).

Claire Drage

The Lion's Share Group Inc. (Lenders)

RM AB CD


Borrowers Initials

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: Multiville Inc. (the "Borrowers") with personal guarantor(s) Ryan Molony and Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

- 1. Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$54,411.68** CAD which was due for renewal on June 17, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$54,411.68 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding annually from advance date by the Lenders with no payments required during the term. An approximate amount of \$770.83 in interest will accrue each month which is payable at the end of the term or on full repayment, whichever is soonest.
- A consulting and administration fee of \$544.12 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- Principle amount of **\$54,411.68** is made up of the following:
 - \$49,649.70 renewal amount
 - \$2,813.48 = 4x deferred payments of \$703.37
 - \$1,000.00 = 4x deferred admin fee of \$250 (reduced from \$500)
 - \$948.50 = consulting and administration fee outstanding from previous two renewals
- Principle owing at the end of the term will be \$54,411.68 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before December 17, 2023, or the sale of 81 Jean Street, Sudbury, ON, P3C 4W2 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the



principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on December 17, 2023. This includes, but is not limited to, the property located at 81 Jean Street, Sudbury, ON, P3C 4W2, Canada.

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is

The image shows handwritten initials in black ink. On the left, the initials 'RMA' are written, with a red circle around the 'R' and another red circle around the 'A'. On the right, the initials 'CD' are written, with a red circle around the 'C'. The entire set of initials is enclosed within a larger, hand-drawn black oval.

made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-12-12

Date: (dd/mm/yyyy).

 Ryan Molony

Multiville Inc.(Borrowers)

(Borrowers)

 Ryan Molony

Ryan Molony (Borrowers/Guarantors)

 Aruba Butt

(Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-12-06

Date: (dd/mm/yyyy).

 Claire Drage

The Lion's Share Group Inc. (Lenders)



PROMISSORY NOTE LOAN AGREEMENT

Borrowers: Multiville Inc. (the "Borrowers") with personal guarantors Ryan Molony and Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc (the "Lenders")

Principle Amount: \$189,118.45 CAD

1. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of **\$189,118.45 CAD**. The term is 1 Year Fixed term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$2,679.18 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via e-transfer to investor@thewindrosegroup.ca that will be recorded and forwarded directly to the lender.
Intended advance date to be November 14, 2022; this is subject to change with notice.
2. A consulting and administration fee of \$1,872.46 shall apply.
3. On advance of the principle amount of **\$189,118.45**, on or before November 14, 2022, the funds will be distributed as follows by the Lenders:
 - a. \$187,245.99 was repaid back to the 1st Mortgage lender
 - b. \$1,872.46 consulting and administration fee to Claire DRAGE
4. Principle owing at the end of the term will be \$189,118.45 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before November 14, 2023, or the sale or refinancing of 327 Franklin St, Sault Ste. Marie, ON P6C 4A9 whichever is soonest. The Lenders and Borrowers may agree to a 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire DRAGE) in writing to request such an extension with an explanation.
6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is


Borrowers Initials


Lenders Initials

secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on November 14, 2023. This includes, but is not limited to, the property located at 327 Franklin St, Sault Ste. Marie, ON P6C 4A9, Canada.

9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of ON.
13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)



Borrowers Initials



Lenders Initials

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED


11/11/2022


Date: (dd/mm/yyyy).


SIGNED, SEALED, AND DELIVERED

11/11/2022

Date: (dd/mm/yyyy).

 Ryan Molony
Multiville Inc. (Borrowers)

 Ryan Molony
Ryan Molony (Borrowers/Guarantors)

 Aruba Butt
Aruba Butt (Borrowers/Guarantors)

 Claire Drage
The Lion's Share Group Inc (Lenders)

 RM

Borrowers Initials

 AB

 CD

Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelton ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): Multiville Inc. - Ryan Molony - Aruba Butt

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

Telephone Number: 905-580-1372 **E-mail Address:** ryan@siddevelopments.ca

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.

RM

Chequing Account: Savings Account:

AB

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$2,679.18** for 327 Franklin St, Sault Ste. Marie, ON P6C 4A9 (Ref: MACC-498182 327 Franklin HML CD)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **December 14, 2022** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Signature of Joint Account Holder (if applicable)

Ryan Molony
Name: Ryan Molony

Aruba Butt
Name: Aruba Butt

Date: 11/11/2022

Date: 11/11/2022


You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

Borrowers Initials Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: Multiville Inc. (the "Borrowers") with personal guarantor(s) Ryan Molony and Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

- 1. Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$74,582.86** CAD which was due for renewal on September 3, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$74,582.86 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$1,056.59 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
- A consulting and administration fee of \$745.83 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- Principle amount of **\$74,582.86** is made up of the following:
 - \$66,742.34 renewal amount
 - \$5,673.10 = 6x deferred payments of \$945.52
 - \$1,500.00 = 6x deferred admin fee of \$250 (reduced from \$500)
 - \$667.42 = consulting and administration fee outstanding from previous renewal
- Principle owing at the end of the term will be \$74,582.86 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before March 03, 2024, or the sale of 327 Franklin St, Sault Saint Marie, ON P6C 4A9 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the



principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on March 03, 2024. This includes, but is not limited to, the property located at 327 Franklin St, Sault Saint Marie, ON P6C 4A9, Canada. **The Borrower(s) and guarantor(s) hereby grants the Lender the right to, and acknowledges the Lender has the right to, register an interest in the land or lands owned by the Borrower, pursuant to s. 71 of the Land Titles Act, RSO 1990, c L.5.**

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).

Handwritten initials of the Borrowers and Lenders. The Borrowers' initials are 'RM' and the Lenders' initials are 'CD'. Each set of initials is enclosed in a red circle, and the two circles are connected by a horizontal line.

- b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)
- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-11-27

Date: (dd/mm/yyyy).

 Ryan Molony

Multiville Inc.(Borrowers)

(Borrowers)

 Ryan Molony

Ryan Molony (Borrowers/Guarantors)

 Aruba Butt

(Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-10-16

Date: (dd/mm/yyyy).

 Claire Drage

The Lion's Share Group Inc. (Lenders)

 RM  AB  CD

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelon ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): Multiville Inc. - Ryan Molony - Aruba Butt

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.

Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$1,056.59** for **327 Franklin St, Sault Saint Marie, ON P6C 4A9** (Ref: MACC-498182 327 Franklin HML SF + CS RENEWAL #3)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **October 03, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Signature of Joint Account Holder (if applicable)

Name: Multiville Inc. Ryan Molony

Signing Officers

2023-11-27

2023-10-16

Date: _____

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to

receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

The image shows handwritten initials in black ink. The initials 'RM' and 'AB' are written together and enclosed in a single black oval. The initials 'CD' are written to the right and enclosed in a separate black oval. Each letter has a small red circle above it.

Borrowers Initials

Lenders Initials

PROMISSORY NOTE LOAN AGREEMENT

Borrowers: Multiville Inc. (the "Borrowers") with personal guarantor(s) Ryan Molony and Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

Principle Amount: \$11,491.78 CAD

1. FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$11,491.78 CAD. The term is 1 Year Fixed term fully open. PAYMENTS: The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$162.80 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via e-transfer to payments@thewindrosegroup.ca

Intended advance date to be **June 05, 2023**; this is subject to change with notice.

2. A consulting and administration fee of \$113.78 shall apply.
3. On advance of the principle amount of \$11,491.78, on or before June 05, 2023, the funds will be distributed as follows by the Lenders:
 - a. \$11,378.00 deposit by wire transfer for immediate clearance into the Borrowers bank account (void cheque attached). This is the principle amount borrowed minus Lenders bank fees and \$113.78 consulting and administration fee.
 - b. \$113.78 consulting and administration fee deducted from advance and therefore included in this loan.
4. Principle owing at the end of the term will be \$11,491.78 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
5. This Note will be repaid in full on or before June 05, 2024, or the sale or refinance of 348 Sixth Ave, Sault Ste Marie ON P6C 4L1 whichever is soonest. The Lenders and Borrowers may agree to a 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
6. At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
7. Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
8. All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the



Borrowers Initials



Lenders Initials

principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on June 05, 2024. This includes, but is not limited to, the property located at 348 Sixth Ave, Sault Ste Marie ON P6C 4L1, Canada.

9. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
10. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
11. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
12. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
13. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
14. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
15. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is



Borrowers Initials



Lenders Initials

made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-06-14

Date: (dd/mm/yyyy).

SIGNED, SEALED, AND DELIVERED

2023-06-14

Date: (dd/mm/yyyy).

 *Ryan Molony*

Multiville Inc.(Borrowers)

 *Ryan Molony*

Ryan Molony (Borrowers/Guarantors)

 *Aruba Butt*

Aruba Butt (Borrowers/Guarantors)

 *Claire Drage*

The Lion's Share Group Inc. (Lenders)

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelton ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): Multiville Inc. - Ryan Molony Aruba Butt

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

Telephone Number: On Application **E-mail Address:** On Application

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.

CRM
CAB

Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**. to debit the bank account identified above for:

- the Fixed Amount of **\$162.80** for **348 Sixth Ave, Sault Ste Marie ON P6C 4L1** (Ref: MACC-473369 348 Sixth Ave HML CD)
- Occurring at set intervals of **Monthly**
- With the first payment commencing July 05, 2023 and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:



Name: Multiville Inc. Ryan Molony
Signing Officers

2023-06-14

Date: _____

Signature of Joint Account Holder (if applicable)



2023-06-14

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

CRM CAB

Borrowers Initials


CD

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: The Pink Flamingo Inc. (the "Borrowers") with personal guarantor(s) Aruba Butt (the "Borrowers")

Lenders: Atje Otten (the "Lenders")

- 1. Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$75,000.00** CAD which was originally advanced on October 17, 2022.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$75,000.00 CAD. The term is 6 Month Term fully open from October 17, 2023. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$1,062.50 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via e-transfer to payments@thewindrosegroupp.ca.
- A lender renewal fee of \$500 is now due and must be made via: Sending the fee to payments@thewindrosegroupp.ca within 30 days so that it can be recorded and forwarded directly to the lender.
- A consulting and administration fee of \$750.00 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- Principle owing at the end of the term will be \$75,000.00 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before April 17, 2024, or the sale of 687 Cambrian Heights Drive, Sudbury ON P3C 5C3 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the



Borrowers Initials



Lenders Initials

principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on April 17, 2024. This includes, but is not limited to, the property located at 687 Cambrian Heights Drive, Sudbury ON P3C 5C3, Canada.

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is

Borrowers Initials

Lenders Initials

made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-12-02

Date: (dd/mm/yyyy).


SIGNED, SEALED, AND DELIVERED

2023-12-01

Date: (dd/mm/yyyy).

 Aruba Butt

The Pink Flamingo Inc.(Borrowers)

 Aruba Butt

Aruba Butt (Borrowers/Guarantors)

 Atje Otten

Atje Otten (Lenders)

 AB

Borrowers Initials

 AO

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: Multiville Inc. (the "Borrowers") with personal guarantor(s) Ryan Molony and Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc (the "Lenders")

- 1. Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$76,796.45** CAD which was due for renewal on May 10, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$76,796.45 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$1,087.95 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
- A consulting and administration fee of \$767.96 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document.
- Principle amount of **\$76,796.45** is made up of the following:
 - \$74,174.83 renewal amount
 - \$2,101.62 = 2x deferred payments of \$1,050.81
 - \$500.00 = 2x deferred admin fee of \$250 (reduced from \$500)
 - \$20.00 = bank fees incurred at original funding
- Principle owing at the end of the term will be \$76,796.45 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before November 10, 2023, or the sale of 18 Rand Ave W, Kirkland Lake ON P2N 2S8 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the

 CRM

 CRM AB CD

principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on November 10, 2023. This includes, but is not limited to, the property located at 18 Rand Ave W, Kirkland Lake ON P2N 2S8, Canada.

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is

Handwritten initials of the Borrowers and Lenders. The Borrowers' initials are 'RMA' and the Lenders' initials are 'CD'. Each set of initials is enclosed in a hand-drawn oval.

made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-07-17

Date: (dd/mm/yyyy).

 Ryan Molony

Multiville Inc.(Borrowers)

(Borrowers)

 Ryan Molony

Ryan Molony (Borrowers/Guarantors)

 Aruba Butt

(Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-07-17

Date: (dd/mm/yyyy).

 Claire Drage

The Lion's Share Group Inc (Lenders)

 RM  AB  CD

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelton ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): Multiville Inc. - Ryan Molony - Aruba Butt

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.



Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$1,087.95** for **18 Rand Ave W, Kirkland Lake ON P2N 2S8** (Ref: MACC-468450 18 Rand HML CD Renewal)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **June 10, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:



Signature of Joint Account Holder (if applicable)



Name: Multiville Inc.

Ryan Molony

Signing Officers

2023-07-17

2023-07-17

Date: _____

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to



receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

The image shows handwritten initials in black ink. The initials 'RM' and 'AB' are written together and enclosed in a single black oval. To the right, the initials 'CD' are written and enclosed in a separate black oval. Each letter has a small red circle above it, possibly indicating a specific part of the initials or a signature mark.


Borrowers Initials

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: Multiville Inc. (the "Borrowers") with personal guarantor(s) Ryan Molony and Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

- Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$18,728.29** CAD which was due for renewal on October 8, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$18,728.29 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$265.32 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
- A consulting and administration fee of \$250.00 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- Principle amount of **\$18,728.29** is made up of the following:
 - \$15,733.59 renewal amount
 - \$1,337.36 = 6x deferred payments of \$222.89
 - \$1,500.00 = 6x deferred admin fee of \$250 (reduced from \$500, may be reimbursed if paid out on or before maturity)
 - \$157.34 = consulting and administration fee outstanding from previous renewal
- Principle owing at the end of the term will be \$18,728.29 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before April 08, 2024, or the sale of 18 Rand Ave W, Kirkland Lake ON P2N 2S8 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in



enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on April 08, 2024. This includes, but is not limited to, the property located at 18 Rand Ave W, Kirkland Lake ON P2N 2S8, Canada.

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the

Handwritten initials of the Borrowers and Lenders. The Borrowers' initials are 'RM' and the Lenders' initials are 'CD'. Each set of initials is enclosed in a hand-drawn oval.

term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-12-14

Date: (dd/mm/yyyy).

 Ryan Molony

Multiville Inc.(Borrowers)

(Borrowers)

 Ryan Molony

Ryan Molony (Borrowers/Guarantors)

 Aruba Butt

Aruba Butt (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-12-13

Date: (dd/mm/yyyy).

 Claire Drage

The Lion's Share Group Inc. (Lenders)



\PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelon ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**


Name(s): Multiville Inc. - Ryan Molony - Aruba Butt

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.



Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:


- the Fixed Amount of **\$265.32** for **18 Rand Ave W, Kirkland Lake ON P2N 2S8** (Ref: MACC-468450 Rand HML SF + CS RENEWAL #4)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **November 08, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:



Signature of Joint Account Holder (if applicable)



Name: Multiville Inc. Ryan Molony

Signing Officers

2023-12-14

2023-12-12

Date: _____

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to



receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca


The image shows handwritten initials in black ink. The initials 'RM' and 'AB' are written together and enclosed in a single oval. The initials 'CD' are written to the right and enclosed in a separate oval. Each letter has a small red circle above it.

Borrowers Initials Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: The Pink Flamingo Inc. (the "Borrowers") with personal guarantor(s) Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

- Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$38,939.03** CAD which was due for renewal on July 23, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$38,939.03 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding annually from advance date by the Lenders with no payments required during the term. An approximate amount of \$551.64 in interest will accrue each month which is payable at the end of the term or on full repayment, whichever is soonest.
- A consulting and administration fee of \$389.39 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authored Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- Principle amount of **\$38,939.03** is made up of the following:
 - \$34,204.19 renewal amount
 - \$2,422.80 = 5x deferred payments of \$484.56
 - \$1,250.00 = 5x deferred admin fee of \$250 (reduced from \$500)
 - \$720.00 = 4x missed payments of \$180.00 from original term
 - \$342.04 = consulting and administration fee outstanding from previous renewal
- Principle owing at the end of the term will be \$38,939.03 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before January 23, 2024, or the sale of 46 Charles Street, Timmins ON P4N 5C3 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in



Borrowers Initials



Lenders Initials

enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on January 23, 2024. This includes, but is not limited to, the property located at 46 Charles Street, Timmins ON P4N 5C3, Canada.

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the



Borrowers Initials



Lenders Initials

term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-12-07

Date: (dd/mm/yyyy).

 Aruba Butt

The Pink Flamingo Inc.(Borrowers)

(Borrowers)

 Aruba Butt

Aruba Butt (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-12-06

Date: (dd/mm/yyyy).

 Claire Drage

The Lion's Share Group Inc. (Lenders)

 AB

Borrowers Initials


 CD

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: The Pink Flamingo Inc. (the "Borrowers") with personal guarantor(s) Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

- Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$86,641.42** CAD which was due for renewal on July 22, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$86,641.42 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding annually from advance date by the Lenders with no payments required during the term. An approximate amount of \$1,227.42 in interest will accrue each month which is payable at the end of the term or on full repayment, whichever is soonest.
- A consulting and administration fee of \$866.41 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- Principle amount of **\$86,641.42** is made up of the following:
 - \$78,292.96 renewal amount
 - \$5,545.75 = 5x deferred payments of \$1,109.15
 - \$1,250.00 = 5x deferred admin fee of \$250 (reduced from \$500)
 - \$1,552.71 = consulting and administration fee outstanding from previous two renewals
- Principle owing at the end of the term will be \$86,641.42 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before January 22, 2024, or the sale of 342 Donovan Street, Sudbury ON P3C 2Z5 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in



Borrowers Initials



Lenders Initials

enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on January 22, 2024. This includes, but is not limited to, the property located at 342 Donovan Street, Sudbury ON P3C 2Z5, Canada.

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the



Borrowers Initials



Lenders Initials

term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-12-07

Date: (dd/mm/yyyy).

 Aruba Butt

The Pink Flamingo Inc.(Borrowers)

(Borrowers)

 Aruba Butt

Aruba Butt (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-12-06

Date: (dd/mm/yyyy).

 Claire Drage

The Lion's Share Group Inc. (Lenders)

 AB

Borrowers Initials


 CD

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: The Pink Flamingo Inc. (the "Borrowers") with personal guarantor(s) Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

- 1. Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$15,559.81** CAD which was due for renewal on July 19, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$15,559.81 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding annually from advance date by the Lenders with no payments required during the term. An approximate amount of \$220.43 in interest will accrue each month which is payable at the end of the term or on full repayment, whichever is soonest.
- A consulting and administration fee of \$250.00 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authored Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- Principle amount of **\$15,559.81** is made up of the following:
 - \$13,649.82 renewal amount
 - \$773.49 = 4x deferred payments of \$193.37
 - \$1,000.00 = 4x deferred admin fee of \$250 (reduced from \$500)
 - \$136.50 = consulting and administration fee outstanding from previous renewal
- Principle owing at the end of the term will be \$15,559.81 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before January 19, 2024, or the sale of 687 Cambrian Heights Drive, Sudbury ON P3C 5C3 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the



Borrowers Initials



Lenders Initials

principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on January 19, 2024. This includes, but is not limited to, the property located at 687 Cambrian Heights Drive, Sudbury ON P3C 5C3, Canada.

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is



Borrowers Initials



Lenders Initials

made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-12-07

Date: (dd/mm/yyyy).

 Aruba Butt

The Pink Flamingo Inc.(Borrowers)

(Borrowers)

 Aruba Butt

Aruba Butt (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-12-07

Date: (dd/mm/yyyy).

 Claire Drage

The Lion's Share Group Inc. (Lenders)

 AB

Borrowers Initials


 CD

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: The Pink Flamingo Inc. (the "Borrowers") with personal guarantor(s) Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc (the "Lenders")

- Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$13,405.01** CAD which was due for renewal on September 26, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$13,405.01 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$189.90 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
- A consulting and administration fee of \$134.05 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- Principle amount of **\$13,991.37** is made up of the following:
 - \$11,136.71 renewal amount
 - \$946.62 = 6x deferred payments of \$157.77
 - \$1,500.00 = 6x deferred admin fee of \$250 (reduced from \$500)
 - \$3.50 = 1x partial missed payment of \$3.50 from previous term
 - 111.36 = consulting and administration fee outstanding from previous renewal
 - \$293.18 = reimbursement of 2x missed payments added to previous renewal in error
- Principle owing at the end of the term will be \$13,405.01 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before March 26, 2024, or the sale of 10 Stull Street, Capreol ON P0M 1H0 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees



Borrowers Initials



Lenders Initials

and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on March 26, 2024. This includes, but is not limited to, the property located at 10 Stull Street, Capreol ON P0M 1H0, Canada. **The Borrower(s) and guarantor(s) hereby grants the Lender the right to, and acknowledges the Lender has the right to, register an interest in the land or lands owned by the Borrower, pursuant to s. 71 of the Land Titles Act, RSO 1990, c L.5.**

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and



Borrowers Initials



Lenders Initials

approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).

- b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)
- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-11-27

Date: (dd/mm/yyyy).

 Aruba Butt

The Pink Flamingo Inc.(Borrowers)

(Borrowers)

 Aruba Butt

Aruba Butt (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-10-23

Date: (dd/mm/yyyy).

 Claire Drage

The Lion's Share Group Inc (Lenders)

 AB

Borrowers Initials

 CD

Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelon ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): The Pink Flamingo Inc. - Aruba Butt -

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.



Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$189.90** for **10 Stull Street, Capreol ON P0M 1H0** (Ref: MACC-467696 10 Stull HML CS RENEWAL #4)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **October 26, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:



Signature of Joint Account Holder (if applicable)

Name: The Pink Flamingo Inc.

Aruba Butt

Signing Officers

2023-11-27

Date: _____

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to



Borrowers Initials



Lenders Initials

receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

A signature line for borrowers, consisting of a horizontal line with a red circle containing the letter 'C' at the left end. The letters 'AB' are written in a cursive script above the line.

Borrowers Initials


A signature line for lenders, consisting of a horizontal line with a red circle containing the letter 'C' at the left end. The letters 'CD' are written in a cursive script above the line.

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: The Mulligan Inc. (the "Borrowers") with personal guarantor(s) Dylan Suitor and Ryan Molony (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

- Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$35,656.42** CAD which was due for renewal on August 24, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$35,656.42 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$505.13 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
- A consulting and administration fee of \$356.56 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- Principle amount of **\$35,656.42** is made up of the following:
 - \$32,562.94 renewal amount
 - \$2,767.85 = accrued interest from February 24, 2023 to August 24, 2023
 - \$325.63 = consulting and administration fee outstanding from previous renewal
- Principle owing at the end of the term will be \$35,656.42 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before February 24, 2024, or the sale of 257 Ratter Lake Road, Markstay ON P0M 2G0 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of



the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on February 24, 2024. This includes, but is not limited to, the property located at 257 Ratter Lake Road, Markstay ON P0M 2G0, Canada.

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating

The image shows handwritten initials in black ink. On the left, the initials 'DS' are written. On the right, the initials 'RM' and 'CD' are written. Each set of initials is enclosed in a hand-drawn oval. There are also small red circles above each letter of the initials.

interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-09-07

Date: (dd/mm/yyyy).

Dylan Suitor

The Mulligan Inc.(Borrowers)

(Borrowers)

Dylan Suitor

Dylan Suitor (Borrowers/Guarantors)

Ryan Malony

(Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-09-07

Date: (dd/mm/yyyy).

Claire Drage

The Lion's Share Group Inc. (Lenders)

DS RM CD

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelon ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): The Mulligan Inc. - Dylan Suitor - Ryan Molony

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.

Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$505.13** for **257 Ratter Lake Road, Markstay ON P0M 2G0** (Ref: MACC-459605 Ratter CS Renewal #4)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **September 24, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:

Signature of Joint Account Holder (if applicable)

Name: The Mulligan Inc. Dylan Suitor

Signing Officers

2023-09-07

2023-09-07

Date: _____

Date: _____

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

The image shows handwritten initials in black ink. On the left, the letters 'DS' are written in a cursive style, with a red circle above the 'D' and another red circle above the 'S'. These two circles are connected by a horizontal line, and the entire 'DS' group is enclosed within a larger, hand-drawn oval. On the right, the letters 'CD' are written in a similar cursive style, with a red circle above the 'C' and another red circle above the 'D'. These two circles are also connected by a horizontal line, and the entire 'CD' group is enclosed within a larger, hand-drawn oval.


Borrowers Initials

Lenders Initials

PROMISSORY NOTE RENEWAL

Borrowers: The Pink Flamingo Inc. (the "Borrowers") with personal guarantor(s) Aruba Butt (the "Borrowers")

Lenders: The Lion's Share Group Inc. (the "Lenders")

- Principle Amount Renewed:** The Lender hereby agrees to renew the previous promissory note loan with a principal amount of **\$93,606.01** CAD which was due for renewal on August 16, 2023.
- FOR VALUE RECEIVED, The Borrowers promise to pay to the Lenders at such address as may be provided in writing to the Borrowers, the principle sum of \$93,606.01 CAD. The term is 6 Month Term fully open. The Initial Interest Rate charged for the term will be 17% per annum compounding monthly with monthly payments of \$1,326.09 interest only. Monthly payments will commence one month from advance date by the Lenders. Monthly payments must be made via Pre-Authorized Debit Form included in this Agreement.
- A consulting and administration fee of \$936.06 is payable by the Borrower to Claire Drage for the preparation and administration of this renewal and is **payable now**. This fee will be collected via a one-time Pre-Authorised Debit under the previously signed **Blanket Pad Form for Broker/Admin Fees** on signing of this document. 
- Principle amount of **\$93,606.01** is made up of the following:
 - \$84,115.08 renewal amount
 - \$7,149.78 = 6x deferred payments of \$1,191.63
 - \$1,500.00 = 6x deferred admin fee of \$250 (reduced from \$500)
 - \$841.15 = consulting and administration fee outstanding from previous renewal
- Principle owing at the end of the term will be \$93,606.01 plus any accrued interest, if applicable, and any applicable fees as outlined in this agreement.
- This Note will be repaid in full on or before February 16, 2024, or the sale of 5 Picard Street, Sudbury ON P3B 1K7 whichever is soonest. The Lenders and Borrowers may agree to a further 30 or 60 day extension under the same terms, subject to approval specifically by the Lenders. The Borrowers are aware that they are fully responsible for contacting the Lenders representative (Claire Drage) in writing to request such an extension with an explanation.
- At any time while not in default under this Note, the Borrowers may pay the outstanding balance then owing under this Note to the Lenders without further bonus or penalty.
- Notwithstanding anything to the contrary in this Note, if the Borrowers default in the performance of any obligation under this Note, then the Lenders may declare the principle amount owing and interest due under this Note at that time to be immediately due and payable.
- All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the



Borrowers Initials



Lenders Initials

principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the 'Security'), if not paid in full by 6:00pm on February 16, 2024. This includes, but is not limited to, the property located at 5 Picard Street, Sudbury ON P3B 1K7, Canada.

10. **Renewal/End of Term:** The Borrowers are aware that this note loan is due and payable at the end of the term; this is based on the date outlined. A renewal or extension of the term is not guaranteed and automatically forthcoming. The Lenders may, at their discretion and subject to a written request being received through their representative within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
11. **Repayment at end of Term:** The Borrowers are aware that should a renewal request not be received in writing by the Lenders representative, and an approval agreed upon and granted by the Lenders before the end of the term, that this note loan is due and payable immediately. The interest rate to be charged and payable by the Borrowers after the end of the term, will be 3% higher than the Initial Interest Rate charged – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will also be applied to the balance owing until full repayment is made. Non-repayment of this note loan at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.
12. If any term, covenant, condition or provision of this Note is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by that Court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
13. This Note will be construed in accordance with and governed by the laws of the Province of **Ontario**.
14. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrowers and the Lenders.
15. The Borrowers hereby waive presentment for payment, notice of non-payment, protest and notice of protest.
16. **Fee Schedule:**
 - a) **Payment Date Change Requests:** Requests for any changes in the Borrowers payment date after funding, must be submitted in writing to their representative and approved by the Lenders. If the date change can be accommodated and approved, fees may apply - **\$125** (\$75 Lenders Fee & \$50 Administration Fee).
 - b) **Missed Payment Fee (if applicable):** Payable for each missed, late installment and for processing each NSF cheque or other returned payment due and payable during the term as outlined in this agreement. Any payment including final payout of the note that is

Borrowers Initials

Lenders Initials

made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$500** (\$250 Lenders Fee & \$250 Administration Fee)

- c) **Default Proceedings:** for each action or proceeding instituted - \$2,500.00 excluding legal fees
- d) **Renewal of Note Loan:** At the discretion of the Lenders to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest and fees charged may be increased. All applicable Lenders fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Borrowers and to be determined on renewal.
- e) **Discharge Statements:** One discharge statement can be requested at no charge at any time during the term of the note loan. Any additional statements that are requested - **\$200.00**
- f) **Demand Letter in Default:** \$350.00 plus Lenders legal fees estimated to be \$500.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

SIGNED, SEALED, AND DELIVERED

2023-11-28

Date: (dd/mm/yyyy).

 Aruba Butt

The Pink Flamingo Inc.(Borrowers)

(Borrowers)

 Aruba Butt

Aruba Butt (Borrowers/Guarantors)

SIGNED, SEALED, AND DELIVERED

2023-11-28

Date: (dd/mm/yyyy).

 Claire Drage

The Lion's Share Group Inc. (Lenders)

 AB

Borrowers Initials

 CD

Lenders Initials

PRE AUTHORIZED PAYMENT AGREEMENT

The Lion's Share Group Inc.

Tel: 289-800-9620 accounts@lionssharegroup.com 16 Noble Kirk Drive, Freelon ON L8B 0Z2

1. **Category:** Personal: Business:

2. **Customer Information (please print clearly):**

Name(s): The Pink Flamingo Inc. - Aruba Butt -

Mailing Address: Personal: as per ID and for Business as per Articles of Incorporation and/or void cheque on file

3. **Customer Bank Account Information**

As per Void Cheque on file for this borrower/corporation.

I acknowledge that a Void Cheque has been provided (via email) that matches the borrowers names (or will be sent immediately to accounts@lionssharegroup.com) for the specific account funds are to be deducted from.



Chequing Account: Savings Account:

4. **Pre-Authorized Debit (PAD) Details**

You, the Payor, authorize **The Lion's Share Group Inc (Payee)**, to debit the bank account identified above for:

- the Fixed Amount of **\$1,326.09** for **5 Picard Street, Sudbury ON P3B 1K7** (Ref: MACC-456148 Picard SF + CS REN #3)
- Occurring at set intervals of **Monthly**
- With the first payment commencing **September 16, 2023** and continuing until end of Loan or Mortgage Agreement Term or Payout, or if written notice is provided along with alternative payment arrangements, whichever is soonest.

You, the Payor, may revoke your authorization at any time, subject to providing notice of 30 days and adhering to the terms and conditions of your Loan or Mortgage Agreement with the Payee. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca

Signature of Account Holder:



Signature of Joint Account Holder (if applicable)

Name: The Pink Flamingo Inc.

Aruba Butt

Signing Officers

2023-11-28

Date: _____

Date: _____



Borrowers Initials



Lenders Initials

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

A signature line for borrowers, consisting of a red circle containing the letter 'C', followed by the handwritten initials 'AB' in black ink, all enclosed within a black oval. A horizontal line is drawn below the initials.

Borrowers Initials

A signature line for lenders, consisting of a red circle containing the letter 'C', followed by the handwritten initials 'CD' in black ink, all enclosed within a black oval. A horizontal line is drawn below the initials.

Lenders Initials

TAB N

THIS IS **EXHIBIT "N"** REFERRED TO IN THE AFFIDAVIT
OF ROBERT CLARK, SWORN BEFORE ME
THIS 23RD DAY OF JANUARY, 2024.

Joshua Foster

JOSHUA FOSTER

A Commissioner for taking Affidavits
(or as may be)

Court File No.: _____

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

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE INC.

Applicants

CONSENT OF THE PROPOSED MONITOR

KSV Restructuring Inc. hereby consents to act as the Court-appointed monitor of Balboa Inc., DSPLN Inc., Happy Gilmore Inc., Interlude Inc., Multiville Inc., The Pink Flamingo Inc., Hometown Housing Inc., The Mulligan Inc., Horses In The Back Inc., Neat Nests Inc. and Joint Captain Real Estate Inc. (collectively, the "**Applicants**"), pursuant to the terms of the initial order contained in the Applicants' Application Record and the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, in respect of these proceedings.

Dated: January 19, 2024

KSV RESTRUCTURING INC.

Per:



Name: Noah Goldstein
Title: Managing Director

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985,
c. C-36, AS AMENDED**

Court File No.: CV-24-00713245-00CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE
INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN
INC., HORSES IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL
ESTATE INC.**

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

Proceeding commenced at Toronto

**AFFIDAVIT OF ROBERT CLARK
(Sworn January 23, 2024)**

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Lawyers for the Applicants

TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) TUESDAY, THE 23RD
)
JUSTICE KIMMEL) DAY OF JANRUARY, 2024
)

IN THE MATTER OF THE *COMPANIES' CREDITORS*
***ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY
GILMORE INC., INTERLUDE INC., MULTIVILLE INC.,
THE PINK FLAMINGO INC., HOMETOWN HOUSING
INC., THE MULLIGAN INC., HORSES IN THE BACK INC.,
NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE
INC. (collectively the "Applicants", and each an "Applicant")

INITIAL ORDER

THIS APPLICATION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day by judicial videoconference via Zoom.

ON READING the affidavit of Robert Clark sworn January 23, 2024 and the Exhibits thereto, and the Pre-Filing Report of KSV Restructuring Inc. ("**KSV**") as the proposed monitor dated January 23, 2024, and on being advised that the secured creditors who are likely to be affected by the charge created herein were given notice, and on hearing the submissions of counsel to the Applicants, counsel to KSV, the proposed Lender Representative Counsel (as defined below), and such other counsel that were present, and on reading the consent of KSV to act as the monitor (in such capacity, the "**Monitor**"),

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.

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that each of the Applicants is a company to which the CCAA applies.

POSSESSION OF PROPERTY AND OPERATIONS

3. **THIS COURT ORDERS** that the Applicants shall remain in possession and control of their respective current and future assets, licences, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and the Property. The Applicants are authorized and empowered to continue to retain and employ the employees, consultants, contractors, agents, experts, accountants, counsel and such other persons (collectively, "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

4. **THIS COURT ORDERS** that the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to, on, or after the date of this Order:

- (a) all outstanding and future wages, salaries, commissions, employee and pension benefits (including, without limitation, employee medical, dental, vision, insurance and similar benefit plans or arrangements), vacation pay and employee expenses payable prior to, on, or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements, and all other payroll and benefits processing and servicing expenses; and

- (b) the fees and disbursements of any Assistants retained or employed by any of the Applicants in respect of these proceedings, at their standard rates and charges.

5. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after the date of this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied or to be supplied to any of the Applicants on or following the date of this Order.

6. **THIS COURT ORDERS** that the Applicants shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes;
- (b) all goods and services taxes, harmonized sales taxes or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by any of the Applicants in connection with the sale of goods and services by any of the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of

municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by any of the Applicants.

7. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court: (i) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of this date; (ii) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of the Property; and (iii) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

8. **THIS COURT ORDERS** that each of the Applicants shall, subject to such requirements as are imposed by the CCAA, have the right to:

- (a) dispose of redundant or non-material assets not exceeding \$50,000 in any one transaction or \$100,000 in the aggregate; and
- (b) pursue all avenues of refinancing, restructuring, selling or reorganizing its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing, restructuring, sale or reorganization,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business.

NO PROCEEDINGS AGAINST THE APPLICANTS, THE BUSINESS OR THE PROPERTY

9. **THIS COURT ORDERS** that until and including February 2, 2024, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**", and collectively, "**Proceedings**") shall be commenced or continued against or in respect of any of the Applicants or the Monitor, or their respective

employees, advisors, counsel and other representatives acting in such capacities, or affecting the Business or the Property, except with the prior written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Applicants, or their respective employees, advisors, counsel and other representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended pending further Order of this Court or the prior written consent of the Applicants and the Monitor.

10. **THIS COURT ORDERS** that during the Stay Period, no Proceeding shall be commenced or continued against or in respect of Aruba Butt, Dylan Suitor and/or Ryan Molony (collectively, the "**Additional Stay Parties**"), or against or in respect of any of the Additional Stay Parties' current or future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, and including all proceeds thereof (collectively, the "**Additional Stay Parties' Property**") with respect to any guarantee, contribution or indemnity obligation, liability or claim in respect of or that relates to any agreement involving any of the Applicants or the obligations, liabilities and claims of and against any of the Applicants (collectively, the "**Related Claims**"), except with the prior written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Additional Stay Parties or the Additional Stay Parties' Property in respect of the Related Claims are hereby stayed and suspended pending further Order of this Court or the prior written consent of the Applicants and the Monitor.

NO EXERCISE OF RIGHTS OR REMEDIES

11. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, organization, governmental unit, body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of any of the Applicants or the Monitor, or their respective employees, advisors and other representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the prior written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall: (i) empower any Applicant to carry on any business which such Applicant is not lawfully entitled to carry on; (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by

section 11.1 of the CCAA; (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 RIGHTS

12. **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence, authorization or permit in favour of or held by any of the Applicants, except with the prior written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

13. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements or arrangements with any of the Applicants or statutory or regulatory mandates for the supply or license of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, cash management services, payroll and benefit services, accounting services, temporary labour and staffing services, warehouse and logistics services, security services, insurance, transportation services, maintenance services, construction services, utility or other services to the Business or any of the Applicants, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply or license of such goods or services as may be required by any of the Applicants or exercising any other remedy provided under the agreements or arrangements, and that each of the Applicants shall be entitled to the continued use of its current premises, 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 applicable Applicant in accordance with the normal payment practices of the applicable Applicant or such other practices as may be agreed upon by the supplier or service provider and the applicable Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

14. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or

licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to any of the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

APPOINTMENT OF LENDER REPRESENTATIVE COUNSEL

15. **THIS COURT ORDERS** that Chaitons LLP (the "**Lender Representative Counsel**") is hereby appointed as representative counsel for all of the secured and unsecured lenders of the Applicants (collectively, the "**Lenders**"), including, without limitation, all of the Lenders that have RRSPs or other registered accounts administered by Olympia Trust Company, in these proceedings, any proceeding under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") or in any other proceeding respecting the insolvency of the Applicants that may be brought before this Court (collectively, the "**Insolvency Proceedings**"), for any issues affecting the Lenders in the Insolvency Proceedings, including, without limitation, with respect to the settlement or compromise of any rights, entitlements or claims of the Lenders.

16. **THIS COURT ORDERS** that the Lender Representative Counsel shall be entitled but not required to commence the process of identifying no more than six (6) Lenders to be nominated as Court-appointed representatives (collectively, the "**Lender Representatives**") as soon as practicable following the date hereof. The Lender Representatives, if and once appointed, shall represent the Lenders other than any Opt-Out Lender (as defined below), if any, in the Insolvency Proceedings and advise, and where appropriate instruct, the Lender Representative Counsel, including, without limitation, for the purpose of settling or compromising claims of the Lenders in the Insolvency Proceedings. The Lender Representative Counsel may rely upon the advice, information and instructions received from the Lender Representatives, if any, in carrying out its mandate without further communications or instructions from the Lenders, except as may be recommended by the Lender Representative Counsel or ordered by this Court.

17. **THIS COURT ORDERS** that, with the exception of any Opt-Out Lender, (i) the Lender Representative Counsel and the Lender Representatives, if any, shall represent all of the Lenders in the Insolvency Proceedings, and (ii) the Lenders shall be bound by the actions of the Lender Representative Counsel and the Lender Representatives, if any, in the Insolvency Proceedings.

18. **THIS COURT ORDERS** that, subject to confidentiality arrangements acceptable to the Applicants and the Monitor, the Applicants, The Windrose Group Inc. and Lift Capital Incorporated shall provide the following information to the Lender Representative Counsel (collectively, the "**Lender Information**"), in each case, without charge: (i) the names, last known address, last known email addresses (if any) and entitlements of all of the Lenders (excluding any Opt-Out Lender that has delivered an Opt-Out Notice (as defined below) prior to the delivery of the Information), in each case, to the extent in the possession or control of the Applicants, The Windrose Group Inc. and/or Lift Capital Incorporated, to be used solely for the purposes of the Insolvency Proceedings; and (ii) upon request of the Lender Representative Counsel, such documents and data as may be reasonably relevant to the issues affecting the Lenders in the Insolvency Proceedings, to the extent in the possession or control of the Applicants, The Windrose Group Inc. and/or Lift Capital Incorporated. In providing the Lender Information, these parties are not required to obtain the express consent of any Lender authorizing the disclosure of the Lender Information to the Lender Representative Counsel for the purposes of the Insolvency Proceedings, and further, in accordance with clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, each of these parties is authorized and permitted to disclose the Lender Information to the Lender Representative Counsel for the purposes of the Insolvency Proceedings, without the knowledge or consent of the Lenders.

19. **THIS COURT ORDERS** that notice of the appointment of Lender Representative Counsel shall be provided by: (i) the Lender Representative Counsel sending a letter to the Lenders at the addresses provided pursuant to paragraph 18 of this Order, advising of such appointment as soon as practicable following the date hereof; (ii) the inclusion of the details of such appointment in the CCAA Notice (as defined below); and (iii) the posting of notice of such appointment on the Monitor's Website (as defined below).

20. **THIS COURT ORDERS** that any Lender who does not wish to be represented by the Lender Representative Counsel and the Lender Representatives, if any, in the Insolvency Proceedings shall, within thirty (30) days of the date hereof, notify the Monitor and the Lender Representative Counsel in writing that such Lender is opting out of representation by the Lender Representative Counsel and the Lender Representatives, if any, by delivering to the Monitor and the Lender Representative Counsel an opt-out notice in the form attached as Schedule "A" hereto

(each, an "**Opt-Out Notice**"), and shall thereafter not be bound by the actions of the Lender Representative Counsel or the Lender Representatives, if any, and shall represent itself or themselves, as the case may be, or be represented by any counsel that such Lender may retain at its or their, as the case may be, sole expense (each such Lender that delivers an Opt-Out Notice in compliance with the terms of this paragraph, an "**Opt-Out Lender**"). The Monitor shall deliver copies of all Opt-Out Notices received to the Applicants as soon as reasonably practicable.

21. **THIS COURT ORDERS** that all reasonable and documented fees and disbursements as may have been incurred by the Lender Representative Counsel prior to the date of this Order or which shall be incurred by the Lender Representative Counsel shall be paid by the Applicants on a bi-weekly basis, forthwith upon the rendering of accounts to the Applicants. Any disagreement regarding such fees and disbursements may be remitted to this Court for determination.

22. **THIS COURT ORDERS** that no action or proceeding may be commenced against the Lender Representative Counsel or the Lender Representatives, if any, in such capacities and/or in respect of the performance of their duties under this Order, without leave of this Court on seven (7) days' notice to the Lender Representative Counsel or the Lender Representatives, as applicable, the Applicants and the Monitor.

23. **THIS COURT ORDERS** that the Lender Representative Counsel is authorized to take all steps and to do all acts necessary or desirable to carry out the terms of this Order, including dealing with any Court, regulatory body or government ministry, department or agency, and to take all such steps as are necessary or incidental thereto. The Lender Representative Counsel and the Lender Representatives, if any, shall have no liability as a result of their appointment or the fulfillment of their duties in carrying out the provisions of this Order save and except for any gross negligence or wilful misconduct on their part.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

24. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of any of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any

obligations of any of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

APPOINTMENT OF MONITOR

25. **THIS COURT ORDERS** that KSV is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by any of the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

26. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) advise the Applicants in their preparation of the Applicants' cash flow statements;
- (d) monitor all payments, obligations and transfers as between the Applicants;
- (e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess the Business and financial affairs or to perform its duties arising under this Order;

- (f) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (g) perform such other duties as are required by this Order or by this Court from time to time.

27. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or the Property, or any part thereof.

28. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor 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 (collectively, "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor'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.

29. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Applicants with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is

confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

30. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the CCAA or as an officer of this Court, neither the Monitor nor its employees, advisors and other representatives acting in such capacities shall incur any liability or obligation as a result of the Monitor's appointment or the carrying out by it of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded to the Monitor by the CCAA or any applicable legislation.

31. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicants in these proceedings shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on or subsequent to the date of this Order, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel to the Monitor and counsel to the Applicants in these proceedings on a bi-weekly basis or pursuant to such other arrangements agreed to between the Applicants and such parties and, in addition, the Monitor, and counsel to the Applicants are hereby authorized to maintain their respective retainers, if any, provided by the Applicants prior to the commencement of these proceedings, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

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

33. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, the Applicants' counsel and the Lender Representative Counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$750,000, unless permitted by further Order of this Court, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order. The Administration Charge shall have the priority set out in paragraph 35 hereof.

VALIDITY AND PRIORITY OF THE CHARGE CREATED BY THIS ORDER

34. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge shall not be required, and that the Administration Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

35. **THIS COURT ORDERS** that the Administration Charge (as constituted and defined herein) shall constitute a charge on the Property and such Administration Charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person notwithstanding the order of perfection or attachment; provided that the Administration Charge shall rank behind Encumbrances in favour of any Persons that have not been served with notice of the application for this Order. The Applicants and the beneficiaries of the Administration Charge shall be entitled to seek priority of the Administration Charge ahead of such Encumbrances on a subsequent motion including, without limitation, at the Comeback Hearing (as defined below), on notice to those Persons likely to be affected thereby.

36. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any of the Property that rank in priority to, or *pari passu* with, the Administration Charge, unless the Applicants also obtain the prior written consent of the Monitor and the beneficiaries of the Administration Charge, or further Order of this Court.

37. **THIS COURT ORDERS** that the Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Administration Charge (collectively, the "**Chargees**") thereunder shall not otherwise be limited or impaired in any way by: (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained

in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds any of the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Administration Charge shall not create or be deemed to constitute a breach by any of the Applicants of any Agreement to which any Applicant is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Administration Charge; and
- (c) the payments made by the Applicants pursuant to this Order and the granting of the Administration Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

38. **THIS COURT ORDERS** that the Administration Charge created by this Order over leases of real property in Canada shall only be a charge in the applicable Applicant's interest in such real property lease.

SERVICE AND NOTICE

39. **THIS COURT ORDERS** that the Monitor shall: (i) without delay, publish in the *Globe and Mail (National Edition)*, a notice containing the information prescribed under the CCAA (the "**CCAA Notice**"); and (ii) within ten (10) days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against any of the Applicants of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with subsection 23(1)(a) of the CCAA and the regulations made thereunder, provided that the Monitor shall not make the claims, names and addresses of the individuals who are creditors publicly available.

40. **THIS COURT ORDERS** that The Guide Concerning Commercial List E-Service (the "Guide") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at: <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended (the "**Rules of Civil Procedure**"). Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL: <https://www.ksvadvisory.com/experience/case/sid> (the "**Monitor's Website**").

41. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide or the CCAA and the regulations thereunder is not practicable, the Applicants, the Monitor, and their respective counsel and agents are 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 or other electronic transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown in the books and records of the Applicants and that any such service, distribution or notice shall be deemed to be received: (i) if sent by courier, on the next business day following the date of forwarding thereof; (ii) if delivered by personal delivery or facsimile or other electronic transmission, on the day so delivered; and (iii) if sent by ordinary mail, on the third business day after mailing.

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

COMEBACK HEARING

43. **THIS COURT ORDERS** that the comeback motion in these proceedings shall be heard on January 31, 2024 at 9:30 a.m. (Eastern Time) (the "**Comeback Hearing**").

GENERAL

44. **THIS COURT ORDERS** that any interested party (including the Applicants) may apply to this Court to amend or vary this Order at the Comeback Hearing on not less than two (2) business days' notice to the service list in these proceedings and any other Persons likely to be affected by the Order sought; provided, however, that the Chargees shall be entitled to rely on this Order as granted and on the Administration Charge and priorities set forth in paragraph 35 hereof with respect to any fees, expenses and disbursements incurred, as applicable, until the date this Order may be amended, varied or stayed.

45. **THIS COURT ORDERS** that, notwithstanding paragraph 44 of this Order, each of the Applicants, the Monitor or the Lender Representative Counsel may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their powers and duties hereunder or in the interpretation of this Order.

46. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of any of the Applicants, the Business or the Property.

47. **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 Applicants, the Monitor and their respective 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

48. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and are 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 Monitor 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.

49. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.

SCHEDULE "A"
FORM OF OPT-OUT NOTICE

To: Chaitons LLP, in its capacity as Court-appointed Lender Representative Counsel
5000 Yonge Street, 10th Floor
North York, ON M2N 7E9
Attention: George Benchetrit
Email: george@chaitons.com

KSV Restructuring Inc., in its capacity as Court-appointed Monitor
220 Bay Street, 13th Floor
Toronto, ON M5J 2W4
Attention: Christian Vit
Email: cvit@ksvadvisory.com

with a copy to:

Bennett Jones LLP
Applicants' Counsel
3400 One First Canadian Place
Toronto, ON M5X 1A4
Attention: Joshua Foster
Email: fosterj@bennettjones.com

with a copy to:

Cassels Brock & Blackwell LLP
Monitor's Counsel
Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance Street
Toronto, ON M5H 0B4
Attention: Ryan Jacobs and Joseph Bellissimo
Email:
rjacobsj@cassels.com/jbellissimo@cassels.com

I, in my individual capacity or in my capacity as an authorized representative of the undersigned, as applicable (in either capacity, the "**Opt-Out Lender**"), hereby provide written notice that the Opt-Out Lender does not wish to be represented by Chaitons LLP, representative counsel (the "**Lender Representative Counsel**") for all of the secured and unsecured lenders of Balboa Inc., DSPLN Inc., Happy Gilmore Inc., Interlude Inc., Multiville Inc., The Pink Flamingo Inc., Hometown Housing Inc., The Mulligan Inc., Horses In The Back Inc., Neat Nests Inc. and Joint Captain Real Estate Inc. (collectively, the "**Applicants**") in any proceeding respecting the insolvency of the Applicants (the "**Insolvency Proceedings**"). By opting out of this representation, the Opt-Out Lender hereby acknowledges and understands that if it wishes to take part in the Insolvency Proceedings, then it must do so as an independent party. Further, the Opt-Out Lender hereby acknowledges and understands that it is responsible for its own legal representation or for retaining its own legal counsel should it choose to do so, and that it would be personally liable for the costs of its own legal representation.

The Opt-Out Lender hereby acknowledges and understands that a copy of this Opt-Out Notice will be provided to the Applicants.

Witness

Signature of Opt-Out Lender or its
authorized representative

Name of individual or authorized
representative of the Opt-Out Lender:

Name of Opt-Out Lender
(if not a natural person):

Address:

Telephone:

**TO OPT OUT, THIS FORM MUST BE COMPLETED AND RECEIVED AT THE
ABOVE ADDRESS ON OR BEFORE FEBRUARY 22, 2024.**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Court File No.: CV-24-00713245-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

INITIAL ORDER

BENNETT JONES LLP

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

Sean Zweig (LSO# 57307I)

Tel: (416) 777-6254

Email: zweigs@bennettjones.com

Joshua Foster (LSO# 79447K)

Tel: (416) 777-7906

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Thomas Gray (LSO# 82473H)

Tel: (416) 777-7924

Email: grayt@bennettjones.com

Lawyers for the Applicants

TAB 4

Revised: January 21, 2014

Court File No.: CV-24-00713245-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) ~~WEEKDAY~~TUESDAY, THE #23RD
)
JUSTICE —KIMMEL) DAY OF MONTHJANUARY,
) 20YR2024

**IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF ~~[APPLICANT'S NAME]~~ (BALBOA
INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE
INC., MULTIVILLE INC., THE PINK FLAMINGO INC.,
HOMETOWN HOUSING INC., THE MULLIGAN INC.,
HORSES IN THE BACK INC., NEAT NESTS INC. AND
JOINT CAPTAIN REAL ESTATE INC. (collectively the
"Applicants", and each an "Applicant")**

INITIAL ORDER

THIS APPLICATION, made by the ~~Applicant~~Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day ~~at 330 University Avenue, Toronto, Ontario~~by judicial videoconference via Zoom.

ON READING the affidavit of ~~[NAME]~~Robert Clark sworn ~~[DATE]~~January 23, 2024 and the Exhibits thereto, and the Pre-Filing Report of KSV Restructuring Inc. ("KSV") as the proposed monitor dated January 23, 2024, and on being advised that the secured creditors who are likely to be affected by the ~~charges~~charge created herein were given notice, and on hearing the submissions of counsel ~~for [NAMES], no one appearing for [NAME]⁺ although duly served~~

⁺~~Include names of secured creditors or other persons who must be served before certain relief in this model Order may be granted. See, for example, CCAA Sections 11.2(1), 11.3(1), 11.4(1), 11.51(1), 11.52(1), 32(1), 32(3), 33(2) and 36(2).~~

~~as appears from the affidavit of service of [NAME] sworn [DATE] to the Applicants, counsel to KSV, the proposed Lender Representative Counsel (as defined below), and such other counsel that were present, and on reading the consent of [MONITOR'S NAME] KSV to act as the monitor (in such capacity, the "Monitor"),~~

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated² so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that each of the ~~Applicant~~ Applicants is a company to which the CCAA applies.

~~PLAN OF ARRANGEMENT~~

~~3. — THIS COURT ORDERS that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "Plan").~~

POSSESSION OF PROPERTY AND OPERATIONS

3. ~~4.~~ **THIS COURT ORDERS** that the ~~Applicant~~ Applicants shall remain in possession and control of ~~its~~ their respective current and future assets, licences, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the ~~Applicant~~ Applicants shall continue to carry on business in a manner consistent with the preservation of ~~its~~ their business (the "**Business**") and the Property. The ~~Applicant is~~ Applicants are authorized and empowered to continue to retain and employ the employees, consultants, contractors, agents, experts,

² ~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

accountants, counsel and such other persons (collectively, "**Assistants**") currently retained or employed by it~~them~~, with liberty to retain such further Assistants as ~~it deems~~they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

~~5. — [THIS COURT ORDERS that the Applicant shall be entitled to continue to utilize the central cash management system³ currently in place as described in the Affidavit of [NAME] sworn [DATE] or replace it with another substantially similar central cash management system (the "Cash Management System") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.]~~

4. ~~6.~~ **THIS COURT ORDERS** that the ~~Applicant~~Applicants shall be entitled but not required to pay the following expenses whether incurred prior to, on, or after the date of this Order:

- (a) all outstanding and future wages, salaries, commissions, employee and pension benefits (including, without limitation, employee medical, dental, vision, insurance and similar benefit plans or arrangements), vacation pay and employee expenses payable prior to, on, or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation

~~³This provision should only be utilized where necessary, in view of the fact that central cash management systems often operate in a manner that consolidates the cash of applicant companies. Specific attention should be paid to cross border and inter company transfers of cash.~~

policies and arrangements, and all other payroll and benefits processing and servicing expenses; and

- (b) the fees and disbursements of any Assistants retained or employed by any of the ApplicantApplicants in respect of these proceedings, at their standard rates and charges.

5. ~~7.~~ **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the ApplicantApplicants shall be entitled but not required to pay all reasonable expenses incurred by the ApplicantApplicants in carrying on the Business in the ordinary course after the date of this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied ~~to the Applicant~~ or to be supplied to any of the Applicants on or following the date of this Order.

6. ~~8.~~ **THIS COURT ORDERS** that the ApplicantApplicants shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) ~~Quebec Pension Plan, and (iv)~~ income taxes;
- (b) all goods and services taxes, harmonized sales taxes or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by any of the ApplicantApplicants in connection with the sale of goods and services by any of the ApplicantApplicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or

collected prior to the date of this Order but not required to be remitted until on or after the date of this Order;³ and

- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by ~~the Applicant~~.

~~9. THIS COURT ORDERS that until a real property lease is disclaimed [or resiliated]⁴ in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicant and the landlord from time to time ("Rent"), for the period commencing from and including the date of this Order, twice monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid any of the Applicants.~~

7. ~~10.~~ **THIS COURT ORDERS** that, except as specifically permitted herein, the ~~Applicant~~ is Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the ~~Applicant~~ Applicants to any of ~~its~~ their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of ~~its~~ the Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

⁴ ~~The term "resiliate" should remain if there are leased premises in the Province of Quebec, but can otherwise be removed.~~

RESTRUCTURING

8. ~~11.~~ THIS COURT ORDERS that each of the ApplicantApplicants shall, subject to such requirements as are imposed by the CCAA ~~and such covenants as may be contained in the Definitive Documents (as hereinafter defined)~~, have the right to:

(a) ~~permanently or temporarily cease, downsize or shut down any of its business or operations, [and to~~ dispose of redundant or non-material assets not exceeding \$~~100,000~~ 50,000 in any one transaction or \$~~100,000~~ 50,000 in the aggregate]⁵

~~(b) [terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate]; and~~

(b) ~~(e)~~ pursue all avenues of refinancing ~~of~~ restructuring, selling or reorganizing its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing, restructuring, sale or reorganization,

all of the foregoing to permit the ApplicantApplicants to proceed with an orderly restructuring of the Business ~~(the "Restructuring")~~.

~~12. — THIS COURT ORDERS that the Applicant shall provide each of the relevant landlords with notice of the Applicant'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 Applicant'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 Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days notice to such landlord and any such secured creditors. If the Applicant disclaims [or resiliates] the lease governing such leased~~

⁵Section 36 of the amended CCAA does not seem to contemplate a pre-approved power to sell (see subsection 36(3)) and moreover requires notice (subsection 36(2)) and evidence (subsection 36(7)) that may not have occurred or be available at the initial CCAA hearing.

~~premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer [or resiliation] of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.~~

~~13. THIS COURT ORDERS that if a notice of disclaimer [or resiliation] is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer [or resiliation], the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer [or resiliation], the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.~~

NO PROCEEDINGS AGAINST THE ~~APPLICANT~~APPLICANTS, THE BUSINESS OR THE PROPERTY

9. ~~14.~~ **THIS COURT ORDERS** that until and including ~~[DATE — MAX. 30 DAYS]~~February 2, 2024, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding", and collectively, "Proceedings") shall be commenced or continued against or in respect of any of the Applicant~~Applicants~~ or the Monitor, or their respective employees, advisors, counsel and other representatives acting in such capacities, or affecting the Business or the Property, except with the prior written consent of the ~~Applicant~~Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Applicant~~Applicants, or their respective employees, advisors, counsel and other representatives acting in such capacities,~~ or affecting the Business or the Property, are hereby stayed and suspended pending further Order of this Court or the prior written consent of the Applicants and the Monitor.

10. **THIS COURT ORDERS** that during the Stay Period, no Proceeding shall be commenced or continued against or in respect of Aruba Butt, Dylan Sutor and/or Ryan Molony

(collectively, the "Additional Stay Parties"), or against or in respect of any of the Additional Stay Parties' current or future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, and including all proceeds thereof (collectively, the "Additional Stay Parties' Property") with respect to any guarantee, contribution or indemnity obligation, liability or claim in respect of or that relates to any agreement involving any of the Applicants or the obligations, liabilities and claims of and against any of the Applicants (collectively, the "Related Claims"), except with the prior written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Additional Stay Parties or the Additional Stay Parties' Property in respect of the Related Claims are hereby stayed and suspended pending further Order of this Court or the prior written consent of the Applicants and the Monitor.

NO EXERCISE OF RIGHTS OR REMEDIES

11. ~~15.~~ **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, organization, governmental unit, body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of any of the ApplicantApplicants or the Monitor, or their respective employees, advisors and other representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the prior written consent of the ApplicantApplicants and the Monitor, or leave of this Court, provided that nothing in this Order shall: (i) empower ~~the~~any Applicant to carry on any business which ~~the~~such Applicant is not lawfully entitled to carry on;₂ (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by ~~Section~~section 11.1 of the CCAA;₂ (iii) prevent the filing of any registration to preserve or perfect a security interest;₂ or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

12. ~~16.~~ **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence, authorization or

permit in favour of or held by any of the ~~Applicant~~Applicants, except with the prior written consent of the ~~Applicant~~Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

13. ~~17.~~ **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements or arrangements with any of the ~~Applicant~~Applicants or statutory or regulatory mandates for the supply or license of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, cash management services, payroll and benefit services, accounting services, temporary labour and staffing services, warehouse and logistics services, security services, insurance, transportation services, maintenance services, construction services, utility or other services to the Business or any of the ~~Applicant~~Applicants, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply or license of such goods or services as may be required by any of the ~~Applicant~~Applicants or exercising any other remedy provided under the agreements or arrangements, and that each of the ~~Applicant~~Applicants shall be entitled to the continued use of its current premises, 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 applicable Applicant in accordance with the normal payment practices of the applicable Applicant or such other practices as may be agreed upon by the supplier or service provider and ~~each of~~ the applicable Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

14. ~~18.~~ **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of ~~lease~~leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to any of the ~~Applicant~~Applicants. Nothing in this Order shall derogate from the rights conferred and ~~obligations imposed by the CCAA.~~⁶

~~This non-derogation provision has acquired more significance due to the recent amendments to the CCAA, since a number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example,~~

APPOINTMENT OF LENDER REPRESENTATIVE COUNSEL

15. THIS COURT ORDERS that Chaitons LLP (the "**Lender Representative Counsel**") is hereby appointed as representative counsel for all of the secured and unsecured lenders of the Applicants (collectively, the "**Lenders**"), including, without limitation, all of the Lenders that have RRSPs or other registered accounts administered by Olympia Trust Company, in these proceedings, any proceeding under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") or in any other proceeding respecting the insolvency of the Applicants that may be brought before this Court (collectively, the "**Insolvency Proceedings**"), for any issues affecting the Lenders in the Insolvency Proceedings, including, without limitation, with respect to the settlement or compromise of any rights, entitlements or claims of the Lenders.

16. THIS COURT ORDERS that the Lender Representative Counsel shall be entitled but not required to commence the process of identifying no more than six (6) Lenders to be nominated as Court-appointed representatives (collectively, the "**Lender Representatives**") as soon as practicable following the date hereof. The Lender Representatives, if and once appointed, shall represent the Lenders other than any Opt-Out Lender (as defined below), if any, in the Insolvency Proceedings and advise, and where appropriate instruct, the Lender Representative Counsel, including, without limitation, for the purpose of settling or compromising claims of the Lenders in the Insolvency Proceedings. The Lender Representative Counsel may rely upon the advice, information and instructions received from the Lender Representatives, if any, in carrying out its mandate without further communications or instructions from the Lenders, except as may be recommended by the Lender Representative Counsel or ordered by this Court.

17. THIS COURT ORDERS that, with the exception of any Opt-Out Lender, (i) the Lender Representative Counsel and the Lender Representatives, if any, shall represent all of the Lenders in the Insolvency Proceedings, and (ii) the Lenders shall be bound by the actions of the Lender Representative Counsel and the Lender Representatives, if any, in the Insolvency Proceedings.

~~number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example, CCAA Sections 11.01, 11.04, 11.06, 11.07, 11.08, 11.1(2) and 11.5(1).~~

18. **THIS COURT ORDERS** that, subject to confidentiality arrangements acceptable to the Applicants and the Monitor, the Applicants, The Windrose Group Inc. and Lift Capital Incorporated shall provide the following information to the Lender Representative Counsel (collectively, the "**Lender Information**"), in each case, without charge: (i) the names, last known address, last known email addresses (if any) and entitlements of all of the Lenders (excluding any Opt-Out Lender that has delivered an Opt-Out Notice (as defined below) prior to the delivery of the Information), in each case, to the extent in the possession or control of the Applicants, The Windrose Group Inc. and/or Lift Capital Incorporated, to be used solely for the purposes of the Insolvency Proceedings; and (ii) upon request of the Lender Representative Counsel, such documents and data as may be reasonably relevant to the issues affecting the Lenders in the Insolvency Proceedings, to the extent in the possession or control of the Applicants, The Windrose Group Inc. and/or Lift Capital Incorporated. In providing the Lender Information, these parties are not required to obtain the express consent of any Lender authorizing the disclosure of the Lender Information to the Lender Representative Counsel for the purposes of the Insolvency Proceedings, and further, in accordance with clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, each of these parties is authorized and permitted to disclose the Lender Information to the Lender Representative Counsel for the purposes of the Insolvency Proceedings, without the knowledge or consent of the Lenders.

19. **THIS COURT ORDERS** that notice of the appointment of Lender Representative Counsel shall be provided by: (i) the Lender Representative Counsel sending a letter to the Lenders at the addresses provided pursuant to paragraph 18 of this Order, advising of such appointment as soon as practicable following the date hereof; (ii) the inclusion of the details of such appointment in the CCAA Notice (as defined below); and (iii) the posting of notice of such appointment on the Monitor's Website (as defined below).

20. **THIS COURT ORDERS** that any Lender who does not wish to be represented by the Lender Representative Counsel and the Lender Representatives, if any, in the Insolvency Proceedings shall, within thirty (30) days of the date hereof, notify the Monitor and the Lender Representative Counsel in writing that such Lender is opting out of representation by the Lender Representative Counsel and the Lender Representatives, if any, by delivering to the Monitor and

the Lender Representative Counsel an opt-out notice in the form attached as Schedule "A" hereto (each, an "Opt-Out Notice"), and shall thereafter not be bound by the actions of the Lender Representative Counsel or the Lender Representatives, if any, and shall represent itself or themselves, as the case may be, or be represented by any counsel that such Lender may retain at its or their, as the case may be, sole expense (each such Lender that delivers an Opt-Out Notice in compliance with the terms of this paragraph, an "Opt-Out Lender"). The Monitor shall deliver copies of all Opt-Out Notices received to the Applicants as soon as reasonably practicable.

21. THIS COURT ORDERS that all reasonable and documented fees and disbursements as may have been incurred by the Lender Representative Counsel prior to the date of this Order or which shall be incurred by the Lender Representative Counsel shall be paid by the Applicants on a bi-weekly basis, forthwith upon the rendering of accounts to the Applicants. Any disagreement regarding such fees and disbursements may be remitted to this Court for determination.

22. THIS COURT ORDERS that no action or proceeding may be commenced against the Lender Representative Counsel or the Lender Representatives, if any, in such capacities and/or in respect of the performance of their duties under this Order, without leave of this Court on seven (7) days' notice to the Lender Representative Counsel or the Lender Representatives, as applicable, the Applicants and the Monitor.

23. THIS COURT ORDERS that the Lender Representative Counsel is authorized to take all steps and to do all acts necessary or desirable to carry out the terms of this Order, including dealing with any Court, regulatory body or government ministry, department or agency, and to take all such steps as are necessary or incidental thereto. The Lender Representative Counsel and the Lender Representatives, if any, shall have no liability as a result of their appointment or the fulfillment of their duties in carrying out the provisions of this Order save and except for any gross negligence or wilful misconduct on their part.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

24. ~~19.~~ THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of any of the Applicant Applicants with

respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of any of the ~~Applicant~~Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the ~~Applicant~~Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the ~~Applicant~~Applicants or this Court.

~~DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE~~

~~20. — THIS COURT ORDERS that the Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings,⁷ except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.~~

~~21. — THIS COURT ORDERS that the directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge")⁸ on the Property, which charge shall not exceed an aggregate amount of \$●, as security for the indemnity provided in paragraph [20] of this Order. The Directors' Charge shall have the priority set out in paragraphs [38] and [40] herein.~~

~~22. — THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors'~~

⁷The broad indemnity language from Section 11.51 of the CCAA has been imported into this paragraph. The granting of the indemnity (whether or not secured by a Directors' Charge), and the scope of the indemnity, are discretionary matters that should be addressed with the Court.

⁸Section 11.51(3) provides that the Court may not make this security/charging order if in the Court's opinion the Applicant could obtain adequate indemnification insurance for the director or officer at a reasonable cost.

~~and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph [20] of this Order.~~

APPOINTMENT OF MONITOR

25. ~~23.~~ **THIS COURT ORDERS** that ~~[MONITOR'S NAME]~~KSV is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the ~~Applicant~~Applicants with the powers and obligations set out in the CCAA or set forth herein and that the ~~Applicant~~Applicants and ~~its~~their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by any of the ~~Applicant~~Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

26. ~~24.~~ **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the ~~Applicant~~Applicants's receipts and disbursements;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

~~(c) — assist the Applicant, to the extent required by the Applicant, in its dissemination, to the DIP Lender and its counsel on a [TIME INTERVAL] basis of financial and other information as agreed to between the Applicant and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;~~

(c) ~~(d)~~ — advise the ~~Applicant~~Applicants in ~~its~~their preparation of the ~~Applicant's~~Applicants' cash flow statements ~~and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than [TIME INTERVAL], or as otherwise agreed to by the DIP Lender;~~

~~(e) advise the Applicant in its development of the Plan and any amendments to the Plan;~~

~~(f) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;~~

(d) monitor all payments, obligations and transfers as between the Applicants;

(e) ~~(g)~~ have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the ~~Applicant~~Applicants, to the extent that is necessary to adequately assess the ~~Applicant's business~~Business and financial affairs or to perform its duties arising under this Order;

(f) ~~(h)~~ be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(g) ~~(i)~~ perform such other duties as are required by this Order or by this Court from time to time.

27. ~~25.~~ **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or the Property, or any part thereof.

28. ~~26.~~ **THIS COURT ORDERS** that nothing herein contained shall require the Monitor 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~~collectively, "**Environmental Legislation**"), provided however that nothing

herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor'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.

29. ~~27.~~ **THIS COURT ORDERS** that ~~that~~ the Monitor shall provide any creditor of the ~~Applicant and the DIP Lender~~ Applicants with information provided by the ~~Applicant~~ Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the ~~Applicant~~ Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the ~~Applicant~~ Applicants may agree.

30. ~~28.~~ **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the CCAA or as an officer of this Court, neither the Monitor nor its employees, advisors and other representatives acting in such capacities shall incur ~~no~~ any liability or obligation as a result of ~~its~~ the Monitor's appointment or the carrying out by it of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded to the Monitor by the CCAA or any applicable legislation.

31. ~~29.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the ~~Applicant~~ Applicants in these proceedings shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on or subsequent to the date of this Order, by the ~~Applicant~~ Applicants as part of the costs of these proceedings. The ~~Applicant is~~ Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel ~~for~~ to the Monitor and counsel ~~for~~ to the ~~Applicant~~ Applicants in these proceedings on a ~~[TIME INTERVAL]~~ bi-weekly basis or pursuant to such other arrangements agreed to between the Applicants and such parties and, in addition, the ~~Applicant is hereby authorized to pay to the Monitor, counsel to the~~ Applicant, Applicants are hereby authorized to maintain their respective retainers ~~in, if any,~~

provided by the ~~amount[s]~~Applicants prior to the commencement of \$~~●~~[these proceedings,
~~respectively,]~~ to be held by them as security for payment of their respective fees and
disbursements outstanding from time to time.

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

33. ~~31.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, ~~if any, and~~ the
~~Applicant's~~Applicants' counsel and the Lender Representative Counsel shall be entitled to the
benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property,
which charge shall not exceed an aggregate amount of \$~~●~~, 750,000, unless permitted by further
Order of this Court, as security for their professional fees and disbursements incurred at the
standard rates and charges of the Monitor and such counsel, both before and after the making of
this Order ~~in respect of these proceedings~~. The Administration Charge shall have the priority set
out in ~~paragraphs [38] and [40]~~paragraph 35 hereof.

DIP FINANCING

~~32. — THIS COURT ORDERS that the Applicant is hereby authorized and empowered to
obtain and borrow under a credit facility from [DIP LENDER'S NAME] (the "DIP Lender") in
order to finance the Applicant's working capital requirements and other general corporate
purposes and capital expenditures, provided that borrowings under such credit facility shall not
exceed \$● unless permitted by further Order of this Court.~~

~~33. — THIS COURT ORDERS THAT such credit facility shall be on the terms and subject to
the conditions set forth in the commitment letter between the Applicant and the DIP Lender
dated as of [DATE] (the "Commitment Letter"), filed.~~

~~34. — THIS COURT ORDERS that the Applicant is hereby authorized and empowered to
execute and deliver such credit agreements, mortgages, charges, hypothecs and security
documents, guarantees and other definitive documents (collectively, the "Definitive
Documents"), as are contemplated by the Commitment Letter or as may be reasonably required
by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and~~

~~directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.~~

~~35. — THIS COURT ORDERS that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "DIP Lender's Charge") on the Property, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs [38] and [40] hereof.~~

~~36. — THIS COURT ORDERS that, notwithstanding any other provision of this Order:~~

~~(a) — the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;~~

~~(b) — upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon ● days notice to the Applicant and the Monitor, may exercise any and all of its rights and remedies against the Applicant or the Property under or pursuant to the Commitment Letter, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Applicant and set off and/or consolidate any amounts owing by the DIP Lender to the Applicant against the obligations of the Applicant to the DIP Lender under the Commitment Letter, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and~~

~~(c) — the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.~~

~~37. THIS COURT ORDERS AND DECLARES that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made under the Definitive Documents.~~

VALIDITY AND PRIORITY OF ~~CHARGES~~THE CHARGE CREATED BY THIS ORDER

~~38. THIS COURT ORDERS that the priorities of the Directors' Charge, the Administration Charge and the DIP Lender's Charge, as among them, shall be as follows⁹:~~

~~First—Administration Charge (to the maximum amount of \$●);~~

~~Second—DIP Lender's Charge; and~~

~~Third—Directors' Charge (to the maximum amount of \$●).~~

34. ~~39.~~ **THIS COURT ORDERS** that the filing, registration or perfection of the ~~Directors' Charge, the Administration Charge or the DIP Lender's Charge (collectively, the "Charges")~~ shall not be required, and that the ~~Charges~~Administration Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the ~~Charges~~Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

35. ~~40.~~ **THIS COURT ORDERS** that ~~each of the Directors' Charge, the Administration Charge and the DIP Lender's Charge (all~~ as constituted and defined herein) shall constitute a charge on the Property and such ~~Charges~~Administration Charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person notwithstanding

⁹~~The ranking of these Charges is for illustration purposes only, and is not meant to be determinative. This ranking may be subject to negotiation, and should be tailored to the circumstances of the case before the Court. Similarly, the quantum and caps applicable to the Charges should be considered in each case. Please also note that the CCAA now permits Charges in favour of critical suppliers and others, which should also be incorporated into this Order (and the rankings, above), where appropriate.~~

the order of perfection or attachment; provided that the Administration Charge shall rank behind Encumbrances in favour of any Persons that have not been served with notice of the application for this Order. The Applicants and the beneficiaries of the Administration Charge shall be entitled to seek priority of the Administration Charge ahead of such Encumbrances on a subsequent motion including, without limitation, at the Comeback Hearing (as defined below), on notice to those Persons likely to be affected thereby.

36. ~~41.~~ **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the ~~Applicant~~Applicants shall not grant any Encumbrances over any of the Property that rank in priority to, or *pari passu* with, ~~any of the Directors' Charge,~~ the Administration Charge ~~or the DIP Lender's Charge~~, unless the ~~Applicant~~Applicants also ~~obtains~~obtain the prior written consent of the Monitor, ~~the DIP Lender~~ and the beneficiaries of ~~the Directors' Charge and~~ the Administration Charge, or further Order of this Court.

37. ~~42.~~ **THIS COURT ORDERS** that the ~~Directors' Charge, the Administration Charge, the Commitment Letter, the Definitive Documents and the DIP Lender's~~ Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the ~~Charges~~Administration Charge (collectively, the "**Chargees**") ~~and/or the DIP Lender~~ thereunder shall not otherwise be limited or impaired in any way by: (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds any of the ~~Applicant~~Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) ~~neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Commitment Letter or the Definitive Documents~~Administration Charge shall not create or be deemed to constitute a

breach by any of the ~~Applicant~~Applicants of any Agreement to which ~~it~~any Applicant is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from ~~the Applicant entering into the Commitment Letter,~~ the creation of the ~~Charges, or the execution, delivery or performance of the Definitive Documents~~Administration Charge; and

(c) the payments made by the ~~Applicant~~Applicants pursuant to this Order, ~~the Commitment Letter or the Definitive Documents,~~ and the granting of the ~~Charges~~Administration Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

38. ~~43.~~ **THIS COURT ORDERS** that ~~any~~the Administration Charge created by this Order over leases of real property in Canada shall only be a ~~Charge~~charge in the applicable Applicant's interest in such real property ~~leases~~lease.

SERVICE AND NOTICE

39. ~~44.~~ **THIS COURT ORDERS** that the Monitor shall: (i) without delay, publish in ~~[newspapers specified by the Court]~~the Globe and Mail (National Edition), a notice containing the information prescribed under the CCAA, ~~(the "CCAA Notice"); and~~ (ii) within ~~five~~ten (10) days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against any of the ~~Applicant~~Applicants of more than \$~~1000~~1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with ~~Section~~subsection 23(1)(a) of the CCAA and the regulations made thereunder, provided that the Monitor shall not make the claims, names and addresses of the individuals who are creditors publicly available.

40. ~~45.~~ **THIS COURT ORDERS** that ~~the E-Service Protocol of the~~The Guide Concerning Commercial List E-Service (the ~~"Protocol"~~"Guide") is approved and adopted by reference

herein and, in this proceeding, the service of documents made in accordance with the ~~Protocol~~Guide (which can be found on the Commercial List website at: ~~http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/~~<https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended (the "**Rules of Civil Procedure**"). Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph ~~21~~13 of the ~~Protocol~~Guide, service of documents in accordance with the ~~Protocol~~Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the ~~Protocol~~Guide with the following URL ~~<@>~~: <https://www.ksvadvisory.com/experience/case/sid> (the "**Monitor's Website**").

41. ~~46.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the ~~Protocol~~Guide or the CCAA and the regulations thereunder is not practicable, the ~~Applicant and~~Applicants, the Monitor, and their respective counsel and agents are 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 or other electronic transmission to the ~~Applicant~~Applicants's creditors or other interested parties at their respective addresses as last shown ~~on~~in the books and records of the ~~Applicant~~Applicants and that any such service-~~or~~, distribution ~~by courier, personal delivery or facsimile transmission~~or notice shall be deemed to be received: (i) if sent by courier, on the next business day following the date of forwarding thereof, ~~or~~; (ii) if delivered by personal delivery or facsimile or other electronic transmission, on the day so delivered; and (iii) if sent by ordinary mail, on the third business day after mailing.

42. **THIS COURT ORDERS** that the Applicants, the Monitor and each of their respective counsel and agents are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding true copies thereof by electronic message (including by e-mail) to the Applicants' creditors or other interested parties and their advisors, as applicable. For greater certainty, any such service or distribution shall be deemed to be in satisfaction of a legal or

judicial obligation, and notice requirements within the meaning of subsection 3(c) of the Electronic Commerce Protection Regulations (SOR/2013-221).

COMEBACK HEARING

43. THIS COURT ORDERS that the comeback motion in these proceedings shall be heard on January 31, 2024 at 9:30 a.m. (Eastern Time) (the "Comeback Hearing").

GENERAL

44. THIS COURT ORDERS that any interested party (including the Applicants) may apply to this Court to amend or vary this Order at the Comeback Hearing on not less than two (2) business days' notice to the service list in these proceedings and any other Persons likely to be affected by the Order sought; provided, however, that the Chargees shall be entitled to rely on this Order as granted and on the Administration Charge and priorities set forth in paragraph 35 hereof with respect to any fees, expenses and disbursements incurred, as applicable, until the date this Order may be amended, varied or stayed.

45. ~~47.~~ THIS COURT ORDERS that, notwithstanding paragraph 44 of this Order, each of the Applicant or Applicants, the Monitor or the Lender Representative Counsel may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of ~~its~~their powers and duties hereunder or in the interpretation of this Order.

46. ~~48.~~ THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of any of the Applicant Applicants, the Business or the Property.

47. ~~49.~~ 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 Applicant Applicants, the Monitor and their respective 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 Applicant Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in

any foreign proceeding, or to assist the ~~Applicant~~Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

48. ~~50.~~ **THIS COURT ORDERS** that each of the ~~Applicant~~Applicants and the Monitor be at liberty and ~~is~~are 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 Monitor 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.

~~51. — THIS COURT ORDERS that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.~~

49. ~~52.~~ **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern ~~Standard/Daylight~~ Time) on the date of this Order without the need for entry or filing.

SCHEDULE "A"
FORM OF OPT-OUT NOTICE

To Chaitons LLP, in its capacity as
: Court-appointed Lender Representative
Counsel
5000 Yonge Street, 10th Floor
North York, ON M2N 7E9
Attention: George Benchetrit
Email: george@chaitons.com

with a copy to:

Bennett Jones LLP
Applicants' Counsel
3400 One First Canadian Place
Toronto, ON M5X 1A4
Attention: Joshua Foster
Email: fosterj@bennettjones.com

KSV Restructuring Inc., in its capacity as
Court-appointed Monitor
220 Bay Street, 13th Floor
Toronto, ON M5J 2W4
Attention: Christian Vit
Email: cvit@ksvadvisory.com

with a copy to:

Cassels Brock & Blackwell LLP
Monitor's Counsel
Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance Street
Toronto, ON M5H 0B4
Attention: Ryan Jacobs and Joseph Bellissimo
Email:
rjacobsj@cassels.com/jbellissimo@cassels.com

I, in my individual capacity or in my capacity as an authorized representative of the undersigned, as applicable (in either capacity, the "**Opt-Out Lender**"), hereby provide written notice that the Opt-Out Lender does not wish to be represented by Chaitons LLP, representative counsel (the "**Lender Representative Counsel**") for all of the secured and unsecured lenders of Balboa Inc., DSPLN Inc., Happy Gilmore Inc., Interlude Inc., Multiville Inc., The Pink Flamingo Inc., Hometown Housing Inc., The Mulligan Inc., Horses In The Back Inc., Neat Nests Inc. and Joint Captain Real Estate Inc. (collectively, the "**Applicants**") in any proceeding respecting the insolvency of the Applicants (the "**Insolvency Proceedings**"). By opting out of this representation, the Opt-Out Lender hereby acknowledges and understands that if it wishes to take part in the Insolvency Proceedings, then it must do so as an independent party. Further, the Opt-Out Lender hereby acknowledges and understands that it is responsible for its own legal representation or for retaining its own legal counsel should it choose to do so, and that it would be personally liable for the costs of its own legal representation.

The Opt-Out Lender hereby acknowledges and understands that a copy of this Opt-Out Notice will be provided to the Applicants.

Witness

Signature of Opt-Out Lender or its
authorized representative

Name of individual or authorized
representative of the Opt-Out Lender:

Name of Opt-Out Lender
(if not a natural person):

Address:

Telephone:

TO OPT OUT, THIS FORM MUST BE COMPLETED AND RECEIVED AT THE ABOVE ADDRESS ON OR BEFORE FEBRUARY 22, 2024.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

Court File No.: CV-24-00713245-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

INITIAL ORDER

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Lawyers for the Applicants

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Description	MOD - DRAFT - Initial Order
Rendering set	Standard with classic table comparison

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Insertion	
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Padding cell	

Statistics:

	Count
Insertions	405
Deletions	324
Moved from	4
Moved to	4
Style changes	0
Format changes	0
Total changes	737

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C-36, AS AMENDED**

Court File No.: CV-24-00713245-00CL

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BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC.,
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THE MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS INC. AND JOINT
CAPTAIN REAL ESTATE INC.**

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

APPLICATION RECORD
(Returnable January 23, 2024)
Volume 2 of 2

BENNETT JONES LLP

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Lawyers for the Applicants