

Clerk's stamp:

COURT FILE NUMBER	2301 - 08305
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANTS	IN THE MATTER OF THE <i>COMPANIES' CREDITORS ARRANGEMENT ACT</i> , RSC 1985, c C-36, as amended  AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF WALLACE & CAREY INC., LOUDON BROS LIMITED, and CAREY MANAGEMENT INC.
DOCUMENT	<b><u>AFFIDAVIT OF PATRICK CAREY</u></b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MILLER THOMSON LLP Barristers and Solicitors 3000, 700 – 9 <sup>th</sup> Avenue SW Calgary, AB, T2P 3V4  Attention: James W. Reid / Pavin Takhar  Phone: 403-298-2418 / 416-595-8639 / 403-298-2432  E-mail: <a href="mailto:jwreid@millerthomson.com">jwreid@millerthomson.com</a> / <a href="mailto:ptakhar@millerthomson.com">ptakhar@millerthomson.com</a>  File No.: 0221652.0006

## AFFIDAVIT OF PATRICK CAREY

Sworn on October 27, 2023

I, Patrick Carey, of the City of Calgary, in the Province of Alberta, **MAKE OATH AND SAY THAT:**

1. I have personal knowledge of the matters described in this Affidavit, except where I state that my knowledge is based upon information and belief, in which case I believe the statements to be true.
2. I am the sole officer and director of Loudon Bros. Limited ("**Loudon Bros**"). Loudon Bros was Thunder Bay's leading foodservice wholesaler and distributor, serving convenience stores, grocery stores, restaurants, foodservice providers, not-for-profits, and various retail sector businesses throughout Northwestern Ontario.
3. Wallace & Carey Inc. ("**Wallace & Carey**") has owned and operated Loudon Bros since 2011. Carey Management Inc. ("**CMI**") is the parent company and sole shareholder of Wallace & Carey. CMI provides management services to Loudon Bros and Wallace & Carey.
4. Wallace & Carey, CMI and Loudon Bros are collectively referred to as the "**Applicants**" or the "**Companies**".
5. This Affidavit is sworn in support of an application by the Applicants seeking an Order, among other things:
  - (a) declaring the service of the Application filed October 27, 2023 (the "**Application**") and the supporting materials good and sufficient and, if necessary, abridging time for notice of the Application to the time actually given;
  - (b) authorizing and approving the transaction (the "**Transaction**") contemplated under the purchase and sale agreement (the "**Sale Agreement**") between Loudon Bros and Karimi Holdings Ltd. (the "**Purchaser**") dated October 22, 2023, attached as **Exhibit "A"** to this Affidavit;
  - (c) authorizing and directing the Applicants and the Monitor to take all steps reasonably required to carry out the terms of the Sale Agreement;
  - (d) upon closing of the Transaction, vesting title to the purchased assets in and to the Purchaser;

- (e) granting leave to the Applicants and Monitor to apply to this Court for advice and direction as may be necessary to carry out the terms of any Order granted at the Application; and
- (f) sealing the Confidential Exhibit "1" to this Affidavit until such time as the Transaction closes.

## I. BACKGROUND

6. On June 22, 2023, the Honourable Justice G.A. Campbell granted a CCAA Initial Order in these proceedings, which was amended and restated on June 30, 2023 (the "**ARIO**").

7. The ARIO authorizes the Companies, among other things, to pursue all avenues of sale or investment of their assets or business, in whole or in part, subject to certain restrictions.

8. The Applicants are in the process of consolidating their logistics businesses and in doing so they are winding down the business and realizing upon the assets of Loudon Bros.

## II. WINDING DOWN OF LOUDON BROS

9. Loudon Bros operated as the Northwestern Ontario branch of Wallace & Carey. It employed 33 people and serviced approximately 500 customers in the convenience, food service and theatre industries in Thunder Bay and surrounding areas. The operation also provided third party logistics, delivering products for vendors such as Lactalis Canada and Labatt Brewing Company.

10. Since August 2023, the Applicants have been winding down the operations of Loudon Bros, which has now been substantially completed, subject to the completion of the Transaction.

## III. ATHABASCA PROPERTY, LISTING AND OFFERS

11. Loudon Bros owns certain lands on which it operated a warehouse municipally located at 830A Athabasca Street in Thunder Bay, Ontario (the "**Athabasca Property**"). The warehouse on the Athabasca Property is a 23,000 square foot, full service wholesale distribution centre. An Ontario Land Registry Office Parcel Register search of the Athabasca Property is attached as **Exhibit "B"**.

12. On September 11, 2023, Loudon Bros engaged Royal LePage Lannon Commercial Realty (the "**Realtor**") to list and market the Athabasca Property.

13. The Athabasca Property was listed on September 20, 2023 through Realtor.ca and the OREA (Ontario Real Estate Association) with marketing materials completed by the Realtor's office in Thunder Bay, Ontario.
14. The Athabasca Property was further listed on the MLS and the Realtor conducted e-mail campaigns in addition to targeting strategic prospect purchasers in conjunction with Cushman & Wakefield Winnipeg and Calgary as co-brokers.
15. The Athabasca Property was listed for \$2,000,000 with a bid deadline of October 11, 2023 (the "**Marketing Period**"). A copy of the marketing brochure for the Athabasca Property is attached as **Exhibit "C"**.
16. The Realtor received three offers for the Athabasca Property during the Marketing Period.
17. A summary of the three offers is marked as **Confidential Exhibit "1"** but is not attached due to its commercially sensitive contents.
18. I am advised by my counsel, James Reid of Miller Thomson LLP, that a temporary sealing order will be sought over Confidential Exhibit "1" to avoid the tainting of any potential future sale or marketing process for the Athabasca Property, which may be required if the Transaction does not close.
19. Following the Marketing Period, all three bidders were contacted by the Realtor and asked to submit their highest and best offers.
20. The Purchaser increased its original offer by \$100,000 for a total bid of \$1,400,000.00 for the Athabasca Property.
21. Loudon, in consultation with the Realtor, the Monitor, and the Applicants' senior secured lender, Canadian Imperial Bank of Commerce, concluded that the bid from the Purchaser was the highest and best bid in the circumstances and Loudon executed the Sale Agreement with the Purchaser.

**IV. CONCLUSION**

22. I swear this affidavit in support of the Application to approve the Sale Agreement and Transaction and for no other or improper purpose or delay.

**SWORN BEFORE** me at the City of )  
Calgary, in the Province of Alberta, this )  
27<sup>th</sup> day of October, 2023. )  
)  
)  
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)  
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)  
)  
)  
)

*David Allison*

\_\_\_\_\_  
A Commissioner for Oaths in and for the  
Province of Alberta.

*Patrick Carey*  
\_\_\_\_\_  
**PATRICK CAREY**

**David Josiah Allison**  
*Student-at-Law*  
**Notary Public & Commissioner for Oaths**  
in and for the Province of Alberta

This is Exhibit "A" referred to in the Affidavit of  
Patrick Carey sworn before me this 27 day of  
October, 2023

*David Allison*

---

A COMMISSIONER FOR OATHS IN AND FOR  
ALBERTA

**David Josiah Allison**  
*Student-at-Law*  
**Notary Public & Commissioner for Oaths**  
in and for the Province of Alberta

ROYAL LEPAGE LANNON REALTY, BROKERAGE  
1141 BARTON STREET  
THUNDER BAY, ONTARIO  
P7B 5N3  
807-623-5011

October 24, 2023

Miller Thomson LLP  
100 New Park Place, #700  
Vaughn, ON

Dear Cindy Aulicino:

RE: Sale of 830 Athabasca Street  
Loudon Bros. Limited sale to Karimi Holdings Ltd.

**Closing Date - November 17, 2023**

On behalf of the Seller, Loudon Bros. Limited, please find attached a copy of the agreement of purchase and sale for the above-mentioned property.

The lawyer for the Buyer is:

George W. Kostyshyn  
123 Brodie St., S., Suite 3  
Thunder Bay, ON  
P7E-1B8  
(807)624-2185

**Our reference number is 331506**

Listing Brokerage for the Seller/Vendor: ROYAL LEPAGE LANNON REALTY  
Listing Agent: Jason Mallon & Rebecca Forester  
Agent cell #: 807-626-0209                      Office #: (807)623-5011

Selling Brokerage for the Buyer/Purchaser: ROYAL LEPAGE LANNON REALTY  
Selling Agent: Enzo Ruberto  
Agent cell #: 807-474-9030                      Office #: (807)623-5011

If you require any further information please do not hesitate to call us, or directly contact the appropriate agent listed above.

Yours truly,

Kelly Lawson  
Administrator  
Royal LePage Lannon Realty, Brokerage



# Agreement of Purchase and Sale Commercial

## Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 22nd day of October, 2023

**BUYER:** Karimi Holdings Ltd., agrees to purchase from  
(Full legal names of all Buyers)

**SELLER:** Loudon Bros. Limited, the following  
(Full legal names of all Sellers)

**REAL PROPERTY:**

Address 830 Athabasca St

fronting on the East side of Athabasca St

in the City of Thunder Bay

and having a frontage of ---- more or less by a depth of ---- more or less

and legally described as

**See Schedule "A" attached.**

(Legal description of land including easements not described elsewhere)

(the "property")

**PURCHASE PRICE:** Dollars (CDN\$) 1,400,000.00

One Million Four Hundred Thousand Dollars

**DEPOSIT:** Buyer submits upon acceptance  
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Fifty Thousand Dollars (CDN\$) 50,000.00

by negotiable cheque payable to Royal LePage Lannon Realty "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

**Buyer agrees to pay the balance as more particularly set out in Schedule A attached.**

**SCHEDULE(S) A** "A" attached hereto form(s) part of this Agreement.

**1. IRREVOCABILITY:** This offer shall be irrevocable by Buyer until 11 on the 25 day of October, 2023, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.  
(Seller/Buyer) (a.m./p.m.)

**2. COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the See Schedule "A" day of 2023. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

DK

INITIALS OF SELLER(S):

RC



**3. NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: .....  
(For delivery of Documents to Seller)

FAX No.: .....  
(For delivery of Documents to Buyer)

Email Address: .....  
(For delivery of Documents to Seller)

Email Address: .....  
(For delivery of Documents to Buyer)

**4. CHATELS INCLUDED:**  
**All racking, shelving, wrapper and some power equipment, in its "as is, where is" condition**

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

**5. FIXTURES EXCLUDED:**  
**None**

**6. RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:  
**Hot water tank or boiler, if any**

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

**7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



**8. TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 27 day of October, 2023, (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there

are no outstanding work orders or deficiency notices affecting the property, that its present use (Light Industrial) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

**9. FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

**10. TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

**11. CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

**12. DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

**13. INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

**14. INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;  
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the *Canadian Payments Act (R.S.C., 1985, c. C-21)*, as amended from time to time.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):





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**29. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein. SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) .....  
(Karimi Holdings Ltd)  
David Karimi  
(Buyer/Authorized Signing Officer) Karimi Holdings Ltd (Seal) 10/22/23 (Date)  
(Witness) .....  
(Buyer/Authorized Signing Officer) (Seal) (Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer. SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) .....  
(Loudon Bros. Limited)  
(Seller/Authorized Signing Officer) Loudon Bros. Limited (Seal) 10/23/2023 (Date)  
(Witness) .....  
(Seller/Authorized Signing Officer) (Seal) (Date)

**SPOUSAL CONSENT:** The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) ..... (Spouse) ..... (Seal) (Date)

**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at  20:32 this  23 day of October, 2023 (a.m./p.m.)  
 (Signature of Seller or Buyer) Loudon Bros. Limited (Seal) (Date)

**INFORMATION ON BROKERAGE(S)**  
Listing Brokerage ..... **ROYAL LEPAGE LANNON REALTY** ..... (807) 623-5011 (Tel.No.)  
Jason Mallon (Salesperson/Broker/Broker of Record Name)  
Co-op/Buyer Brokerage ..... (Tel.No.)  
(Salesperson/Broker/Broker of Record Name)

**ACKNOWLEDGEMENT**

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.  
(Seller) Loudon Bros. Limited 10/23/2023 (Date)  
(Seller) (Date)  
Address for Service ..... (Tel. No.)  
Seller's Lawyer Cindy Aulicino (Miller Thomson LLP)  
Address 100 New Park Place, #700 Vaughan, ON  
Email caulicino@millerthomson.com  
905-532-6677 (Tel. No.) (Fax No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.  
(Buyer) Karimi Holdings Ltd 10/22/23 (Date)  
(Buyer) (Date)  
Address for Service ..... (Tel. No.)  
Buyer's Lawyer George Kystyns  
Address 123 Brodie St, Thunder Bay  
Email gwk@tbaytel.net  
807-624-2185 (Tel. No.) (Fax No.)

**FOR OFFICE USE ONLY** **COMMISSION TRUST AGREEMENT**  
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:  
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.  
DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:  
(Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)



# Schedule A Agreement of Purchase and Sale - Commercial

## Form 500

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER:** ..... Karimi Holdings Ltd. ....., and

**SELLER:** ..... Loudon Bros. Limited .....

for the purchase and sale of ..... 830 Athabasca St ..... Thunder Bay .....

ON P7E6P7 dated the 10 day of October, 2023

Buyer agrees to pay the balance as follows:

To be read with and form a part of the Agreement of Purchase and Sale between KARIMI HOLDINGS LTD. (the "Buyer") and LOUDON BROS. LIMITED (the "Seller") for the property described as 830 Athabasca ST, Thunder Bay, Ontario, P7C 3E6 (the "Property") and any chattel and fixtures thereto as may be more particularly set out in the Agreement of Purchase and Sale (the "Purchased Assets") dated October 10, 2023 (the "Agreement")

### 1. PAYMENT

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to KSV Restructuring Inc. in its capacity as court-appointed Monitor of the the Seller, on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a wire transfer;

### 2. CONDITION PRECEDENT - APPROVAL AND VESTING ORDER

The obligation of the Seller and the Buyer to complete the transaction contemplated by this Agreement is subject to receipt of an Approval and Vesting Order from the Court of King's Bench of Alberta authorizing the transaction contemplated by this Agreement and vesting in the Buyer (or as the Buyer may direct) all of the Seller's right title and interest in and to the Purchased Assets. The Approval and Vesting Order shall have been granted and shall not have been stayed, amended, appealed, modified, reversed or dismissed and shall have been re-sealed by the Ontario Superior Court of Justice.

### 3. CLOSING DATE

The closing of the transaction contemplated by this Agreement shall occur the on the tenth (10th) day following the granting of the Approval and Vesting Order or November 17, 2023, whichever date is later (the "Closing Date"). If the Closing Date occurs on a day other than a Business Day, then the Closing Date shall be extended to the next Business Day. For purposes of this Agreement, "Business Day" means any day other than a Saturday, Sunday or statutory holiday observed in the Province of Ontario.

### 4. AS IS, WHERE IS

Despite any other provision of this Agreement, the Buyer expressly acknowledges that the Seller is selling the Purchased Assets on an "as is, where is" basis as they shall exist as at the Closing Date. The Buyer further acknowledges that it has entered into this Agreement on the basis that the Seller does not guarantee title to the Purchased Assets. No representation, warranty or condition is express or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality or in respect of any other matter or thing whatsoever concerning the Purchased Assets or the right of the Seller to sell or assign the same save and except as expressly represented or warranted herein. Without limiting the generality of the foregoing any and all conditions, warranties or representations expressed or implied pursuant to the Sale of Goods Act (Ontario) or other similar legislation do not apply hereto and have been waived by the Buyer. The description of the Purchased Assets contained in the Agreement are for purpose of identification only and, no representation, warranty or condition has or will be given by the Seller concerning completeness or accuracy of such descriptions.

This form must be initialled by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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# Schedule A Agreement of Purchase and Sale - Commercial

**Form 500**  
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER:** ..... Karimi Holdings Ltd. ....., and

**SELLER:** ..... Loudon Bros. Limited .....

for the purchase and sale of ..... 830 Athabasca St ..... Thunder Bay .....

ON P7E6P7 dated the 10 day of October, 2023

Buyer agrees to pay the balance as follows:

**5. ELECTRONIC SIGNATURES**

The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c. 17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

**6. ASSIGNMENT**

The Buyer shall have the right at any time prior to 7 days prior to the hearing for the Approval and Vesting Order, to assign the within Offer to any person, persons or corporation, either existing or to be incorporated, and upon delivery to the Seller and the Monitor of notice of such assignment, together with the assignee's covenant in favor of the Seller to be bound hereby as Buyer, the Buyer herein before named shall not be released from any liability hereunder and will be responsible to close the transaction in the event that the entity or person who the transaction was transferred to fails to close the transaction.

**7. INSPECTION**

The Buyer shall have the right to inspect the Property one further time prior to Closing Date, at a mutually agreed upon time. The Seller agrees to provide access to the Property for the purpose of this inspection.

**8. LEGAL DESCRIPTION**

LT 13-19 BLK 20 PL W57 NEEBING ADDITIONAL; PT LT 1-12 BLK 20 PL W57 NEEBING ADDITIONAL; PT LT 18-19 BLK 13 PL W57 NEEBING ADDITIONAL; PT LANE BLK 20 PL W57 NEEBING ADDITIONAL ABUTTING LT 13 - 19, CLOSED BY OFW13445; PT ATHABASCA ST, ATLANTIC AV PL W57 NEEBING ADDITIONAL CLOSED BY OFW13445, AS IN TBR433257; S/T TBR388280; THUNDER BAY, being all of PIN 62063-0308 (LT)

**9. PERMITTED ENCUMBRANCES**

On the Closing Date, title to the Property shall be subject to the following permitted encumbrances (the "Permitted Encumbrances"), and the Buyer agrees to accept title to the Property subject to the Permitted Encumbrances:

Registration No. OFW13445  
Registration Date: (Y/M/D) 1954/10/07  
Document Type: BY-LAW (by-law to stop up and close a portion of Athabasca Street, Atlantic Avenue and the Lanes at the east side of Athabasca Street)

This form must be initialled by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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# Schedule A Agreement of Purchase and Sale – Commercial

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**SELLER:** ..... Loudon Bros. Limited .....

for the purchase and sale of ..... 830 Athabasca St ..... Thunder Bay .....

..... ON ..... P7E6P7 ..... dated the 10 day of October, 2023 .....

Buyer agrees to pay the balance as follows:

**9. PERMITTED ENCUMBRANCES (continued)**

Registration No. TBR388280  
Registration Date: (Y/M/D) 1997/08/19  
Document Type: TRANSFER (easement in favour of The Corporation of the City of Fort William)  
Party to: DELANO INVESTMENTS LIMITED

Registration No. TBR433257  
Registration Date: (Y/M/D) 2003/06/11  
Document Type: TRANSFER (part lane and part Athabasca Street and part Atlantic Avenue)  
Party To: LOUDON BROS. LIMITED

Registration No. TY124272  
Registration Date: (Y/M/D) 2011/08/02  
Document Type: TRANSFER LAND REGISTRAR'S ORDER

This form must be initialed by all parties to the Agreement of Purchase and Sale.

**INITIALS OF BUYER(S):**

**INITIALS OF SELLER(S):**



# Schedule A Agreement of Purchase and Sale – Commercial

**Form 500**  
for use in the Province of Ontario

To be read with and form a part of the Agreement of Purchase and Sale between KARIMI HOLDINGS LTD. (the "**Buyer**") and LOUDON BROS. LIMITED (the "**Seller**") for the property described as 830 Athabasca ST, Thunder Bay, Ontario, P7C 3E6 (the "**Property**") and any chattel and fixtures thereto as may be more particularly set out in the Agreement of Purchase and Sale (the "**Purchased Assets**") dated October 10, 2023 (the "**Agreement**")

**1. PAYMENT**

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to KSV Restructuring Inc. in its capacity as court-appointed Monitor of the the Seller, on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a wire transfer;

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INITIALS OF BUYER(S):

*DK*

INITIALS OF SELLER(S):

*pt*

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# Schedule A Agreement of Purchase and Sale – Commercial

**Form 500**  
for use in the Province of Ontario

**5. ELECTRONIC SIGNATURES**

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INITIALS OF BUYER(S):

*DK*

INITIALS OF SELLER(S):

*PC*



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Revised 2017 Page 2 of 4





\$2,000,000

Virtual Tour

**MLS Client View**

<b>MLS #</b>	TB232873	<b>Type</b>	ICI
<b>Major Area</b>	Thunder Bay	<b>BUSINESS TYPE</b>	Food Service, Office, Warehouse
<b>District</b>	Thunder Bay	<b>ICI TYPE</b>	Indust Bldg, Wholesale
<b>Sub District</b>	East End	<b># Stories</b>	
	830 Athabasca ST	<b># Elevators</b>	
	Thunder Bay	<b># of Washrooms</b>	
	P7C 3E6	<b>Parking # of Spaces</b>	

**Additional Photos**



**General Property Information:**

<b>Acreage</b>	1.98	<b>Assessment \$</b>		<b>Commercial SqFt</b>	
<b>Property Size</b>	1.0 -2.99 Acres	<b>Annual Taxes \$</b>	\$33,943.00	<b>Retail SqFt</b>	
<b>Zoning (TBAY)</b>	Light Industrial Zone	<b>Tax Year</b>	2023	<b>Office SqFt</b>	
<b>Age</b>		<b>Annual Water/Sewer Exp</b>		<b>Indust./Warehse SqFt</b>	
<b>Age (Building)</b>		<b>Annual Heating Exp</b>		<b>Residential SqFt</b>	
<b>Fronting On</b>	East	<b>Annual Insurance Exp</b>	0.00	<b>Total SqFt</b>	42,238.00
<b>Waterfront Y/N</b>	No	<b>Annual Hydro Exp</b>		<b>Total Building Area</b>	
<b>Waterfront Name</b>		<b>Annual Other Exp</b>		<b>Ceiling Height</b>	18
<b>Lot Frontage</b>	622.32	<b>Annual Total Exp</b>	88,020.00	<b>Seating Capacity</b>	
<b>Lot Depth</b>	Irreg	<b>Gross Income</b>		<b>Business Name</b>	Loudon Bros Limited
<b>Occupancy</b>	Tenant	<b>Net Operating Income</b>			
		<b>Chattel Included</b>	All racking, shelving, wrapper and some		

**Public Remarks & Directions**

**Public Remarks** Rarely a commercial property this size becomes available! Recently used as a food distribution centre and has been kept in excellent shape. This main floor consists 42,238 sqft. office/warehouse plus another 4,212 sqft of office / mezzanine; large size cooler room (2415sq ft); 1 freezer room (4480sq ft); 3-4 over head doors and option for more, entire property is 1.98acres. Frontage is 622sq.ft. Lots of possibilities for both the facility and yard. All storage racks to stay and some machinery equipment. Currently, 2 tenants occupy a portion of the building and both willing to stay (\$4300 gross per month for both tenants). Immediate possession available

**Directions** Simpson, east on Alexandra, right on Atlanta, right on Athabasca Street



**Property Features**

<b>HEATING SOURCE</b>	Natural Gas	<b>BASEMENT</b>	None
<b>HEATING TYPE</b>	Forced Air, Overhead Unit	<b>EXTERIOR FINISH</b>	Concrete Block
<b>ACCESS</b>	Municipal Road	<b>DRIVEWAY DETAILS</b>	Asphalt, Gravel
<b>SERVICES AVAILABLE</b>	Hydro, Natural Gas, Street Lights, Telephone	<b>PROPERTY FEATURES</b>	Office Space, Overhead Doors, Parking, Paved Yard, Workshop/Storage
<b>WATER/WELL</b>	Municipal Water		
<b>SEWER/SEPTIC</b>	Sewer		



Compliments of  
**ENZO RUBERTO**  
 SALESPERSON  
 CELL: 807-474-9030  
 enzoruberto@gmail.com

**ROYAL LEPAGE LANNON REALTY**  
 1141 BARTON ST  
 THUNDER BAY ON P7B 5N3

List Office Name  
 ROYAL LEPAGE LANNON RE...



This is Exhibit "B" referred to in the Affidavit of  
Patrick Carey sworn before me this 27 day of  
October, 2023

*David Allison*

---

A COMMISSIONER FOR OATHS IN AND FOR  
ALBERTA

**David Josiah Allison**  
*Student-at-Law*  
**Notary Public & Commissioner for Oaths**  
**in and for the Province of Alberta**

LAND  
 REGISTRY  
 OFFICE #55

62063-0308 (LT)

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

**PROPERTY DESCRIPTION:** LT 13-19 BLK 20 PL W57 NEEBING ADDITIONAL; PT LT 1-12 BLK 20 PL W57 NEEBING ADDITIONAL; PT LT 18-19 BLK 13 PL W57 NEEBING ADDITIONAL; PT LANE BLK 20 PL W57 NEEBING ADDITIONAL ABUTTING LT 13 - 19, CLOSED BY OFW13445; PT ATHABASCA ST, ATLANTIC AV PL W57 NEEBING ADDITIONAL CLOSED BY OFW13445, AS IN TBR433257 ; S/T TBR388280; THUNDER BAY

**PROPERTY REMARKS:**

**ESTATE/QUALIFIER:**  
 FEE SIMPLE  
 LT CONVERSION QUALIFIED

**RECENTLY:**  
 FIRST CONVERSION FROM BOOK

**PIN CREATION DATE:**  
 2004/01/26

**OWNERS' NAMES**  
 LOUDON BROS. LIMITED

**CAPACITY SHARE**  
 BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2004/01/23 **</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 * 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 IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2004/01/26 **</p>						
OFW51408	1965/08/20	SUP DEED TRST&MORT		*** DELETED AGAINST THIS PROPERTY ***	MONTREAL TRUST COMPANY	
OFW70043	1971/02/10	SUP DEED TRST&MORT		*** DELETED AGAINST THIS PROPERTY ***	NATIONAL TRUST COMPANY LIMITED	
TBR224962	1980/02/25	AGREEMENT		*** DELETED AGAINST THIS PROPERTY ***		
REMARKS: OFW15558						
TBR388676	1997/09/04	NOTICE				C
TBR406284	1999/11/05	NOTICE OF SUBLEASE			SUPERIOR AIR COMPRESSORS INC.	C
REMARKS: TBR388676						
TBR433257	2003/06/11	TRANSFER	\$450,000		LOUDON BROS. LIMITED	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.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TBR433258	2003/06/11	CHARGE		*** COMPLETELY DELETED ***	BUSINESS DEVELOPMENT BANK OF CANADA	
TY107884	2010/09/10	APL (GENERAL)		*** COMPLETELY DELETED *** LOUDON BROS. LIMITED		
		REMARKS: DELETE OFW51408, OFW70043 & TBR224962.				
TY124272	2011/08/02	LR'S ORDER		LAND REGISTRAR, LRO (55) THUNDER BAY		C
		REMARKS: TBR388280, TBR433257				
TY124804	2011/08/10	CHARGE		*** COMPLETELY DELETED *** LOUDON BROS. LIMITED	BANK OF MONTREAL	
TY124805	2011/08/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** BUSINESS DEVELOPMENT BANK OF CANADA		
		REMARKS: TBR433258.				
TY240215	2017/09/26	CHARGE		*** COMPLETELY DELETED *** LOUDON BROS. LIMITED	ALBERTA TREASURY BRANCHES	
TY240216	2017/09/26	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** LOUDON BROS. LIMITED	ALBERTA TREASURY BRANCHES	
		REMARKS: TY240215.				
TY242813	2017/11/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
		REMARKS: TY124804.				
TY274837	2019/11/25	LIEN		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE		
		REMARKS: TAX LIEN				
TY307218	2021/11/05	DISCHARGE INTEREST		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE		
		REMARKS: TY274837.				
TY307703	2021/11/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** ATB FINANCIAL		
		REMARKS: TY240215.				

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

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Patrick Carey sworn before me this 27 day of  
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*David Allison*

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A COMMISSIONER FOR OATHS IN AND FOR  
ALBERTA

**David Josiah Allison**  
*Student-at-Law*  
**Notary Public & Commissioner for Oaths**  
**in and for the Province of Alberta**

# FOR SALE

42,238 SF  
Warehouse Space



## 830 ATHABASCA STREET

Thunder Bay, ON

Jason Mallon, Sales Representative  
807.626.0209 | [jasonmallon@royallepagecommercial.com](mailto:jasonmallon@royallepagecommercial.com)  
[www.jasonmallon.com](http://www.jasonmallon.com)

Royal LePage Lannon Realty, Brokerage  
1141 Barton Street, Thunder Bay, ON  
Independently Owned & Operated

ROYAL LEPAGE  
**COMMERCIAL**



# PROPERTY OVERVIEW

**\$2,000,000.00**

## Property Overview

- Additional 4,212 SF Of Mezzanine
- Floors Estimated To Be Constructed On Concrete Strip Footings
- Floors Are Reinforced Concrete
- Masonry Block Construction With Interior Steel Frame Roof Support
- Flat Roof Design And Supported By Open Web Steel Joists And Steel Pan
- Original Building 1955 And Addition In 1973
- 6 Total Loading Docks With 2 Being Covered
- 18' Ceilings
- Led Light Upgrades
- Back Flow Installed In 2016
- The Building Is Regularly Maintained



# PROPERTY OVERVIEW

## Overview Of Building

- The South Loudon's Unit Is Divided Into Main Floor Office With Reception, Open Office Area, Two Private Offices, Break Room, A Lunch Room And Washrooms
- The Second Floor Office Area Is Developed With Five Private Offices And A Boardroom
- The Developed Area Is Located On The Open Storage Mezzanine And Is Reported To Occupy Approximately 2,000 SF Of The 4,212 SF Area
- Typical Finishing In This Area Is Painted Gypsum Board Walls, Suspended Ceiling And Vinyl Tile Flooring Or Carpet
- The Balance Of The Unit Is Warehousing With A Loading Dock
- An Enclosed  $\pm 4,468$  SF Freezer And  $\pm 2,427$  SF Cooler Are Located In The Warehouse
- Condenser Equipment For The Units Is Roof Mounted
- Typical Finish Consists Of Exposed Ceiling, Walls And Concrete Floors
- The Traditional Moving Unit Has An Office, Lunchroom, Washrooms, Mezzanine And Warehousing With Loading Dock
- Finishes Are Similar To The Loudon's Unit



# PROPERTY OVERVIEW

## Electrical

- The Building Has Two 400-Amp 120/208V Mains, One In The Each Section Of The Building
- An Exterior Pad-Mounted Transformer Is Located Adjacent The South Elevation
- The Loudon Unit Has Had Lighting Upgraded To Led Fixtures
- Interior Lighting In The Traditional Moving Warehouse/Office Is Provided By Florescent Fixtures
- Exterior Light In Provided By Wall-Mounted Led Down Flood Fixtures
- Other Items Typical To The Building Include, Exit Signage And Emergency Lighting With Battery Backup And Est Fire Panel



# PROPERTY OVERVIEW

## Heat / Air

- The South Loudon Office Areas Are Heated And Air-Conditioned By Two Mezzanine Lennox Gas Fired Forced Air Furnaces With Plenum Mounted A-Coils And Roof Mounted Condensers
- A Lennox Heat Recovery Ventilator Provides Make-Up Air For The Main Floor Office
- The Warehouse Sections Are Heated By Suspended Natural Gas-Fired Unit Heaters And A Single Gas Fired Infrared Radiant Heat Unit Above The Loading Dock
- Ceiling Fans Distribute The Air Throughout The Building
- The Traditional Moving Unit Is Heated With A Gas-Fired Boiler Located On The Mezzanine Area
- Heat Is Distributed By Wall Convector Boxes And Ceiling Mounted Suspended Units
- There Are Two Gas-Fired Suspended Unit Heaters In The North Loading Dock
- The Third Unit Was Not Viewed But Is Reported To Have A Gas Fired Suspended Unit Heater
- Units Are Partitioned But Due To The Height, Metal Grate Separates The Upper Portions Of The Partitions Allowing Air Flow



# PROPERTY OVERVIEW

## Water/Plumbing

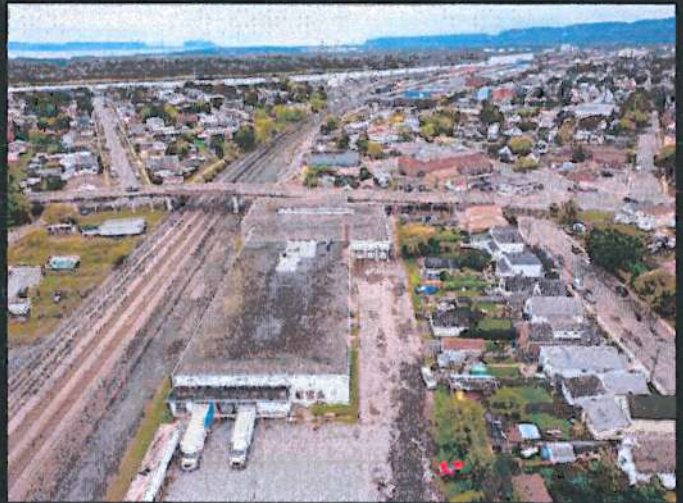
- The Building Is Connected To The Municipal Water And Sanitary Sewage Systems
- The Potable Supply Line Is A 3/4" Metered Connection
- Back Flow Prevention Has Been Installed As Required By City By-Law 060- 2007 (Dated 16 June 2016)
- The Building Is Sprinklered With A 6" Supply
- Hot Water Is Provided By Two 175l Gas-Fired Hot Water Tanks
- Washrooms In The Loudon Unit Consist Of Two Gender-Defined 2-Piece Washrooms On The Main Floor Office
- The Mens Has A Janitorial Slop Sink Included
- The Office Has A Lunchroom With Single S/S Sink
- The Traditional Moving Unit Has Two 2-Piece Washrooms And A Stainless Steel Sink In The Lunchroom
- A Laundry Type Sink Is Located In The Main Floor Washroom For Janitorial
- The Thunder Bay Compressor Unit Is Reported To Have A 2-Piece Washroom



# PROPERTY PHOTOS



# PROPERTY PHOTOS



# PROPERTY PHOTOS





# PROPERTY PHOTOS



# PROPERTY PHOTOS



# PROPERTY PHOTOS



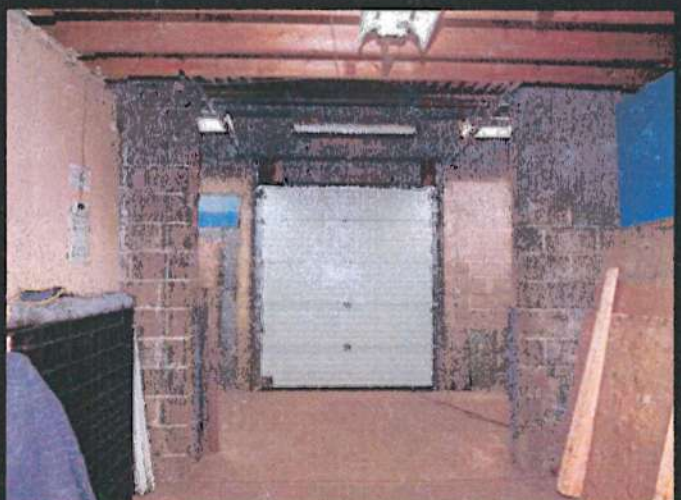
# PROPERTY PHOTOS



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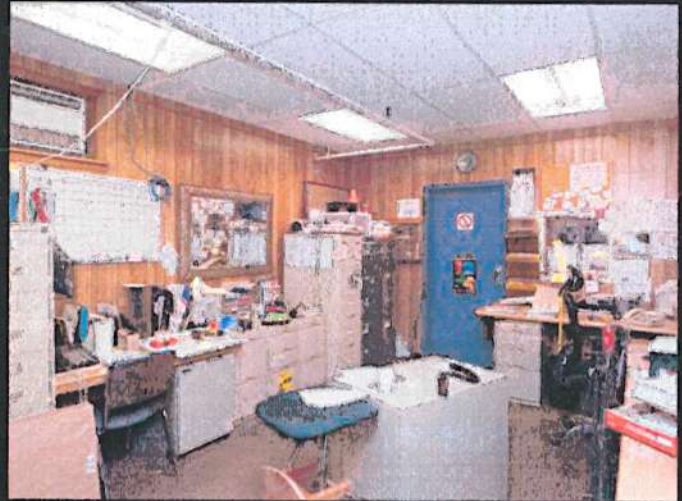
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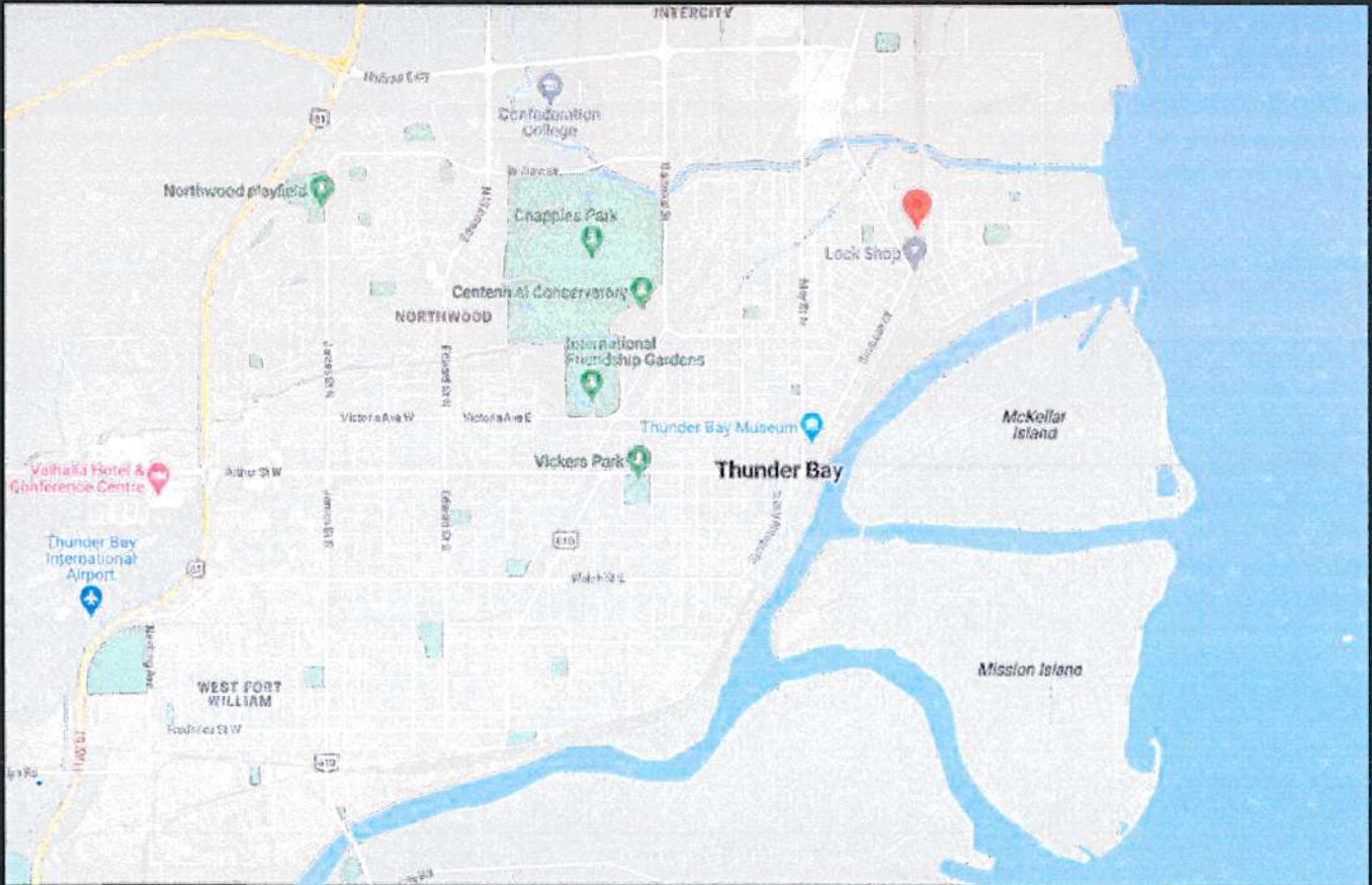




# LOT BOUNDARIES



# LOCATION MAP



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