

Court File No. CV-24-00723897-00CL

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

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,  
and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3,  
as amended*

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

**NATIONAL BANK OF CANADA**

Applicant

**- and -**

**COMMCACHE ASSET MANAGEMENT INC. and 52 LACROIX INC.**

Respondents

**APPLICATION RECORD**

July 24, 2024

**THORNTON GROUT FINNIGAN LLP**  
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100 Wellington Street West, Suite 3200  
Toronto, ON M5K 1K7  
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**Derek Harland** (LSO #79504N)  
Email: [dkharland@tgf.ca](mailto:dkharland@tgf.ca)

Lawyers for the Applicant,  
National Bank of Canada

**TO: THIS HONOURABLE COURT**  
**AND TO: COMMCACHE ASSET MANAGEMENT INC.**  
3665 Maple Grove Road  
Innisfil, ON L9S 3B1

**Attention: Benjamin Oakes**  
Email: [boakes@dominionlending.ca](mailto:boakes@dominionlending.ca)

**52 LACROIX INC.**  
3665 Maple Grove Road  
Innisfil, ON L9S 3B1

**Attention: Benjamin Oakes**  
Email: [boakes@dominionlending.ca](mailto:boakes@dominionlending.ca)



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# TAB 1



Court File No. \_\_\_\_\_

**ONTARIO  
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and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3,  
as amended*

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

**NATIONAL BANK OF CANADA**

Applicant

**- and -**

**COMMCACHE ASSET MANAGEMENT INC. and 52 LACROIX INC.**

Respondents

**NOTICE OF APPLICATION**

**TO THE RESPONDENTS:**

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

**THIS APPLICATION** will come on for a hearing (*choose one of the following*)

- ☐ In person
- ☐ By telephone conference
- ☒ By video conference, the details of which will be made available in CaseLines,

before a Judge presiding over the Ontario Superior Court of Justice (Commercial List) at 330 University Ave., Toronto, Ontario, on a date to be scheduled. Please advise if you intend to join the hearing by emailing Derek Harland at [dharland@tgf.ca](mailto:dharland@tgf.ca).

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

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

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

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

Issued by: \_\_\_\_\_  
Local Registrar

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

**TO: THIS HONOURABLE COURT**

**AND TO: COMMCACHE ASSET MANAGEMENT INC.**  
3665 Maple Grove Road  
Innisfil, ON L9S 3B1

**Attention: Benjamin Oakes**  
Email: [boakes@dominionlending.ca](mailto:boakes@dominionlending.ca)

**52 LACROIX INC.**  
3665 Maple Grove Road  
Innisfil, ON L9S 3B1

**Attention: Benjamin Oakes**  
Email: [boakes@dominionlending.ca](mailto:boakes@dominionlending.ca)

## APPLICATION

1. **THE APPLICANT**, National Bank of Canada (the “**Bank**”), makes an application for an Order (the “**Receivership Order**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”), among other things, to:
  - (a) abridge the time for service of this Notice of Application and the Application Record and dispense with further service thereof;
  - (b) appoint BDO Canada Limited (“**BDO**”) as the receiver (in such capacity, the “**Receiver**”) of the Commcache Real Property (as defined below) and the property, assets and undertakings of any nature whatsoever located on or used in connection with the ownership, operation, management, enjoyment, development or use of the Commcache Real Property (the “**Commcache Property**”) of Commcache Asset Management Inc. (“**Commcache**”) and of the real property municipally known as 52 Lacroix Street, Chatham, Ontario owned by 52 Lacroix Inc. (“**52 Lacroix**” and, together with Commcache, the “**Debtors**”), together with all buildings, structures, and improvements located on such lands, and all fixtures, rents and all other appurtenances thereto (the “**52 Lacroix Property**”, and together with the Commcache Property, the “**Property**”); and
  - (c) grant such further and other relief as this Honourable Court may deem just.

## THE GROUNDS FOR THE APPLICATION ARE:

### Overview

2. Pursuant to, *inter alia*, various credit agreements between the Debtors and the Bank, the Bank advanced secured mortgage facilities to the Debtors (the “**Credit Facilities**”).
3. The Credit Facilities are secured by, among other things, first-ranking mortgages on title to the Real Property (as defined below) and general security agreements in favour of the Bank granted by Commcache.
4. The Debtors have committed numerous defaults under the credit agreements with the Bank, including payment arrears under the mortgages, permitting two second-ranking mortgages and notices of assignment of rents to be registered against certain of the Real Property without the Bank’s prior written consent, failing to maintain a required insurance policy, and failing to remedy an overdraft of an account with the Bank. Due to defaults that exist and demands for payment having been issued, all amounts owing to the Bank have been accelerated and are now due and payable.
5. Benjamin Oakes (“**Oakes**”), the sole debtor and officer of the Debtors, has guaranteed the obligations of the Debtors to the Bank under the credit agreements.
6. On April 12, 2024 and June 19, 2024, the Bank issued demands for payment to Commcache (the “**Commcache Demands**”) and on April 12, 2024 and June 19, 2024, notices of intention to enforce security pursuant to section 244 of the BIA (the “**Commcache BIA Notices**”) were sent to Commcache. On June 19, 2024, the Bank issued demands for payment to 52 Lacroix (the “**52 Lacroix Demand**” and, together with the Commcache Demands, the “**Demands**”) and on June 19, 2024, notices of intention to enforce security

pursuant to section 244 of the BIA (the “**52 Lacroix BIA Notice**” and, together with the Commcache BIA Notices, the “**BIA Notices**”).

7. The Debtors have failed to repay their respective obligations. When the Demands were issued to Commcache, its indebtedness owing to the Bank as at June 17, 2024 was in the amount of \$8,424,023.68, together with all interest, legal and other fees and expenses incurred, to the date of payment (the “**Commcache Indebtedness**”). When the Demands were issued to 52 Lacroix, its indebtedness owing to the Bank as at June 17, 2024 was in the amount of \$395,935.58, together with all interest, legal and other fees and expenses incurred, to the date of payment (the “**52 Lacroix Indebtedness**” and, together with the Commcache Indebtedness, the “**Indebtedness**”).
8. The Bank holds security in respect of the Indebtedness, including first-ranking mortgages and general security agreements, which include the contractual right to seek the appointment of the Receiver over the Property in the event of a default.
9. The Bank has lost confidence in the capability of the Debtors’ current management to effectively manage the business and affairs of the Debtors. The Debtors have failed to be transparent with the Bank and have ignored the Bank’s requests for information. The Bank is not satisfied with the Debtors’ attempts to refinance the Indebtedness and the Debtors have failed to provide any proof of credible financing sources or funds that would be sufficient to either bring the Debtors current or fully repay the Indebtedness.
10. It is just and convenient that BDO be appointed as the Receiver over the Property of the Debtors, to realize on the Property for the benefit of all creditors.



## Debtors

11. Commcache is a corporation existing under the laws of Ontario and maintains its registered head office at 3665 Maple Grove Road, Innisfil, Ontario. Commcache's primary business activity is the commercial leasing of real property. Commcache owns the real properties municipally known as (i) 45 Hartman Avenue, Sudbury, Ontario, (ii) 199-215 John Street East, Blenheim, Ontario, (iii) 220-222 King Street, Sudbury, Ontario, and (iv) 800 Howard Avenue/581 Cataraqui, Windsor, Ontario.
12. 52 Lacroix is a single-purpose real estate holding company existing under the laws of Ontario and maintains its registered head office at 3665 Maple Grove Road, Innisfil, Ontario. 52 Lacroix's primary business activity is the commercial leasing of real property. 52 Lacroix owns the 52 Lacroix Property.

## The Mortgages

13. Pursuant to various credit agreements (collectively, the "**Commcache Credit Agreements**"), the Bank has made the following Credit Facilities available to Commcache:
  - (a) pursuant to the credit agreement dated May 18, 2021, the demand \$2,100,000 mortgage facility in respect of the property municipally known as 45 Hartman Avenue, Sudbury, Ontario (the "**Hartman Avenue Property**");
  - (b) pursuant to the credit agreement dated February 2, 2022, the demand \$1,818,000 mortgage facility in respect of the property municipally known as 199-215 John Street East, Blenheim, Ontario (the "**John Street Property**");

- (c) pursuant to the credit agreement dated May 8, 2023, the demand \$2,460,000 mortgage facility in respect of the property municipally known as 220 King Street, Sudbury, Ontario (the “**King Street Property**”); and
  - (d) pursuant to the credit agreement dated July 13, 2023, the demand \$3,240,000 mortgage facility in respect of the property municipally known as 800 Howard Avenue and 581 Cataraqui, Windsor, Ontario (the “**Windsor Property**” and, collectively with the Hartman Avenue Property, the John Street Property and the King Street Property, the “**Commcache Real Property**”).
14. Pursuant to a credit agreement dated December 17, 2020 (the “**52 Lacroix Credit Agreement**” and, together with the Commcache Credit Agreements, the “**Credit Agreements**”), the Bank has made available to 52 Lacroix the demand \$580,000 mortgage facility in respect of the 52 Lacroix Property (together with the Commcache Real Property, and as more particularly described in **Schedule “A”** hereto, the “**Real Property**”).

#### **Security Held by the Applicant**

15. As security for all of its obligations to the Bank, Commcache has granted to the Bank, among other things, the following security:
- (a) a first-ranking mortgage on the Hartman Avenue Property in the principal amount of \$2,100,000 registered on June 22, 2021 in the Land Registry Office for the Land Titles Division of Sudbury (LRO #53) as Instrument No. SD424534 (the “**Hartman Mortgage**”);
  - (b) a first-ranking mortgage on the John Street Property in the principal amount of \$1,818,000 registered on March 4, 2022 in the Land Registry Office for the Land

Titles Division of Kent County (LRO #24) as Instrument No. CK203148 (the “**John Street Mortgage**”);

- (c) a first-ranking mortgage on the King Street Property in the principal amount of \$2,460,000 registered on May 25, 2023 in the Land Registry Office for the Land Titles Division of Sudbury (LRO #53) as Instrument No. SD476145 (the “**King Street Mortgage**”);
- (d) a first-ranking mortgage on the Windsor Property in the principal amount of \$3,240,000 registered on August 4, 2023 in the Land Registry Office for the Land Titles Division of Essex (LRO #12) as Instrument No. CE1146073 (the “**Windsor Mortgage**”);
- (e) a first-ranking security interest on all personal property and assets located on or used in connection with the Commcache Real Property, including pursuant to general security agreements (the “**GSAs**”); and
- (f) general assignments of rents and leases registered on title to the Hartman Avenue Property, the John Street Property, the King Street Property and the Windsor Property.

16. As security for all of its obligations to the Bank, 52 Lacroix has granted to the Bank, among other things:

- (a) a first-ranking mortgage on the 52 Lacroix Property in the principal amount of \$580,000 registered on January 7, 2021 in the Land Registry Office for the Land Titles Division of Kent County (LRO #24) as Instrument No. CK182635 (the “**52 Lacroix Mortgage**” and, collectively with the Hartman Mortgage, the John

Street Mortgage, the King Street Mortgage and the Windsor Mortgage, the “**Mortgages**”); and

(b) a general assignment of rents and leases registered on title to the 52 Lacroix Property.

17. Pursuant to the Mortgages and the GSAs, the Bank is entitled to appoint a receiver over the Commcache Property and the 52 Lacroix Property of Commcache and 52 Lacroix, respectively, upon the occurrence of any event of default.

18. The Mortgages are registered on title to the Real Property. The Bank has perfected its security interests by way of registrations against each of the Debtors pursuant to the *Personal Property Security Act* (Ontario).

19. In addition to the Mortgages registered on title, there are second mortgagees that are registered on title to the Hartman Avenue Property, the 52 Lacroix Property and the John Street Property.

### **The Guarantees**

20. Oakes has provided the following guarantees in favour of the Bank which guarantee Commcache’s obligations to the Bank:

(a) the guarantee in the amount of \$1,575,000 in respect of the Hartman Mortgage dated June 13, 2021;

(b) the guarantee in the amount of \$1,818,000 in respect of the John Street Mortgage dated February 25, 2022;

- (c) the guarantee in the amount of 40% of the obligations of Commcache to the Bank in respect of the King Street Mortgage dated May 8, 2023; and
  - (d) the guarantee in the amount of \$2,901,285,000 in respect of the Windsor Mortgage dated August 4, 2023 (collectively, the “**Commcache Guarantees**”).
21. Oakes provided a guarantee in the amount of \$435,000 in respect of the 52 Lacroix Mortgage dated December 30, 2020 (the “**52 Lacroix Guarantee**” and, together with the Commcache Guarantees, the “**Guarantees**”).

### **The Defaults**

22. The Debtors have committed numerous defaults under the Credit Agreements and the security documents, including but not limited to:
- (a) Commcache granted two-second ranking mortgages and notices of assignment of rents against each of the Hartman Property and the John Street Property without the Bank’s prior written knowledge or consent;
  - (b) the second-ranking mortgagees in respect of each of the Hartman Property and the John Street Property have taken enforcement steps in respect thereof, including pursuant to separate Notices of Sale Under Mortgage dated February 20, 2024 and January 18, 2024, respectively;
  - (c) Commcache’s insurance policy #4001331000 with Co-operators General Insurance Company has been cancelled as a result of non-payment;
  - (d) Commcache has caused an overdraft (the “**Overdraft**”) of its commercial account with the Bank in the amount of \$74,641.90;

- (e) Commcache and 52 Lacroix have each failed to make monthly payments when due in respect of the Credit Facilities; and
- (f) 52 Lacroix has permitted property tax arrears of \$5,908.89 to accumulate in respect of the Real Property.

### **Necessity for the Appointment of the Receiver**

23. The appointment of the Receiver is necessary and appropriate as a result of the following:

- (a) the Bank does not have confidence in the Debtors' management;
- (b) the Mortgages and GSAs expressly provide for the appointment of a receiver upon default thereunder;
- (c) the Debtors are in default of their obligations to the Bank;
- (d) notwithstanding the issuance of the Demands and the BIA Notices, the Debtors have failed to repay their Indebtedness;
- (e) the Bank has lost confidence in the ability of the Debtors to repay the Indebtedness absent the appointment of a Receiver by the Court;
- (f) the Debtors have failed to provide information and documents requested by the Bank on a timely basis and have become non-responsive to the Bank;
- (g) the Debtors have not obtained additional financing and have not paid any of the amounts outstanding to the Bank. The Debtors have had ample time to cure the defaults, refinance its obligations owing to the Bank or propose another commercially reasonable solution that is acceptable to the Bank;
- (h) the statutory ten-day period under the BIA has expired;

- (i) the proposed Receiver is experienced in Canadian insolvency proceedings, including with respect to real property in particular;
- (j) the proposed Receiver would report to the court and all stakeholders to ensure transparency and orderliness; and
- (k) it is just and convenient to appoint the Receiver.

24. BDO has consented to act as the Receiver.

**Appropriate for Matter to be Heard on the Commercial List**

25. The Real Property is located across various municipalities and regions in Ontario, including Sudbury, Windsor and Chatham-Kent. There would be significant inefficiencies resulting if the Bank were required to bring applications in separate judicial districts, to the detriment of the Bank and the other creditors of the Debtors. Toronto is roughly equidistant between Windsor and Sudbury, and a centralized proceeding is the most efficient and cost-effective means to address the receivership application.
26. Given the significant value of the debt outstanding, the potential complexities of the case, Toronto's central location vis-à-vis the Real Property locations, it is appropriate for this matter to be heard on the Commercial List.
27. The locality of the Debtors is in Ontario and this application is properly before the Ontario Superior Court of Justice (Commercial List). As a receivership application under the BIA, this is a matter that is mandatory to be brought on the Commercial List.

***Rules & Statutes***

28. Rules 1.04, 2.03, 3.02, 14.05(2), 14.05(3)(h), 16, and 41 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended.
29. The provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, including s. 243(1) thereof, and the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended, including s.101 thereof, and the inherent and equitable jurisdiction of this Court.
30. Such other grounds as this Honourable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the application:

31. the Affidavit of Alexandre Cyr, to be sworn;
32. the Consent of BDO to act as Receiver; and
33. such other material as this Honourable Court may permit.

July 16, 2024

**THORNTON GROUT FINNIGAN LLP**  
TD West Tower, Toronto-Dominion Centre  
100 Wellington Street West, Suite 3200  
Toronto, ON M5K 1K7  
Tel: (416) 304-1616

**Puya Fesharaki** (LSO #70588L)  
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Lawyers for the Applicant,  
National Bank of Canada



**Schedule “A”**

**Real Property**

**Commcache Real Property**

**PIN02135-0217 (LT):** LT 60, BLK B PLAN 3SA CITY OF SUDBURY, municipally known as 45 Hartman Ave, Sudbury, Ontario;

**PIN00927-0470 (LT):** LOTS 5 AND 6, PART LOTS 9, 10 PLAN 104, PART PARK LOT 2 PLAN 105, DESIGNATED AS PART 1, 24R 5838; BLENHEIM, municipally known as 199-215 John Street East, Blenheim, Ontario;

**PIN02131-0156 (LT):** LTS 161 TO 163 PLAN 18SB CITY OF SUDBURY, municipally known as 220-222 King Street, Sudbury, Ontario; and

**PIN01167-0250 (LT):** PT LOT 5 BLOCK D PLAN 134 WINDSOR AS IN R1401500; WINDSOR, municipally known as 800 Howard Avenue, Windsor, Ontario.

**52 Lacroix Property**

**PIN00522-0134 (LT):** LT 8 PL 244; CHATHAM-KENT, municipally known as 52 Lacroix Street, Chatham, Ontario.

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended*

<b>NATIONAL BANK OF CANADA</b>	- and -	<b>COMMCACHE ASSET MANAGEMENT INC. and 52 LACROIX INC.</b>
Applicant		Respondents

Court File No.

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

Proceedings commenced at Toronto, Ontario

**NOTICE OF APPLICATION**

**Thornton Grout Finnigan LLP**  
TD West Tower, Toronto-Dominion Centre  
100 Wellington Street West, Suite 3200  
Toronto, ON M5K 1K7  
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**Puya Fesharaki** (LSO# 70588L)  
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Email: [dkharland@tgf.ca](mailto:dkharland@tgf.ca)

Lawyers for the Applicant,  
National Bank of Canada

# TAB 2

Court File No. CV-24-00723897-00CL

**ONTARIO  
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and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3,  
as amended*

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

**NATIONAL BANK OF CANADA**

Applicant

**- and -**

**COMMCACHE ASSET MANAGEMENT INC. and 52 LACROIX INC.**

Respondents

**AFFIDAVIT OF ALEXANDRE CYR**  
(Sworn July 24, 2024)

I, **ALEXANDRE CYR**, of the City of Montreal, in the Province of Quebec, **MAKE  
OATH AND SAY AS FOLLOWS:**

1. I am the Senior Manager, Special Loans at National Bank of Canada (the “**Bank**”) and, as such, I have knowledge of the matters to which I depose herein. Where I have relied on other sources for information, I have stated the source of my information and I believe such information to be true.
2. This affidavit is sworn:
  - (a) in support of an application brought by the Bank for an order (the “**Receivership Order**”), among other things:

(i) appointing BDO Canada Limited (“**BDO**”) as the receiver (in such capacity, the “**Receiver**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) and section 101 of the *Courts of Justice Act* (Ontario), over

(1) the Commcache Real Property (as defined below) and the property, assets and undertakings of any nature whatsoever located on, arising from or used in connection with the ownership, operation, management, enjoyment, development or use of the Commcache Real Property (the “**Commmcache Property**”) of Commcache Asset Management Inc. (“**Commmcache**”), and

(2) the real property municipally known as 52 Lacroix Street, Chatham, Ontario owned by 52 Lacroix Inc. (“**52 Lacroix**” and, together with Commcache, the “**Debtors**”), together with all buildings, structures, and improvements located on such lands, and all fixtures, rents and all other appurtenances thereto (the “**52 Lacroix Property**”, and together with the Commcache Property, the “**Property**”).

3. All references to monetary amounts in this affidavit are in Canadian dollars unless noted otherwise.

## **I. OVERVIEW**

4. As described in greater detail below, the Bank advanced loans to the Debtors pursuant to various Credit Agreements (as defined below) secured by, among other things, first-

ranking mortgages on title to the Real Property (as defined below) and general security agreements in favour of the Bank.

5. The Debtors have committed numerous defaults under the Credit Agreements with the Bank, including payment arrears under the mortgages, permitting two second-ranking mortgages and notices of assignment of rents to be registered against certain of the Real Property without the Bank's prior written consent, failing to maintain a required insurance policy, and failing to remedy an overdraft of an account with the Bank. Due to defaults that exist and demands for payment having been issued, all amounts owing to the Bank have been accelerated and are now due and payable.
6. The total amount due and owing by Commcache under the Credit Agreements as of June 17, 2024, is \$8,424,023.68, together with all interest, legal and other fees and expenses incurred until repaid in full (the "**Commcache Indebtedness**").
7. The total amount due and owing by 52 Lacroix under the Credit Agreement as of June 17, 2024, is \$395,935.58, together with all interest, legal and other fees and expenses incurred until repaid in full (the "**52 Lacroix Indebtedness**" and, together with the Commcache Indebtedness, the "**Indebtedness**").
8. The mortgages and general security agreements expressly authorize the appointment of a receiver by the Bank over the Property in the event of a default.
9. Despite the Bank having issued demands, the Debtors have failed to repay their respective obligations. The Bank has lost confidence in the capability of current management of the Debtors to effectively manage the business and affairs of the Debtors. The Debtors have

failed to be transparent with the Bank and have ignored the Bank's requests for information. The Bank is not satisfied with the Debtors' attempts to refinance the Indebtedness and the Debtors have failed to provide any proof of credible financing sources or funds that would be sufficient to either bring the Debtors current or fully repay the Indebtedness.

10. It is just and convenient that BDO be appointed as the Receiver over the Property of the Debtors, to realize on the Property for the benefit of all creditors.

## **II. THE DEBTORS**

11. Commcache is a corporation existing under the laws of Ontario and was incorporated under the *Business Corporations Act* (Ontario) ("**OBCA**") on September 19, 2019. It maintains its registered office at 3665 Maple Grove Road, Innisfil, Ontario, L9S 3B1, Canada. Commcache's primary business activity is the commercial leasing of real property. The sole director and officer of Commcache is Benjamin Oakes ("**Oakes**"). A copy of the corporate search in respect of Commcache is attached hereto as **Exhibit "A"**.

12. 52 Lacroix is a corporation existing under the laws of Ontario and was incorporated under the OBCA on November 16, 2020. It maintains its registered office at 3665 Maple Grove Road, Innisfil, Ontario, L9S 3B1, Canada. 52 Lacroix is a single-purpose real estate holding company and owns the real property municipally known as 52 Lacroix Street, Chatham-Kent, Ontario. The only director and officer of 52 Lacroix is Oakes. A copy of the corporate search in respect of 52 Lacroix is attached hereto as **Exhibit "B"**.

## **III. THE MORTGAGES AND REAL PROPERTY**

13. Pursuant to various credit agreements (collectively, the "**Commmcache Credit Agreements**"), the Bank has made the following credit facilities available to Commcache:

- (a) pursuant to the credit agreement dated May 18, 2021, the demand \$2,100,000 mortgage facility in respect of the property municipally known as 45 Hartman Avenue, Sudbury, Ontario (the “**Hartman Property**”);
  - (b) pursuant to the credit agreement dated February 2, 2022, the demand \$1,818,000 mortgage facility in respect of the property municipally known as 199-215 John Street East, Blenheim, Ontario (the “**John Street Property**”);
  - (c) pursuant to the credit agreement dated May 8, 2023, the demand \$2,460,000 mortgage facility in respect of the property municipally known as 220 King Street, Sudbury, Ontario (the “**King Street Property**”); and
  - (d) pursuant to the credit agreement dated July 13, 2023, the demand \$3,240,000 mortgage facility in respect of the property municipally known as 800 Howard Avenue and 581 Cataraqui, Windsor, Ontario (the “**Windsor Property**” and, together with the Hartman Property, the John Street Property and the King Street Property, the “**Commcache Real Property**”),
- copies of the Commcache Credit Agreements are attached hereto as **Exhibits “C”, “D”, “E”, and “F”,** respectively.
14. Pursuant to a credit agreement dated December 17, 2020 (the “**52 Lacroix Credit Agreement**” and, together with the Commcache Credit Agreements, the “**Credit Agreements**”), the Bank has made available to 52 Lacroix the demand \$580,000 mortgage facility in respect of the property municipally known as 52 Lacroix Street, Chatham-Kent, Ontario (the “**52 Lacroix Property**” and, collectively with the Hartman Property, the John Street Property, the King Street Property and the Windsor Property, all as more particularly



described in Schedule “A” hereto, the “**Real Property**”). A copy of the 52 Lacroix Credit Agreement is attached hereto as **Exhibit “G”**.

15. As security for all of its obligations to the Bank, Commcache has granted to the Bank, among other things, the following security:
- (a) a first-ranking mortgage on the Hartman Property in the principal amount of \$2,100,000 registered on June 22, 2021 in the Land Registry Office for the Land Titles Division of Sudbury (LRO #53) as Instrument No. SD424534 (the “**Hartman Mortgage**”);
  - (b) a first-ranking mortgage on the John Street Property in the principal amount of \$1,818,000 registered on March 4, 2022 in the Land Registry Office for the Land Titles Division of Kent County (LRO #24) as Instrument No. CK203148 (the “**John Street Mortgage**”);
  - (c) a first-ranking mortgage on the King Street Property in the principal amount of \$2,460,000 registered on May 25, 2023 in the Land Registry Office for the Land Titles Division of Sudbury (LRO #53) as Instrument No. SD476145 (the “**King Street Mortgage**”);
  - (d) a first-ranking mortgage on the Windsor Property in the principal amount of \$3,240,000 registered on August 4, 2023 in the Land Registry Office for the Land Titles Division of Essex (LRO #12) as Instrument No. CE1146073 (the “**Windsor Mortgage**”);
  - (e) a first-ranking security interest on all personal property, assets and undertakings whatsoever located on or used in connection with the ownership, operation,

management, enjoyment, development or use of the Commcache Real Property, including pursuant to general security agreements (the “**GSAs**”); and

- (f) general assignments of rents and leases registered on title to the Hartman Property, the John Street Property, the King Street Property and the Windsor Property.

16. As security for all of its obligations to the Bank, 52 Lacroix has granted to the Bank, among other things:

- (a) a first-ranking mortgage on the 52 Lacroix Property in the principal amount of \$580,000 registered on January 7, 2021 in Land Registry Office #24 as Instrument No. CK182635 (the “**52 Lacroix Mortgage**” and, collectively with the Hartman Mortgage, the John Street Mortgage, the King Street Mortgage and the Windsor Mortgage, the “**Mortgages**”); and
- (b) a general assignment of rents and leases registered on title to the 52 Lacroix Property.

17. Pursuant to the Mortgages and the GSAs, the Bank is entitled to appoint a receiver over the Commcache Property and the 52 Lacroix Property upon the occurrence of any event of default. The Mortgages all incorporate standard charge terms by reference. Copies of the Mortgages and the relevant standard charge terms are attached hereto as **Exhibit “H”** and copies of the GSAs are attached hereto as **Exhibit “I”**.

18. The Bank’s security interests against each of the Debtors have been properly registered pursuant to the Ontario personal property security regime. Copies of searches against each of the Debtors under the Ontario Personal Property Registry are attached hereto as **Exhibit “J”**.

19. The Mortgages are registered on title to the Real Property. Copies of the parcel searches in respect of the Real Property are attached hereto as **Exhibit “K”**.
20. As reflected on the parcel searches, in addition to the Mortgages registered on title, there are second mortgagees that are registered on title to the Hartman Property, the 52 Lacroix Property and the John Street Property.

#### **IV. THE GUARANTEES**

21. Oakes has provided the following guarantees in favour of the Bank which guarantee Commcache’s obligations to the Bank:
  - (a) the guarantee in the amount of \$1,575,000 in respect of the Hartman Mortgage dated June 13, 2021;
  - (b) the guarantee in the amount of \$1,818,000 in respect of the John Street Mortgage dated February 25, 2022;
  - (c) the guarantee in the amount of 40% of the obligations of Commcache to the Bank in respect of the King Street Mortgage dated May 8, 2023; and
  - (d) the guarantee in the amount of \$2,901,285 in respect of the Windsor Mortgage dated August 4, 2023 (collectively, the “**Commcache Guarantees**”).
22. Oakes also provided a guarantee in the amount of \$435,000 in respect of the 52 Lacroix Mortgage dated December 30, 2020 (the “**52 Lacroix Guarantee**” and, together with the Commcache Guarantees, the “**Guarantees**”).
23. The Guarantees are payable on demand. The Bank has demanded on the Guarantees from Oakes.

**V. DEFAULTS UNDER MORTGAGES**

24. The Debtors have committed numerous defaults under the Credit Agreements, the Mortgages and the GSAs. These defaults include, but are not limited to (the “**Defaults**”):
- (a) permitting three second-ranking mortgages and notices of assignment of rents to be registered against each of the Hartman Property, the John Street Property and the 52 Lacroix Property without the Bank’s prior written consent;
  - (b) permitting the second-ranking mortgagees in respect of each of the Hartman Property and the John Street Property to take enforcement steps in respect thereof, including pursuant to separate Notices of Sale Under Mortgage dated February 20, 2024 and January 18, 2024, respectively. Copies of the Notices of Sale Under Mortgage are attached hereto as **Exhibit “L”**;
  - (c) failing to maintain the required insurance policy #4001331000 with Co-operators General Insurance Company as a result of non-payment. A copy of the notice from the insurer advising of same is attached hereto as **Exhibit “M”**;
  - (d) causing an overdraft (the “**Overdraft**”) of its commercial account with the Bank in the amount of \$83,198.99; and
  - (e) failing to make the monthly payments when due in respect of the Credit Facilities.
25. As a result of the Defaults committed by Commcache, the Bank delivered demands for payment to Commcache on April 12, 2024 and June 19, 2024 (the “**Commcache Demands**”) and delivered notices of intention to enforce security pursuant to section 244 of the BIA to Commcache on April 12, 2024 and June 19, 2024 (the “**Commcache BIA**”).

**Notices**”). Copies of the Commcache Demands are attached hereto as **Exhibit “N”** and copies of the Commcache BIA Notices are attached hereto as **Exhibit “O”**.

26. On June 19, 2024, the Bank issued demands for payment to 52 Lacroix (the “**52 Lacroix Demand**” and, together with the Commcache Demands, the “**Demands**”) and on June 19, 2024, notices of intention to enforce security pursuant to section 244 of the BIA (the “**52 Lacroix BIA Notice**” and, together with the Commcache BIA Notices, the “**BIA Notices**”). A copy of the 52 Lacroix Demand is attached hereto as **Exhibit “P”** and a copy of the 52 Lacroix BIA Notice is attached hereto as **Exhibit “Q”**.
27. Following the delivery of the demands to Commcache on April 12, 2024, I attempted to work with Oakes to reach an amicable resolution of the Defaults and allow Commcache to return to compliance with the Commcache Credit Agreements.
28. On April 25, 2024, Oakes and I were scheduled to speak on a telephone call to discuss Commcache’s indebtedness and Defaults. Oakes failed to attend. As a result, I wrote to Mr. Oakes confirming his failure to attend and advising him that the Bank has serious and increasing concerns about Commcache’s operations and lack of transparency. A copy of my email is attached hereto as **Exhibit “R”**.
29. On April 29, 2024, Oakes reached out to me and we spoke on the phone that day along with my colleague Julio Lugo. On that call, Oakes advised me that all arrears under the Commcache Credit Agreements and the Overdraft would be paid no later than May 10, 2024. On that basis, the Bank was prepared to consider a forbearance on terms acceptable to the Bank. A copy of my email confirming this discussion is attached hereto as **Exhibit “S”**.

30. Oakes failed to make any payments by May 10, 2024. On May 13, 2024, I wrote to Oakes and confirmed that the Bank had not received any payments from the Debtors or updates from Oakes and that if payment was not received by end of day, the Bank would take enforcement steps. A copy of my email is attached hereto as **Exhibit “T”**.
31. Since that date, the Debtors have failed to make any payments to the Bank.

## **VI. NECESSITY FOR THE APPOINTMENT OF A RECEIVER**

32. In the circumstances, the appointment of a receiver over the Property is necessary and appropriate for at least the following reasons:
- (a) the Bank has no confidence in the Debtor’s management, given the lack of transparency and communication, as described herein;
  - (b) the Mortgages and GSAs expressly provide for the appointment of a receiver upon default thereunder;
  - (c) the Debtors have repeatedly defaulted on their obligations under the Credit Agreements and the Mortgages, as described herein. These Defaults have not been remedied;
  - (d) notwithstanding the issuance of the Demands and the BIA Notices, the Debtors have failed to repay their Indebtedness, despite representations from Oakes that the debt would either be repaid or brought current;
  - (e) the Bank has lost confidence in the ability of the Debtors to fully repay the Indebtedness absent the appointment of a Receiver by the Court;

- (f) the Debtors have failed to provide information and documents requested by the Bank on a timely basis and have become non-responsive to the Bank;
  - (g) the Debtors have not obtained additional financing and have not paid any of the amounts outstanding to the Bank. The Debtors have had ample time to cure the Defaults, refinance its obligations owing to the Bank or propose another commercially reasonable solution that is acceptable to the Bank;
  - (h) the statutory ten-day period under the BIA has expired;
  - (i) the proposed Receiver is experienced in Canadian insolvency proceedings, and with real property in particular;
  - (j) the proposed Receiver would report to the court and all stakeholders to ensure transparency and orderliness; and
  - (k) it is just and convenient to appoint the Receiver.
33. BDO is prepared to act as the Receiver. I am advised by Puya Fesharaki of Thornton Grout Finnigan LLP, our counsel herein, that BDO is a “licensed trustee” as such term is defined in the BIA and has extensive experience in Canadian insolvency proceedings. A copy of BDO’s consent to act as the Receiver is attached hereto as **Exhibit “U”**.
34. The Bank is prepared to provide interim financing to the Receiver in the form of Receiver’s Certificates, as provided for in the draft appointment order, subject to being satisfied as to the funding requirements.

## VII. CONCLUSION

35. I make this affidavit in support of the application brought by the Bank for the appointment of the Receiver and for no other or improper purpose.

**SWORN** before me, by **ALEXANDRE CYR**, in the City of Montreal in the Province of Quebec this 24th day of July, 2024 in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely*.



Commissioner for Taking Affidavits  
(or as may be)



ALEXANDRE CYR



**SCHEDULE “A”  
Real Property**

**Commcache Real Property**

**PIN02135-0217 (LT):** LT 60, BLK B PLAN 3SA CITY OF SUDBURY, municipally known as 45 Hartman Ave, Sudbury, Ontario;

**PIN00927-0470 (LT):** LOTS 5 AND 6, PART LOTS 9, 10 PLAN 104, PART PARK LOT 2 PLAN 105, DESIGNATED AS PART 1, 24R 5838; BLENHEIM, municipally known as 199-215 John Street East, Blenheim, Ontario;

**PIN02131-0156 (LT):** LTS 161 TO 163 PLAN 18SB CITY OF SUDBURY, municipally known as 220-222 King Street, Sudbury, Ontario; and

**PIN01167-0250 (LT):** PT LOT 5 BLOCK D PLAN 134 WINDSOR AS IN R1401500; WINDSOR, municipally known as 800 Howard Avenue, Windsor, Ontario.

**52 Lacroix Property**

**PIN00522-0134 (LT):** LT 8 PL 244; CHATHAM-KENT, municipally known as 52 Lacroix Street, Chatham, Ontario.

This is Exhibit "A" referred to in the  
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the  
City of Montreal, in the Province of Quebec, before me at the  
City of Toronto, in the Province of Ontario,  
this 24th day of July, 2024 in accordance with  
*O. Reg. 431/20, Administering Oath or Declaration Remotely.*



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A Commissioner for taking affidavits



Ministry of Public and  
Business Service Delivery

## Profile Report

COMMCACHE ASSET MANAGEMENT INC. as of July 22, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	COMMCACHE ASSET MANAGEMENT INC.
Ontario Corporation Number (OCN)	2717503
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	September 19, 2019
Registered or Head Office Address	3665 Maple Grove Road, Innisfil, Ontario, L9S 3B1, Canada

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

*V. Quintanilla W.*

Director/Registrar

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

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	BEN OAKES
Address for Service	3665 Maple Grove Road, Innisfil, Ontario, L9S 3B1, Canada
Resident Canadian	Yes
Date Began	September 19, 2019

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

*V. Quintanilla W.*

Director/Registrar

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**Active Officer(s)**

<b>Name</b>	BEN OAKES
<b>Position</b>	President
<b>Address for Service</b>	3665 Maple Grove Road, Innisfil, Ontario, L9S 3B1, Canada
<b>Date Began</b>	September 19, 2019

<b>Name</b>	BEN OAKES
<b>Position</b>	Secretary
<b>Address for Service</b>	3665 Maple Grove Road, Innisfil, Ontario, L9S 3B1, Canada
<b>Date Began</b>	September 19, 2019

<b>Name</b>	BEN OAKES
<b>Position</b>	Treasurer
<b>Address for Service</b>	3665 Maple Grove Road, Innisfil, Ontario, L9S 3B1, Canada
<b>Date Began</b>	September 19, 2019

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

*V. Quintanilla W.*

Director/Registrar

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## Corporate Name History

Name

Effective Date

COMMCACHE ASSET MANAGEMENT INC.

September 19, 2019

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

*V. Quintanilla W.*

Director/Registrar

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#### Active Business Names

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

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

*V. Quintanilla W.*

Director/Registrar

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### Expired or Cancelled Business Names

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

*V. Quintanilla W.*

Director/Registrar

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## Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: Ben OAKES	February 26, 2022
Annual Return - 2020 PAF: BENJAMIN OAKES - DIRECTOR	September 06, 2020
CIA - Initial Return PAF: BEN OAKES - DIRECTOR	November 05, 2019
BCA - Articles of Incorporation	September 19, 2019

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

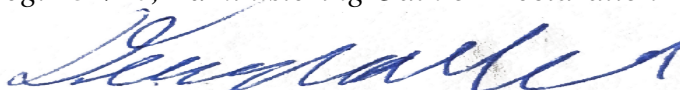
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Director/Registrar

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This is Exhibit "B" referred to in the  
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the  
City of Montreal, in the Province of Quebec, before me at the  
City of Toronto, in the Province of Ontario,  
this 24th day of July, 2024 in accordance with  
*O. Reg. 431/20, Administering Oath or Declaration Remotely.*



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A Commissioner for taking affidavits



Ministry of Public and  
Business Service Delivery

## Profile Report

52 LACROIX INC. as of July 22, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	52 LACROIX INC.
Ontario Corporation Number (OCN)	2792626
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	November 16, 2020
Registered or Head Office Address	Attention/Care of BENJAMIN OAKES, 3665 Maple Grove Road, Innisfil, Ontario, L9S 3B1, Canada

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

*V. Quintanilla W.*

Director/Registrar

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Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	BENJAMIN OAKES
Address for Service	3665 Maple Grove Road, Innisfil, Ontario, L9S 3B1, Canada
Resident Canadian	Yes
Date Began	November 16, 2020

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

*V. Quintanilla W.*

Director/Registrar

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Active Officer(s)

Name	BENJAMIN OAKES
Position	President
Address for Service	3665 Maple Grove Road, Innisfil, Ontario, L9S 3B1, Canada
Date Began	November 16, 2020

Name	BENJAMIN OAKES
Position	Secretary
Address for Service	3665 Maple Grove Road, Innisfil, Ontario, L9S 3B1, Canada
Date Began	November 16, 2020

Name	BENJAMIN OAKES
Position	Treasurer
Address for Service	3665 Maple Grove Road, Innisfil, Ontario, L9S 3B1, Canada
Date Began	November 16, 2020

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

*V. Quintanilla W.*

Director/Registrar

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## Corporate Name History

Name

52 LACROIX INC.

Effective Date

November 16, 2020

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

*V. Quintanilla W.*

Director/Registrar

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#### Active Business Names

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

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

*V. Quintanilla W.*

Director/Registrar

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### Expired or Cancelled Business Names

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

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

*V. Quintanilla W.*

Director/Registrar

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## Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: BENJAMIN OAKES - DIRECTOR	December 29, 2020
CIA - Initial Return PAF: BENJAMIN OAKES - DIRECTOR	November 16, 2020
BCA - Articles of Incorporation	November 16, 2020

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

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

*V. Quintanilla W.*

Director/Registrar

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This is Exhibit "C" referred to in the  
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the  
City of Montreal, in the Province of Quebec, before me at the  
City of Toronto, in the Province of Ontario,  
this 24th day of July, 2024 in accordance with  
*O. Reg. 431/20, Administering Oath or Declaration Remotely.*



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A Commissioner for taking affidavits

200-920 Boul. St-Joseph, Gatineau(QC) J8Z-1S9  
Address of branch or business centre (the "Bank")

2021 05 18  
Date (YYYY MM DD)

Name and address of the "Borrower": Commcache Asset Management INC  
3665 Maple Grove Road  
Innisfil, Ontario  
L9S 3B1

**RE:** Offer of mortgage financing

Dear Sir,

National Bank of Canada (the "Bank") is pleased to offer the Borrower mortgage financing for a maximum of \$1 575 000.00 (the "Loan")  
with respect to the property located at 45 Hartman Avenue, Sudbury, (ON) P3G 4L8  
No. Street, City, Province, Postal code

\_\_\_\_\_ (the "Property"),  
subject to the terms and conditions set out in this offer (the "Offer of Financing" or the "Offer").

This Offer shall become null and void if the Loan is not disbursed by June 25th 2021.

This Offer of financing binds the Borrower and the Bank if they accept and sign it, and will constitute the Credit Agreement of a Term Loan Secured by hypothec/mortgage.

The particulars of your financing are as follows:

**LOAN AMOUNT BREAKDOWN**

<input checked="" type="checkbox"/> Fixed-rate loan For Portion(s) No.: <u>1</u>	Base financing amount: <u>\$1 575 000.00</u>
<input type="checkbox"/> Variable-rate loan For Portion(s) No.: _____	Additional amounts financed: <u>\$</u>
	• Loan insurance premium (CMHC): <u>\$</u>
	• CMHC fee: <u>\$</u>
	Other: <u>\$</u>
	Total Loan amount: <u>\$1 575 000.00</u>

Terms that begin with an upper-case letter shall have the meanings given to them in section 13 below.  
The Bank recommends that the parties to this Offer of Financing read section 13.

LOAN SUMMARY				
		Portion No. 1	Portion No. 2	Portion No. 3
	Loan No.	<u>4126967</u>		
1.	Principal amount	<u>\$1 575 000.00</u>	\$	\$
2a)	Annual interest rate (Fixed-rate loan)	<u>2.35</u> % per year calculated semi-annually and not in advance	% per year calculated semi-annually and not in advance	% per year calculated semi-annually and not in advance
	Annual interest rate (Variable-rate loan)	% per year calculated monthly and not in advance	% per year calculated monthly and not in advance	% per year calculated monthly and not in advance
2b)	Determination of interest	PR* <u>      </u> = <u>      </u> % (+/-) spread VIR	PR* <u>      </u> = <u>      </u> % (+/-) spread VIR	PR* <u>      </u> = <u>      </u> % (+/-) spread VIR
		* The variable interest rate (VIR) will fluctuate in accordance with changes in the Prime Rate (PR) of the Bank and will be adjusted every		
		<u>      </u> month(s) or <u>      </u> week(s)	<u>      </u> month(s) or <u>      </u> week(s)	<u>      </u> month(s) or <u>      </u> week(s)
		Closed term used to determine the interest rate:		
		<u>      </u> months	<u>      </u> months	<u>      </u> months
	Critical rate	<u>      </u> %	<u>      </u> %	<u>      </u> %
3.	Posted rate	<u>2.69</u> %	%	%
4.	Interest rate applicable while progress advances are being made	Prior to Interest Adjustment Date: PR* <u>      </u> = <u>      </u> % (+/-) spread VIR	PR* <u>      </u> = <u>      </u> % (+/-) spread VIR	PR* <u>      </u> = <u>      </u> % (+/-) spread VIR
5.	Interest adjustment date	<u>2021/07/15</u> YYYY MM DD	<u>      </u> / <u>      </u> / <u>      </u> YYYY MM DD	<u>      </u> / <u>      </u> / <u>      </u> YYYY MM DD
6.	Term	<u>12</u> months (term) <input type="checkbox"/> open term <input checked="" type="checkbox"/> closed term	<u>      </u> months (term) <input type="checkbox"/> open term <input type="checkbox"/> closed term	<u>      </u> months (term) <input type="checkbox"/> open term <input type="checkbox"/> closed term
		The open-term loan is repayable before expiry without prepayment charge. The closed-term loan is repayable before expiry subject to a prepayment charge as specified below.		
7.	Expiry date	<u>2022/07/15</u> YYYY MM DD	<u>      </u> / <u>      </u> / <u>      </u> YYYY MM DD	<u>      </u> / <u>      </u> / <u>      </u> YYYY MM DD
8.	Payments (if the applicable rate is variable and the Borrower has not opted for the fixed payments indicated on line 9, the payment is subject to changes in accordance with subparagraph 5.4.1.1)	<u>\$6 938.36</u> Date of first payment <u>2021/08/15</u> YYYY MM DD Payment schedule <u>15</u> day Payments are to be made: <input checked="" type="checkbox"/> monthly <input type="checkbox"/> every 2 weeks <input type="checkbox"/> weekly	\$ Date of first payment <u>      </u> / <u>      </u> / <u>      </u> YYYY MM DD Payment schedule <u>      </u> day Payments are to be made: <input type="checkbox"/> monthly <input type="checkbox"/> every 2 weeks <input type="checkbox"/> weekly	\$ Date of first payment <u>      </u> / <u>      </u> / <u>      </u> YYYY MM DD Payment schedule <u>      </u> day Payments are to be made: <input type="checkbox"/> monthly <input type="checkbox"/> every 2 weeks <input type="checkbox"/> weekly
9.	Fixed payments (Variable-rate loan)	\$	\$	\$
10.	Amortization period	<u>300</u> months	<u>      </u> months	<u>      </u> months
11.	Promotion (if applicable)	\$ Cashback	\$ Cashback	\$ Cashback
	Designated bank account (promotion)	Transit No.: <u>      </u> Institution No.: <u>      </u> Account No.: <u>      </u>		
12.	Periodic administration fees	The lesser of 1/8 of 1% of the principal balance of the Portion or the following amount: <u>\$5.00</u>	\$	\$
13.	Payments for property taxes (at frequency indicated on line 8)	<u>\$0.00</u>	\$	\$



Other terms - financing of prepayment charge payable for any amendments with a blended interest rate				
14.	Blended rate, amount of prepayment charge financed by applying the blended rate and corresponding payment amount (Fixed-rate loan)	<u>                    </u> % per year	<u>                    </u> % per year	<u>                    </u> % per year
		calculated semi-annually and not in advance	calculated semi-annually and not in advance	calculated semi-annually and not in advance
		<u>                    </u> \$ Prepayment charge	<u>                    </u> \$ Prepayment charge	<u>                    </u> \$ Prepayment charge
15.	Blended rate, amount of prepayment charge financed by applying the blended rate and corresponding payment amount (Variable-rate loan)	<u>                    </u> + <u>                    </u> %	<u>                    </u> + <u>                    </u> %	<u>                    </u> + <u>                    </u> %
		VIR = <u>                    </u> per year	VIR = <u>                    </u> per year	VIR = <u>                    </u> per year
		Blended Rate calculated monthly and not in advance	Blended Rate calculated monthly and not in advance	Blended Rate calculated monthly and not in advance
		<u>                    </u> \$ Prepayment charge	<u>                    </u> \$ Prepayment charge	<u>                    </u> \$ Prepayment charge
		<u>                    </u> \$ Payment	<u>                    </u> \$ Payment	<u>                    </u> \$ Payment

**THE BORROWER AND THE BANK AGREE AS FOLLOWS:**

**1. LOAN**

**1.1 Total Loan amount**

The Bank grants to the Borrower a new credit in the form of a term loan secured by the Security described hereinbelow, up to a maximum amount of CAN\$ 1,575,000.00 (the "Loan"), corresponding to the total of the amounts specified on line 1 of the Summary.

**1.2 Purpose of Loan**

The Loan made by the Bank to the Borrower is to be used to refinance the Property.

**1.3 Non-application of the Cost of Borrowing (Banks) Regulations**

The Borrower represents that the ownership, the operation and the management of the Property are considered to be an activity for which it has a reasonable expectation of profit. Consequently and based on this expectation, the Borrower represents that the Loan is granted for business purposes only as per the *Cost of Borrowing (Banks) Regulations* SOR/2001-101.

**2. FINANCING CONDITIONS**

**2.1 Security**

Unless otherwise provided, all obligations, present and future, direct and indirect, of the Borrower towards the Bank, are currently and/or shall at all times be secured by the following security and prepared on the Bank's forms, namely:

- ☐ A            ranking charge/immovable hypothec in the amount of \$            against the Property and registered in the                                      (insert province name) Land Register under number            ☐ and in the Register of Personal and Movable Real Rights (RPMRR) under number            or in the personal property security registry of                                      (insert province name) under number           .

If the Loan is insured by the CMHC, without limiting the provisions of such charge/immovable hypothec, you agree that (a) the language stated above "all obligations, present and future, direct and indirect, of the Borrower towards the Bank" will not apply and (b) the charge/immovable hypothec will secure all obligations, present and future, direct and indirect, of the Borrower towards the Bank arising under each Loan Agreement and related loan documents;

- ☒ A ☒ first (or) ☐            ranking charge/immovable hypothec against the property(ies) and for the sum of the amounts specified in the Information Box related to the Mortgaged Property, including a general assignment/hypothec of rents as additional security ☒ and a security/movable hypothec on all the assets physically attached or not to each property specified in the Information Box related to the Mortgaged Property and which, in Quebec, serve to run a business or pursue operations or, in Ontario, are located on, used in the operation of, or otherwise related to said property.

If the Loan is insured by the CMHC, without limiting the provisions of such charge/immovable hypothec, you agree that (a) the language stated above "all obligations, present and future, direct and indirect, of the Borrower towards the Bank" will not apply and (b) the charge/immovable hypothec will secure all obligations, present and future, direct and indirect, of the Borrower towards the Bank arising under each Loan Agreement and related loan documents;

- ☐ A first ☐ (or) ☐            ranking universal hypothec on all the movable/immovable property, against the described property and for the sum of the amounts specified in the Information Box related to the Mortgaged Property, also including a hypothec of rents as additional security;

- ☐ A ☐ first (or) ☐ \_\_\_\_\_ ranking hypothec on/assignment of the life insurance policy of \_\_\_\_\_ in the amount of \$\_\_\_\_\_;
- ☒ A first ranking hypothec/security on all movable/personal property, corporeal and incorporeal/tangible or intangible, present and future, used for or related to the use of the immovable/real property, including, without limitation all rights in contracts, permits and licences related to this immovable/real property as well as all rights, titles and interests in insurance indemnities, proceeds, benefits or other benefits resulting from the Borrower's insurance policies on the property covered by this hypothec/security;
- ☒ A rider designating the Bank as the beneficiary of the proceeds of the insurance policies covering all mortgaged properties up to their full replacement value.

Property	45 Hartman Avenue	
	Address	
	Sudbury	Ontario
	City	Province
	P3G 4L8	\$2 100 000.00
	Postal code	Lot No. Amount of the mortgage/hypothec
Other property	Address	
	City	
	Province	
	\$	
	Postal code	Lot No. Amount of the mortgage/hypothec

(Hereinafter collectively, the "Mortgaged Property")

The above Security is granted to secure all present and future obligations of the Borrower under the Loan and any agreements entered into with the Bank. In the event that the Borrower applies for new credits from the Bank and that the Bank agrees, the Bank may, at its discretion, secure them by the above Security. Although the amount of the Security may exceed the amount of the Loan granted under this Offer in order to secure any new advances or loans, the Bank is under no obligation to grant an additional credit. In addition, the Security constitutes continuing and permanent security against the Mortgaged Property and this Offer of Financing does not create novation for any existing credit.

## 2.2 Conditions precedent to disbursement

Prior to the date of disbursement of the Loan or the first progressive disbursements, if applicable, the Borrower and/or any Guarantor must have provided, carried out or executed the following, to the satisfaction of the Bank:

### 2.2.1 General information

Deliver and sign any document that may reasonably be requested by the Bank in order to give full force and effect to the provisions hereof, including without limitation, the Security documents duly registered according to the rank required by the Bank.

Furnish a true copy of the constating documents of the Borrower and/or any corporate Guarantor, and any amendments thereto, as applicable.

When the Loan is granted under the National Housing Act, R.S.C. 1985, c. N-11, the requirements and conditions required under the certificate of insurance issued by the CMHC shall always be completely satisfied.

- ☐
- Furnish proof of the Borrower's contribution of at least \$\_\_\_\_\_

Pay all fees and costs required by the Bank.

### 2.2.2 Financial information

Provide signed and dated financial statements of the following persons for the most recent fiscal year in the form as follows ☐ audited ☐ review engagement or ☒ notice to reader:

- ☒ the Borrower;
- ☐ any corporate Guarantor of the Borrower;
- ☐ any corporation that owns the Mortgaged Property.
- ☒ Provide a signed and dated personal balance sheet or statement of net worth of the following persons, and evidence of the assets, if applicable:



- ☐ the Borrower;
- ☒ any Guarantor of the Borrower;
- ☐ any person who owns the Mortgaged Property.
- ☒ Provide the most recent income tax return (provincial and federal) and corresponding notices of assessment of the following persons:
  - ☐ the Borrower;
  - ☒ any Guarantor of the Borrower;
  - ☐ any person who owns the Mortgaged Property.

### 2.2.3 Information relating to the Mortgaged Property

Provide for each Mortgaged Property:

- ☒ a copy of the title of ownership, a recent certificate of location/land survey, a layout certificate (Quebec, if applicable) and proof of payment in full, without subrogation, of all property taxes, and land transfer taxes;
- ☒ the rent roll, duly signed and dated, which includes the following information per rental unit: the street address of the rental unit, the tenant's name, the number of square feet and/or number of rooms, the rental price, the initial date of the lease, the expiry date of the lease and all the services included in the rent (electricity, hot water, water tax, heating, parking, laundry, stove, refrigerator, dishwasher, furniture, etc.);
- ☒ a copy of the current leases and all the renewals duly accepted;
- ☒ the statement of income and expenses, duly signed and dated, for the most recent fiscal year;
- ☒ the statements of account for municipal and school taxes, as well as the proof of their payment in full, without subrogation.

The insurance policy against fire and other risks, including without limitation, protection against any disaster covering the revenue generated by any Mortgaged Property as well as breakdowns of machinery, if applicable. This policy must cover the full replacement value of the buildings located on the Mortgaged Property with the loss payable to the Bank, as mortgagee in accordance with its priority ranking, and contain the standard mortgage clauses approved by the Insurance Bureau of Canada. The policy and the standard mortgage clauses must be to the satisfaction of the Bank.

### 2.2.4 Other information

- ☒ An appraisal report addressed to the Bank on the Mortgaged Property and prepared at the expense of the Borrower by appraisers approved by the Bank, confirming a market value acceptable to the Bank.
- ☐ A phase 1 environmental site assessment addressed to the Bank for each Mortgaged Property.
- ☒ An environmental questionnaire for each Mortgaged Property duly completed on the form used at the Bank.
- ☐ A copy of the offer to purchase the Property duly accepted and signed.
- ☐ A copy of the contract for the work to be performed on the Property.
- ☐ An "All Risks" insurance policy to cover the liability of the contractor performing the work on the Property.
- ☐ Conclusive proof that the Borrower has obtained all the building permits and the zoning permissions required for the Property.
- ☐ Satisfactory evidence that the general contractor is duly certified and in good standing with the CSST and the CCQ.
- ☐ Acknowledgement of receipt of the CMHC's certificate confirming that the Loan is insured and conclusive proof demonstrating that all conditions mentioned in the certificate are complied with.
- ☐ A copy of the site layout plans confirming that the work will be done within the boundaries of the Property.
- ☐ Acknowledgement of receipt of the following documents (civil or matrimonial status proof, etc.) within \_\_\_\_ days of the acceptance of this Offer:

This authorization should not be construed as tacit consent or otherwise from credit department to any other funding application including this authorized waiver. Applications if any will be adjudicate on merit.

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### 3. OTHER FINANCING CONDITIONS

#### 3.1 Usual conditions

The Borrower and/or any Guarantor, as the case may be, shall deliver to the Bank, upon its request, the following documents, to the satisfaction of the Bank:

- ☒ Annually, within 180 days of the calendar year-end for an individual and within 120 days of the fiscal year-end for any other person or entity:

- ☒ The financial information specified in paragraph 2.2.2 of this Offer.
- ☒ The information relating to the Mortgaged Property specified in paragraph 2.2.3 of this Offer.

- ☒ Other conditions:

No 2<sup>nd</sup> rank will be registered on this property without obtaining National Bank authorization. National Bank of Canada documents to be signed before any disburse. Before disbursement, lawyer will provide to the Bank a complete copy of the title insurance covering zoning and fire code retrofit and survey certificate. The application fees of 5,513.00 \$ will be deducted from the disbursement. Repayment of the mortgage # 3992401 from the disbursement. Insurance must include protection for loss of rental income in the amount of 194,880.00\$. By accepting this financing offer you acknowledged that you will not be eligible for principal and interest moratorium for 12 months following the disbursement. Lawyer must paid 2<sup>nd</sup> rank mortgagee on the property.  
Before disbursement: 1) National Bank of Canada must obtained letter authorizing the use of the appraisal report and the appraisal report signed. 2) Letter signed by the borrower mentioning no refinancing or additional financing will be made on the building for a period of 60 months.

#### 3.2 Additional conditions

The Borrower and/or any Guarantor, as the case may be, shall deliver to the Bank the following documents, to the satisfaction of the Bank:

- ☒ The application form for life, disability and critical illness insurance duly completed, signed and witnessed to indicate whether or not the Borrower wants to apply for such insurance offered by the Bank.
- ☒ A title insurance policy issued by a title insurance company approved by the Bank or i) a survey plan for Ontario and British Columbia; ii) a surveyor's certificate/certificate of location for Manitoba, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Quebec; or iii) a search report on the property for Alberta and Saskatchewan, prepared and certified by a qualified surveyor/land surveyor.
- ☐ If the Mortgaged Property is a strata or condominium unit, the Strata/Condominium corporation or syndicate of co-owners must be informed of the Bank's rights. The Bank must also be provided with the Strata/Condominium Plan or an Estoppel Certificate (for all provinces except Quebec).

When the Loan is granted under the *National Housing Act*, R.S.C. 1985, c. N-11, the Borrower shall provide annually to the Bank and the CMHC, if applicable, all documents required under the certificate of insurance issued by the CMHC.

If the Loan is intended for a Property purchase, the purchase price must not be less than \$

#### 3.3 Insured Loan and securitized programs

##### 3.3.1 Priority of the Loan over an uninsured loan

If the Loan is insured, the Loan is separate and distinct from any other loan secured by the Security. Reference to the term "Loan" includes any replacement, refinancing, renewal or modification of the Loan. The Loan will have priority over any uninsured loan secured by the Security, upon default occurring under the Security as to payment, collection, enforcement and realization.

##### 3.3.2 Securitization programs administrated by the CMHC

The Loan may be included in a national program for pooling and securitizing housing loans, under which the CMHC acts as program administrator, trustee and guarantor if timely payment of securities. As long as the Loan is included in such a program, the Bank will not, as against the loan insurer or the program administrator:

- a) Exercise its remedies resulting from the Security for any uninsured loan without discharging the Security against any persons, including the Borrower; and
- b) Exercise any available rights of consolidation, cross-collateralization or cross default that may exists in its favor.

#### 3.4 Representations and warranties of the Borrower and any Guarantor

The Borrower and any Guarantor respectively represent and warrant to the Bank that:

- 3.4.1 It is a duly constituted entity, in good standing under its governing laws, and it has the powers, permits and licences required to carry on its business and to own and administer its property;
- 3.4.2 There has been no material adverse change to its financial situation since the date of its last annual financial statements and/or to the other financial information submitted to the Bank. Such statements and information faithfully represented, on the date of their making, its financial situation. No material liabilities other than those already disclosed to the Bank are expected;



- 3.4.3 It has a good and marketable title with respect to all its property, including without limitation, the Mortgaged Property, which are free and clear of all prior claims, hypothecs, mortgages, charges, liens or any other similar encumbrances having priority over the rights of the Bank;
- 3.4.4 It is not party to any litigation or legal proceedings which could have a negative material impact on its financial situation or on its ability to carry on its business;
- 3.4.5 It is not in default under any contract, including those concluded with the Bank;
- 3.4.6 All taxes, assessments, income taxes or other levies payable by the Borrower or leviable on its assets have been paid when due, without subrogation in favour of a third party;
- 3.4.7 The Loan to be used for mortgage financing under the terms of this offer is intended to be used by a third party (or on his behalf) whose information is detailed in Appendix A "Information about the Third Party".  
☐ (Please tick and complete Appendix A "Information about the Third Party");

[OR]

the Loan to be used for mortgage financing under the terms of this offer is not intended to be used by a third party (or on his behalf). ☒ (Please tick).

#### 4. INTEREST

##### 4.1 Interest payments

The Borrower must pay interest on the principal of the Loan, calculated at the applicable rate of the Loan or of the Portion, until the principal is repaid in full. During the Term, the interest is payable by way of Payments, at the frequency indicated on line 8 of the Loan Summary.

Each Payment includes payment toward the loan principal amount, the accrued interest and, if applicable, a portion for the property taxes and charges and periodic administration fees.

The interest shall accrue from the date of the first disbursement of the Loan and continue to accrue and be calculated on the outstanding principal until the principal is repaid in full.

If the Loan is disbursed in whole or in part prior to the Interest Adjustment Date, the Bank may, at its sole discretion, either deduct the accrued interest from any disbursement or request that the interest be paid on a monthly basis from the date of each disbursement until the Interest Adjustment Date. On the Interest Adjustment Date, any accrued interest on the principal until that date, inclusively, is then due and payable.

The interest is calculated, not in advance, using the monthly calculation method for the Variable Rate and using the semi-annual calculation method for the Fixed Rate.

##### 4.2 Applicable interest rate

###### 4.2.1 Fixed-rate loan

The Loan bears interest at the fixed rate set out in line 2a) of the Loan Summary, both before and after the Interest Adjustment Date, until the Term expiry date, notwithstanding the occurrence of a default other than the one specified in section 17 herein or until a judgment is rendered against the Borrower.

###### 4.2.2 Variable-rate loan

The Loan bears interest at the Variable Rate until the Term expiry date and notwithstanding the occurrence of a default other than the one specified in section 17 herein or until a judgment is rendered against the Borrower. As of the disbursement date, the Variable Interest Rate applicable to the Loan corresponds to the rate indicated on line 2b) of the Loan Summary, subject to such fluctuations in the Bank's Prime Rate and the automatic adjustments to be made in accordance with line 2b) of the Loan Summary.

##### 4.3 Interest rate applicable to a Loan disbursed by way of progress advances

If the Loan is disbursed by way of progress advances, the Loan bears interest until the Interest Adjustment Date, at the rate indicated on line 4 of the Loan Summary. As of the Interest Adjustment Date, the Loan bears interest as indicated in paragraphs 4.2.1 or 4.2.2, as applicable.

##### 4.4 Due and unpaid interest

Any due and unpaid interest bears interest at the interest rate applicable to the Loan or to the Portion of the Loan to which it relates, until it is paid in full. Interest on unpaid interest is compounded using the same interest rate and at the same frequency as interest on Payments.

#### 5. PAYMENTS

##### 5.1 Determination of amounts

The Borrower must reimburse the principal and the interest due on the Loan by way of consecutive Payments as of the first Payment Date until the Term expiry date. At that time, the Borrower must repay any outstanding balance in principal, interest, fees and other amounts.

The Payments applicable to a variable-rate Portion initially correspond to the amount indicated on line 8 or 9, as the case may be, of the Loan Summary and may thereafter be modified as specified in subparagraphs 5.4.1.1 and 5.4.1.2 of this Offer, as the case may be.

The Payments applicable to a fixed-rate Portion correspond to the amount indicated on line 8 of the Loan Summary for the duration of the Term of such Portion.

**5.2 Offset not authorized**

All amounts owed under the terms and conditions of this Offer must be paid in full when due, without any possibility of offset, deduction or reduction. Even if the Bank owes an amount to the Borrower, the Borrower cannot deduct this amount from its Payments or from the amount owed at the end of the Term.

**5.3 Change of frequency upon an event of default**

If the Borrower is in default of two consecutive Payments, the Bank reserves the right to set a monthly frequency for the Borrower's payments if the frequency indicated on line 8 of the Loan Summary is shorter.

**5.4 Type of payments****5.4.1 Variable-rate loan****5.4.1.1 Variable payments**

If the Borrower chooses to repay the Loan by way of variable Payments, the amount of the first Payment corresponds to the amount indicated on line 8 of the Loan Summary. This amount is calculated using the applicable Amortization Period and the interest rate, which are respectively indicated on lines 10 and 2b) of the Loan Summary. After the first Payment, the payment amount may increase or decrease depending on the fluctuations in the Variable Interest Rate in order to ensure that the duration of the Amortization Period never changes.

**5.4.1.2 Fixed payments**

If the Borrower chooses to repay the Loan by way of fixed Payments, the amount of the Payment corresponds to the amount of the fixed Payment indicated on line 9 of the Loan Summary as long as the Variable Interest Rate does not exceed the Critical Rate.

If the Variable Interest Rate increases, the Borrower agrees that a larger portion of the fixed Payment be applied to the payment of the interest and a smaller portion to the repayment of the principal. As a result, the outstanding balance at the Term expiry date could be higher than the balance indicated on the most recent statement. Moreover, if the Variable Interest Rate reaches or exceeds the Critical Rate, the Borrower agrees that the fixed Payment be increased to ensure the Loan is repaid in full during the Amortization Period. The Bank will inform the Borrower of any increase in the fixed Payment by way of a written notice. Upon receipt of such notice, the Borrower must pay, on each Payment Date, the increased amount of the fixed Payment. If, on a Payment Date, the interest accrued on the outstanding principal exceeds the amount of the fixed Payment, the outstanding interest will bear interest at the Variable interest Rate and will be payable on demand.

**5.4.1.3 Accelerated payments (weekly or every 2 weeks)**

If the Borrower chooses a payment frequency every 2 weeks or weekly (line 8 of the Loan Summary), the Borrower benefits from accelerated payments. Such accelerated payments pay half of a monthly payment every two weeks (every 2 weeks frequency) or the quarter of a monthly payment every week (weekly frequency).

**5.4.2 Fixed-rate loan****5.4.2.1 Fixed payments**

The fixed-rate Loan is repaid by way of fixed Payments; the amount of the Payment corresponds to the amount of the fixed Payment indicated on line 8 of Loan Summary.

**5.4.2.2 Accelerated payments (weekly or every 2 weeks)**

If the Borrower chooses a payment frequency every 2 weeks or weekly (line 8 of the Loan Summary), the Borrower benefits from accelerated payments. Such accelerated payments pay half of a monthly payment every two weeks (every 2 weeks frequency) or the quarter of a monthly payment every week (weekly frequency).

**6. VERBAL AGREEMENT FOR CERTAIN CONDITIONS REGARDING TERM LOANS**

The Borrower and the Bank may verbally agree on the following conditions: term extension, new term, applicable interest rate and payment dates. The loan would remain subject to the other applicable conditions.

The conditions may be confirmed by email or regular mail to the Borrower and Guarantor.

Neither the Bank nor the Borrower are obligated to extend the term of the loan. At the end of the term, the Borrower may repay the loan in full and the Bank may require repayment.

This provision applies to all term loans granted by the Bank to the Borrower, regardless of whether these term loans are covered by this Offer.

**7. PLACE AND TIME OF PAYMENTS**

All payments due to the Bank under this Offer must be made at the address indicated at the beginning of this Offer or at any other address the Bank may advise the Borrower of in writing.

Any payment made after 12 p.m. (noon) is deemed to be made on the following business day. All payments made to the Bank must be made in legal currency of Canada.



## 8. ALLOCATION OF PAYMENTS

Each payment is applied first to interest and costs and then to the Loan principal.

## 9. PREPAYMENT

### 9.1 Variable-rate loan

The Borrower can only benefit from the prepayment privileges specified in this subsection. These privileges are available only if the Borrower is not in default under this Offer. If the Borrower does not use this privilege in a given calendar year, the Borrower cannot carry it forward to the following years.

#### 9.1.1 Prepayment with prepayment charge

The Borrower may prepay all or part of the outstanding principal of a Portion at any time prior to the end of the Term, if the Borrower pays a prepayment charge. The amount of such prepayment charge corresponds to three months of interest calculated on the prepaid amount and at the Bank's standard interest rate in effect on the date of calculation for a variable-rate mortgage loan of the same type as the Portion.

The components used to calculate the prepayment charge include the following:

- a) The prepayment amount;
- b) The standard interest rate for a variable-rate mortgage loan on the date of calculation, which is the date of the statement provided by the Bank to the Borrower after the Borrower has advised the Bank of its intention to make a prepayment.

This standard interest rate consists of the Bank's Prime Rate plus a spread. The Bank's standard interest rate and its components effective on a given date may be obtained on the Bank's website ([www.nbc.ca](http://www.nbc.ca)) or at its business centre. This standard rate may differ from the variable rate for the Portion. The standard interest rate used for the above calculations is the rate effective on the date of the statement provided by the Bank to the Borrower after the Borrower has advised the Bank of its intention to make a prepayment.

If there is no standard interest rate announced for a term equivalent to the remaining term of the Portion, the Bank will determine the standard rate by using the average of the rates announced for the two terms closest to the remaining period of the Portion.

#### 9.1.2 Renegotiation and refinancing

If a Portion is renegotiated or refinanced during the Term, a prepayment charge may be payable.

### 9.2 Fixed-rate loan

#### 9.2.1 Prepayment (closed-term loan)

If a Portion has a closed term as indicated on line 6 of the Loan Summary, the Borrower benefits only from the prepayment privileges specified in this paragraph for that Portion. These privileges are available only if the Borrower is not in default under this Offer. If the Borrower does not use this privilege in a given calendar year, the Borrower cannot carry it forward to the following years.

##### 9.2.1.1 Prepayment with prepayment charge

The Borrower may prepay all or part of the outstanding principal of a Portion at any time before the end of the Term, if the Borrower pays an amount equal to the higher of the following two amounts:

- a) An amount equal to three months of interest calculated on the prepaid amount and at the posted rate for the Portion as described below;
- b) The sum of the following two amounts:
  - (i) one month of interest on the prepaid amount at the posted rate for the Portion, up to a maximum amount of \$500; and
  - (ii) the interest rate differential; the interest differential is the discounted value (calculated at the standard rate indicated below) of the excess of the interest which the amount prepaid would earn at the posted rate for the remaining term of the Portion over the interest which the amount prepaid would earn during the same period at the standard rate indicated below.

The standard interest rate used for the above calculations is the rate effective on the date of the statement provided by the Bank to the Borrower after the Borrower has advised the Bank of its intention to make a prepayment.

The standard interest rate and its components effective on a given date may be obtained on the Bank's website ([www.nbc.ca](http://www.nbc.ca)) or at its business centre. If there is no standard interest rate announced for a term equivalent to the remaining term of the Portion, the Bank will determine the standard rate by using the average of the rates announced for the two terms closest to the remaining period of the Portion.

##### 9.2.1.2 Term longer than 5 years

If the Borrower benefits from section 10 of the *Interest Act* (Canada), the prepayment charge payable cannot exceed the amount specified in clause 8.2.1.2a), when the Term of the Portion is longer than 5 years and the prepayment is made more than 5 years after the Interest Adjustment Date.

##### 9.2.1.3 Renegotiation and refinancing

If a Portion with a closed term is renegotiated or refinanced during the Term, a prepayment charge may be payable.

### 9.2.2 Prepayment (open-term loan)

If a Portion is an open term as indicated on line 6 of the Loan Summary, the Borrower may at any time repay all or part of the Portion balance without notice or prepayment charge.

## 10. RIGHT TO CONVERT THE VARIABLE INTEREST RATE TO A FIXED RATE

If the Borrower is not in default under the terms and conditions this Offer and meets the Bank's standard credit requirements, the Borrower may convert the Variable Interest Rate into a Fixed Interest Rate corresponding to the rate then applicable to mortgage loans offered by the Bank with a fixed rate and a closed term equal to or longer than the remaining Term of the Loan. However, the Term of the Loan will remain as indicated on line 6 of the Loan Summary. If necessary, the Borrower undertakes to sign an amendment agreement and to pay any file administration and processing fees that the Bank will be entitled to charge. The Borrower can only exercise this right once for each of the Portions of the Loan and, once exercised, this right is irrevocable and will apply as of the date of the next Payment until the end of the Term.

## 11. CONSTRUCTION

If the purpose of the Loan is to finance the construction or renovation of a building or other improvements, the Loan is disbursed by way of progress advances based on the progress of the work, which must be confirmed by an appraiser or another cost consultant chosen by the Bank. A minimum holdback equivalent to the percentage set out in the table below based on the province where the Property is situated, or equivalent to any other percentage determined by the Bank, as the case may be, shall be applied to each advance of the Loan, based on the conditions that the Bank deems acceptable. The total holdback will be released 5 days after the expiry of the statutory registration period following the completion of the work to register a legal hypothec, a charge, a lien or a priority against the Property, as long as no such charge or legal right has been registered or recorded against the Property.

Provinces	Holdback percentage	Duration of the holdback
Quebec/Ontario/British Columbia/ Alberta/Saskatchewan/Nova Scotia/ Newfoundland and Labrador	10%	<ul style="list-style-type: none"> <li>• Nova Scotia and Ontario: 60 days</li> <li>• British Columbia: 55 days</li> <li>• Alberta: 45 days</li> <li>• Saskatchewan: 40 days</li> <li>• Quebec, Newfoundland and Labrador: 30 days</li> </ul>
Manitoba	7.5%	<ul style="list-style-type: none"> <li>• Manitoba: 40 days</li> </ul>
Prince Edward Island/New Brunswick	15%	<ul style="list-style-type: none"> <li>• Prince Edward Island and New Brunswick: 60 days</li> </ul>

The construction or renovation must be completed at or before the Interest Adjustment Date. All amounts owed for work and materials will be paid when due, and all items and accessories related to the buildings will be incorporated before the Interest Adjustment Date.

## 12. PROPERTY TAXES

### 12.1 Payment of property taxes

At the Bank's request, the Borrower will pay, at the same time and in addition to the Payment of the Portion that it has designated, the amount indicated on line 13 of the Loan Summary which will be deposited to an account opened by the Bank for this purpose. This amount is based on the Bank's estimate of the total amount of the Property Taxes payable on the Mortgaged Property for the 12-month period following this estimate. The Bank reviews its estimate of the Mortgaged Property annually on January 1st and from time to time based on information it may receive. Payments required under this section shall be calculated on the basis of the most recent estimate made by the Bank.

### 12.2 Canada Deposit Insurance Corporation (CDIC) protection

The Canada Deposit Insurance Corporation (CDIC) is a federal Crown corporation that protects certain deposits per insured category and at financial institutions that are CDIC members. Coverage is free and automatic. You don't have to sign up. Certain deposits in Canadian currency and payable in Canada are insurable in accordance with the *Canada Deposit Insurance Corporation Act*.

For deposits in an account opened for the purpose of paying property taxes, CDIC encourages you to learn about CDIC protection by reviewing the CDIC brochure available at [www.cdic.ca/en/financial-community/cdic-display-requirements/Documents/cdic-abbreviated-brochure-en.pdf](http://www.cdic.ca/en/financial-community/cdic-display-requirements/Documents/cdic-abbreviated-brochure-en.pdf) or at your branch or business centre.

### 12.3 Use of amounts paid to the Bank

The Bank will hold the payments of the Borrower up to the amount of the Loan, in accordance with this section, as security for the performance of all the Borrower's obligations under this Offer or the Security, including the payment of the Property Taxes. Therefore, the Borrower cannot withdraw these amounts and the Bank is not bound to reimburse them to the Borrower as long as these obligations have not been executed in full. The amounts held by the Bank bear interest at the rate and in accordance with the terms and conditions published by the Bank from time to time for deposit accounts for the payment of taxes. If the Borrower is in default, the Bank may, at its discretion, offset part or all of these amounts held by the Bank by any amount the Borrower owes. However, if the Borrower is not in default when the Property Taxes are payable, the Bank will use these amounts to pay the Borrower's Property Taxes.



#### 12.4 Presenting tax statements and related documents

The Borrower undertakes to send the Bank immediately upon receipt, all notices, invoices, statements and related documents that the Borrower receives with regard to the Property Taxes. The Bank is not bound to pay the Property Taxes if the Borrower neglected to send the Bank, prior to the due date, the notices, invoices, statements and related documents indicating that the Property Taxes are due.

#### 12.5 Insufficient funds to pay the Property Taxes

On the date the Property Taxes are due, if the amount payable exceeds the total the Borrower has paid into the account opened for this purpose, the Borrower must immediately pay to the Bank an amount sufficient to cover the difference. If the Borrower does not do so, the Bank could (but is not bound to) pay the amounts due, thereby creating an account overdraft. This overdraft will bear interest at the interest rate applicable to the Loan or to the Portion for which payments for Property Taxes are required, if any, until the overdraft is repaid in full.

### 13. EVENTS OF DEFAULT AND RECOURSES

#### 13.1 Default

The Borrower is in default under this Offer in each of the following cases:

- a) If any of the amounts owed under this Offer is not paid when due;
- b) If the Mortgaged Property is sold, assigned, mortgaged or otherwise disposed of without the prior written consent of the Bank;
- c) If the Borrower and/or any Guarantor is in default of fulfilling one of its obligations under this Offer, under the Security documents or under any other document giving effect to the provisions of this Offer;
- d) If one of the statements of the Borrower and/or any Guarantor made in this Offer is false, incorrect or untrue;
- e) If the Borrower and/or any Guarantor fails to perform any of its obligations under any other binding offer or agreement with the Bank;
- f) If the Borrower and/or any Guarantor becomes insolvent, bankrupt or in the process of winding up, makes an assignment of its property for the benefit of its creditors, files a proposal or gives notice of its intention to file such proposal, is under reorganization, ceases to operate its business or if there has been any material adverse change to its financial situation;
- g) If the Borrower and/or any Guarantor changes its effective control without the prior written consent of the Bank or if the Borrower and/or any Guarantor ceases to operate its business or substantially changes the nature of its operations or business;
- h) If a Mortgaged Property is seized or is repossessed by a creditor, receiver, trustee or any person exercising similar functions;
- i) If a substantial part, in the opinion of the Bank, of the assets of the Borrower or any Guarantor is repossessed by a creditor, trustee, receiver or other third party, is subject to a notice of exercise of hypothecary recourse or to a notice of withdrawal to collect claims, or is seized;
- j) In the event that the Loan is made under the *National Housing Act*, R.S.C. 1985, c. N-11, if the Property is materially changed compared to the original building plan submitted to the Bank without the prior written consent of the Bank and the CMHC, or if the Property ceases to be used as a principal residence by its occupants or if the Property is used for commercial, professional, hotel or industrial activities.

A default under this Offer will constitute a default under the terms of the Security.

#### 13.2 Recourses

Upon the occurrence of a default under this Offer, all principal, interest, fees and other amounts owed with respect to the Loan immediately become payable on request.

The Bank may therefore exercise, at its discretion, one or several of the following recourses:

- a) Demand the immediate payment of all amounts owed;
- b) Exercise the recourses permitted by law to recover the outstanding amounts;
- c) Exercise the rights conferred under the Security held in order to secure the Borrower's obligations under this Offer; or
- d) Exercise all other rights and recourses available under this Offer or any applicable legislation.

If the Bank decides not to exercise one or several of the rights and recourses available upon the occurrence of a default or if the Bank decides not to immediately demand that the Borrower or any Guarantor remedy this default, the Bank reserves its right to exercise these recourses at a later date, at its sole discretion.

In addition, the Borrower agrees that the Bank can demand immediate payment of a Portion or exercise the recourses provided under in this Offer without necessarily demanding the immediate payment of or exercising the recourses concerning another Portion.

### 14. DEFINITIONS

Unless otherwise indicated, the capitalized terms below shall have the following meanings in this Offer:

- a) "**Amortization Period**" means the number of months required to repay the Loan or a Portion in full, based on the frequency, the amount of the Payments and the interest rate set out in this Offer. The Amortization Period is

indicated for information purposes on line 10 of the Loan Summary and its duration may change if the repayment terms and conditions of the Loan or a Portion are amended during the Term;

- b) "CMHC" means the Canada Mortgage and Housing Corporation;
- c) "Critical Rate" means the rate indicated on line 2b) of the Loan Summary, if applicable to the Loan, beyond which the fixed Payment indicated on line 9 is no longer sufficient to cover the interest due on the principal of the Loan;
- d) "Fixed Interest Rate" or "Fixed Rate" means the interest rate applicable to a fixed-rate Loan for which the formula is indicated on line 2a) of the Loan Summary;
- e) "Guarantor" means, unless otherwise intended in this Offer, any individuals, corporations, partnerships as well as any other type of entity that grant or have previously granted a guarantee in favour of the Bank;
- f) "Information Box related to the Mortgaged Property" refers to the table summarizing the properties taken as security by the Bank pursuant to subsection 2.1 of this Offer;
- g) "Interest Adjustment Date" means the date on which the Term begins, as indicated on line 5 of the Loan Summary. However, if the Loan is insured by the CMHC, the Interest Adjustment Date must be no later than two months after the first of the following events:
  - 1) The date of the final Loan disbursement; or
  - 2) The date on which most of the construction, renovation, repair, restoration, transformation and improvement work of the Property is completed;
- h) "Loan Agreement" means, collectively, any contract, offer, or other document relating to an offer of financing between the Bank and the Borrower, as amended, modified, replaced, and/or extended from time to time.
- i) "Loan Summary" refers to the table provided on page 2 of this Offer, which sets out the main terms and conditions of the Loan;
- j) "Mortgaged Property" means all the properties taken as security by the Bank and described in the Information Box related to the Mortgaged Property;
- k) "Offer" or "Offer of Financing" means this Offer and credit agreement of a term loan secured by hypothec/mortgage and its appendices, as amended, supplemented or renewed from time to time;
- l) "Payment" means the amount of principal and interest that must be paid at the frequency agreed upon in order to reimburse the Loan in accordance with the terms and conditions set out herein, as indicated on line 8 of the Loan Summary;
- m) "Payment Date" means each date on which a Payment is due under line 8 of the Loan Summary;
- n) "Portion" means a portion of the Loan that has its own interest rate, term, repayment and amortization terms and conditions, if applicable;
- o) "Prime Rate" or "PR" means the variable annual interest rate that the Bank publishes from time to time and uses to determine the interest rates applicable to its Canadian dollar loans in Canada and which is available on the website [www.nbc.ca](http://www.nbc.ca);
- p) "Property Taxes" means all taxes and other property expenses payable in respect of the Loan and the Mortgaged Property or incurred following a transaction between the Borrower and the Bank, excluding the income tax payable by the Bank;
- q) "Property" refers to the property of the Borrower described on the first page of this Offer and for which the financing is offered;
- r) "Security" means any security granted by the Borrower or a Guarantor in favour of the Bank pursuant to subsection 2.1 of this Offer and to any amendments;
- s) "Term" means the period for which the repayment terms and conditions of the Loan or the applicable Portion have been established based on the Amortization Period of the Loan and the applicable interest rate, and at the end of which the balance of the Loan, in principal, interest, fees and other amounts, is payable;
- t) "Variable Interest Rate" or "Variable Rate" or "VIR" means the interest rate applicable to a variable-rate Loan for which the formula is indicated on line 2b) of the Loan Summary.

#### 15. LIABILITY OF THE BORROWERS

If more than one person is designated as Borrower, each of these persons is solidarily liable (Quebec only) or jointly and severally liable (Canada except Quebec) for the obligations of the Borrower under this Offer.

#### 16. LEGAL ADVISOR

Upon acceptance of this Offer, the Borrower will provide the Bank with the name and address of its legal advisor who will prepare the Security. The Borrower's legal advisor must deliver to the Bank a copy of its professional liability insurance policy in an amount at least equal to the higher of the amount of the Loan or the Security, and must maintain that coverage for the entire term of the Loan and its renewals, if any.

Notwithstanding the foregoing, the Bank reserves the right under all circumstances to request that the Borrower retains a solicitor/notary (Quebec only) approved by the Bank at the Borrower's expense. For the province of British Columbia only, the Bank may allow the Borrower to use a notary public unless the Loan has more than one Portion. In such case, a solicitor must complete all legal documentation.

#### 17. INCREASED RISK, CANCELLATION AND FORCE MAJEURE

Should a material change, deemed unfavourable by the Bank, occur in the (i) level of inherent risk in the financing, (ii) the financial situation of the Borrower or any guarantor, (iii) the value of the property given as security to the Bank by the



Borrower or any guarantor or the value of their business, (iv) the rank of the security granted in favour of the Bank, or (v) the Borrower's capacity to meet its obligations to the Bank, pursuant to the law or the terms and conditions of any contract deemed material by the Bank, the Bank reserves the right to cancel the Loan at its sole discretion and demand repayment of any amount already disbursed in this respect and, at expiry, to refuse to renew.

The Bank will not be bound by this Offer nor liable for the damages or losses arising from the non-performance of its obligations under this Offer in the case of force majeure.

## **18. AMENDMENTS, RENEWALS AND EXTENSIONS**

The Loan or each Portion may, from time to time and at the Bank's discretion, be renewed, extended or amended by way of a prior written offer or a prior verbal agreement as described in section 6. Furthermore, in anticipation of the end of the Term, the Borrower and/or any Guarantor, if applicable, have the responsibility to update and transmit to the Bank, at least 60 days prior the end of the Term (the "prescribed period"), all documents and information indicated in paragraphs 2.2.2 and 2.2.3, in addition to any other document or information deemed necessary by the Bank for such renewal, extension or amendment in writing at least 30 days prior to the beginning of the prescribed period. Should the Borrower fail to provide any of the requested documents or information to the Bank in said prescribed period, as of the end of the Term and until the Borrower has provided all the required documents or information to the Bank and an offer is issued and duly accepted by the Borrower, the following conditions may apply, at the discretion of the Bank, provided that the Borrower is not otherwise in default hereunder and that all payments (in principal and interest) due have been paid in full at the end of the Term:

- (i) The Loan or the Portion is automatically renewed for a single six-month open term bearing interest at the interest rate applicable for fixed-rate mortgage loans with a six-month open term in effect at the Bank on the Term expiry date; and
- (ii) The Borrower has the obligation to make blended periodic payments of principal and interest established by the Bank based on the interest rate specified in paragraph (i) of this section and the residual amortization period of the Loan or the Portion at the payment frequency in effect prior to the expiry.
- (iii) Except if the Bank has issued an offer to renew, extend or amend the Loan or a Portion duly accepted by the Borrower, as of the end of the six-month open term mentioned in paragraph (i) hereinabove, the Loan or the Portion shall be repaid in full, in principal, interest, costs and other amounts, without further notice.

Furthermore, if the requested documents and/or information are provided in full to the Bank but no offer is duly accepted by the Borrower prior to the end of the Term of the Loan or of the Portion, the Loan or the Portion may be renewed, at the Bank's discretion, for only one six-month term at the same conditions as those indicated in the previous paragraphs.

The Bank may, at its discretion and without being obligated to do so, waive its right to invoke any default of the Borrower hereunder to enable the application of this section.

The Borrower cannot, without the prior written consent of the Bank, substitute a third party to the rights of the Bank under the Security or this Loan. Finally, for the purposes of this section, the term enures to the exclusive benefit of the Bank.

## **19. ASSIGNMENT**

The Bank may, from time to time and without the consent of the Borrower, assign to any other person, the amounts owed under the Loan, with or without the benefit of the rights provided for under this Offer and the Security. However, the Borrower may not assign its rights under this Offer without obtaining the prior written consent of the Bank. This Offer binds the Bank's successors and assigns as well as the Borrower's heirs, legal representatives, successors and assigns.

## **20. PROMOTIONS**

### **20.1 Cashback**

If the Borrower benefits from a cashback promotion, the amount of the cashback is indicated on line 11 of the Loan Summary. This amount will be deposited on the Loan disbursement date in the bank account designated by the Borrower for this purpose.

### **20.2 Repayment of the promotion**

Any promotion the Borrower may benefit from is conditional on the Loan being maintained for the entire Term. Consequently, if the Loan is repaid in full, refinanced or renewed before the Term expiry date for whatever reason (including if the repayment is based on an event of default under this Offer), the Borrower must reimburse to the Bank a portion of the cashback it received or the interest savings from which it has benefited in proportion to the Term still remaining. This reimbursement is in addition to any prepayment charge or any applicable fees. The Bank may capitalize the amount thus owing prior to the payment in full, refinancing or renewal before the expiry of the Loan.

## **21. CONFLICT**

In the event of a conflict between the provisions of this Offer and those of the Security or any other document concerning the Loan, the provisions in this Offer will prevail.

## **22. SEVERABILITY**

If a provision of this Offer is declared null or invalid by a competent court, this will not affect any of the other provisions in this Offer which will remain in full force and effect.

**23. FEES AND EXPENSES****23.1 File study fee**

A non-refundable study fee of \$5 513.00 is payable by the Borrower and will be collected directly from the Borrower's bank account upon acceptance of this Offer.

**23.2 Appraisal fee**

A fee of \$\_\_\_\_\_ will be collected by the Bank for the appraisal of any Mortgaged Property for which the Bank requires an appraisal in accordance with paragraph 2.2.4.

**23.3 Inspection fee**

A fee of \$\_\_\_\_\_ will be collected by the Bank for the inspection of any Mortgaged Property for which the Bank finances the construction, improvements or renovation costs.

**23.4 Late delivery fees**

In the event of a late delivery of the financial information set out in paragraph 2.2.2 of this Offer or the information relating to the Mortgaged Property taken as security by the Bank as set out in paragraph 2.2.3 of this Offer, monthly fees of \$50.00 will be collected by the Bank as of the 181st day of the calendar year-end for an individual and as of the 121st day of the fiscal year-end for any other person or entity.

**23.5 Monitoring fees**

In the event that the Loan or a Portion is expired and is not repaid or renewed, a monthly monitoring fee of \$50.00 will be collected from the Borrower as of the Term expiry date, until the Borrower (i) has provided all the required documents and signed the renewal offer or (ii) has repaid in full the Loan or the Portion, in principal, interest, costs and other amounts.

**23.6 Periodic administration fees**

On each Payment Date, the Borrower must pay to the Bank a periodic administration fee then in effect, which corresponds to the lesser of the two following amounts: the amount indicated on line 12 of the Loan Summary or 1/8 of 1% of the principal balance of the Loan on the concerned Payment Date.

**23.7 Default charges**

If the Borrower is in default under this Offer, the Borrower agrees to pay all costs and expenses that the Bank may incur to recover any unpaid amount and to exercise its rights and recourses. The Borrower also agrees to pay the fees for processing a refused payment.

**23.8 Other fees**

The Borrower may have to pay other fees related to the Loan, including those for the following operations:

- a) Request to change the Payment frequency;
- b) Request to reprint a previously issued statement;
- c) Process a notice of sale for unpaid Property Taxes;
- d) Request to change the type of Payment (variable rate loan only);
- e) Transfer the Loan to another financial institution (except Quebec);
- f) Examine documents and produce resolutions/powers of attorney for discharges (except Alberta and Quebec);
- g) Prepare and register a discharge (Ontario only).

The amount of these fees may be obtained on the Bank's website [www.nbc.ca](http://www.nbc.ca) or at its business centre.

Finally, fees may be payable to the Bank for certain optional services that the Borrower may subscribe to. Applicable fees and conditions under which these services may be cancelled will be provided when the Borrower signs up for these services.

**23.9 Modification of fees**

The Bank can modify the amounts of the applicable fees by giving the Borrower 30 days' notice. The Borrower agrees to pay these fees based on the fees in effect at the time of payment.

**23.10 Fees and charges**

All fees and charges in connection with this Offer are payable by the Borrower, including without limitation professional (including the notary/solicitor fees for the preparation of the documentation related to this Offer), auditing asset, inspection, title insurance, and survey fees, as well as the fees required to register the Security, whether the Loan is disbursed or not.

**24. PRE-AUTHORIZED DEBIT**

By signing this Offer, the Borrower expressly authorizes the Bank to debit the designated bank account indicated below for the payments due and all the fees related to the Loan specified in this Offer. If the debit amount is fixed, the Bank will notify the Borrower of the amount 10 days before the date of the first debit. The Borrower waives this 10-day notice if the debit is variable or if the Borrower gives any other instructions in order to modify the terms and conditions of the Loan.

Account No.	Transit No.	Financial institution No.	Name and address of financial institution
0148922	08691	006	NATIONAL BANK OF CANADA



The Borrower can cancel this authorization at any time by giving 30 days' written notice. The Borrower can visit a National Bank branch, contact a specialized TelNat representative at 1-888-483-5628 or visit [www.cdnpay.ca](http://www.cdnpay.ca) to obtain a cancellation form or any information on its right to cancel a pre-authorized debit.

The Borrower has certain recourse rights if any debit does not comply with this authorization. For example, the Borrower has the right to receive reimbursement if a debit is not authorized or is not consistent with the authorization. To obtain more information on such recourse rights, the Borrower can contact the Bank in the manner indicated above or visit [www.cdnpay.ca](http://www.cdnpay.ca).

## 25. COUNTERPARTS

This Offer may be executed in several counterparts, and each of the parties may sign a different counterpart. All such counterparts taken together constitute one and the same document. The electronic transmission (by fax, by scanned attachment to an email or by any other medium, technology, record or computer system chosen by the Bank) of this Offer signed by the Borrower or the guarantor (including by electronic signature) has the same effect as if the Borrower or guarantor had manually delivered to the Bank a copy of this Offer signed by it. Such electronic counterparts are deemed to be originals.

## 26. COLLECTION, USE AND DISCLOSURE OF INFORMATION

The Borrower and each of the persons signing this Offer authorize the Bank to collect and use all information and material pertaining to them or their property the Bank has or may have obtained for the purposes of granting credit or insurance (where permitted by law) or for loan default insurance or regulatory purposes, and further authorize the Bank to disclose, exchange or transfer such information and materials, without notice to or consent of the Borrower or the other persons signing this Offer, to:

- a) affiliated companies and subsidiaries of the Bank;
- b) any person having or proposing to acquire any interest in all or any part of the Loan or insurance granted by the Bank from time to time pursuant to this Offer (including their respective advisors, agents, lawyers, accountants, consultants, appraisers, credit verification sources, custodians, credit rating agencies, servicers or other securitization participants);
- c) a loan default insurer, if applicable;
- d) the CMHC, as the program administrator of a national program for pooling and securitizing housing loans, if applicable;
- e) any governmental authority having regulatory jurisdiction over the Bank or any of its activities; and
- f) any other person in connection with any collection or enforcement proceedings taken under or in respect of credit or insurance granted by the Bank from time to time pursuant to this Offer.

Furthermore, the Borrower and each of the persons signing this Offer authorize the Bank to obtain and collect information from time to time pertaining to them or their property from any person likely to have such information (credit reporting and assessment agencies, financial institutions, creditors, employers, taxation authorities, public organizations and registries, persons with whom they have a business relationship and the Bank's affiliated companies and subsidiaries) for the purpose of verifying the accuracy of information provided to the Bank from time to time and to ensure the solvency of the Borrower and all persons signing this Offer, and to disclose, exchange, or transfer such information, without notice to or consent of the Borrower or the other persons signing this Offer, to those persons identified in the above paragraphs a) through f).

The Bank may also use and disclose all such information and materials as described above in accordance with the Bank's privacy policies, available on the Bank's website at [www.nbc.ca](http://www.nbc.ca) and at the Bank's branches.

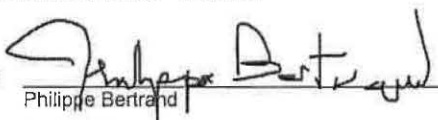
## 27. GOVERNING LAW

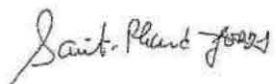
This Offer is governed and interpreted in accordance with the laws of the Province of Ontario.

If you agree with the terms and conditions of this Offer, please accept and return a duly signed copy of this Offer to the undersigned, no than 5 p.m. on June 25<sup>th</sup> 2021. After this date, the Bank retains its right to cancel or to modify this Offer without notice.

Yours very truly,

NATIONAL BANK OF CANADA

By:   
Philippe Bertrand  
Senior - Manager - Multi-residential Financing

  
Jerry Saint-Phard  
Account manager

**ACCEPTANCE**

By signing below, you acknowledge having read this Offer, including without limitation, the authorizations regarding the collection, use and disclosure of your information, and accept all the terms and conditions and the obligations set forth in this Offer. You also agree to respect each of the terms and conditions of this Offer and to execute them. Moreover, you agree that this Offer becomes the credit agreement of a term loan secured by hypothec/mortgage that binds the parties.

- ☐ In addition, you expressly acknowledge and confirm that the Security already held by the Bank and specified in subsection 2.1 of this Offer that has been given to secure the performance of all the Borrower's obligations, direct and indirect, present and future, towards the Bank, will also secure the performance of all the Borrower's obligations towards the Bank under this Offer, including without limitation, the repayment of the Loan.

Signed at Barrie, this 15 day of June.

**Commcache Asset management INC**

By: [Signature] By: \_\_\_\_\_  
Benjamin Oakes

By: \_\_\_\_\_ By: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_



**GUARANTEE (Quebec only)****Guarantee**

For good and valuable consideration, the undersigned, hereinafter called the "Guarantor", guarantees the payment of all sums that the Borrower currently owes and shall in the future owe to National Bank of Canada (hereinafter called the "Bank"), in principal, interest and costs under the above Offer up to the amount set out in section 1 [OR] up to an amount equivalent to \_\_\_\_\_ % of any amount owing by the Borrower to the Bank, in principal, interest and fees.

**Solidary Liability**

This Guarantee shall bind the Guarantor solidarily with the Borrower and with any other guarantor; if this Guarantee is signed by more than one person, the term "Guarantor" shall designate each of the undersigned. The Guarantor shall therefore be liable for the aggregate of the obligations of the Borrower to the Bank, not exceeding however the amount provided for in Section 1.

**Continuing Guarantee**

This guarantee is a continuing guarantee and shall subsist notwithstanding occasional repayment of the Borrower's debts and obligations in whole or in part. It guarantees all the Borrower's present and future debts and obligations to the Bank, whether direct or indirect, and regardless of their nature or whether the debts and obligations were contracted by the Borrower alone or with others. The Guarantor also undertakes to pay all expenses incurred by the Bank to collect on the Borrower's debts and obligations.

**Time of Payment**

This guarantee will oblige the Guarantor to pay any amount claimed by the Bank hereunder on demand. The Bank shall not be required in any way to exercise its recourses against the Borrower or any other person liable for the Borrower's debts and obligations, nor to realize on any security whatsoever, nor to await the results of any liquidation of property; the Guarantor therefore waives any benefit of division and discussion.

**Demand for Payment**

Any demand for payment made to the Guarantor may be mailed to the Guarantor's last address known to the Bank, and the demand shall be deemed to have been made from the day of its mailing. The amount of any demand for payment shall bear interest at the annual Prime Rate of the Bank then in effect, plus three per cent (3%).

**Scope of Guarantor's Undertaking**

This Guarantee shall be valid even if the Borrower is not a legal person or does not have legal capacity. If the Borrower is a partnership, this Guarantee shall survive notwithstanding any change in the members, the business, or purpose of the partnership. If the Borrower is a corporation, this guarantee shall survive notwithstanding any change in the constitution, business or purpose of the corporation and the amalgamation of the Borrower with any other entity. Furthermore, the Guarantor waives the right to invoke any grounds for nullity of the Borrower's debts and obligations or any excess or lack of power on the part of the persons having acted on the Borrower's behalf to incur the debts and obligations in the Borrower's name.

**Liability of Guarantor**

The liability of the Guarantor shall not be reduced or modified if, without the consent of the Guarantor, the Bank grants delays in payment to the Borrower or to any other person liable with the Borrower or on behalf of the Borrower or waives its rights against such other person including another guarantor. The Guarantor shall remain liable for the Borrower's debts and obligations even if the Borrower or any other person is released from such debts and obligations as a result of bankruptcy, a proposal, an arrangement, or for any other reason.

**Rights of the Bank**

This guarantee is in addition to and not in substitution for any other security or guarantee which the Bank holds or may hold. The Bank may apply any payment received by it and the proceeds from the realization on any security, as it deems appropriate. The Guarantor shall not be subrogated in the rights of the Bank until the Bank has received payment in full of the Borrower's debts and obligations.

**Subordination**

All debts and liabilities, present and future, of the Guarantor to the Borrower are hereby subordinated to the Borrower's debts and obligations to the Bank. Should the Guarantor nonetheless receive sums in payment of these debts, he shall hold such sums as a depository and trustee for the Bank, and shall deliver the sums to the Bank without delay. Any amount thereby received by the Guarantor will not reduce the Borrower's obligations to the Bank as long as this amount has not been paid to the Bank.

Any payment to which the Guarantor may be entitled to in the absence of this subordination will have to be made in favour of the Bank by the entity making the payment (i.e., the Borrower, a trustee in bankruptcy or further to a proposal by the Borrower, a liquidator, an entity carrying out a forced disposal of the assets of the Borrower or any other person). The Guarantor undertakes to give instructions to the entity making the payment to make this payment directly to the Bank.

**Revocation**

This Guarantee shall be binding upon the Guarantor and its successors unless revoked by a written notice served on the manager of the Bank branch or to the office of the Bank where the Guarantee was delivered. This revocation shall be effective only for debts and obligations incurred by the Borrower subsequent to the date on which the notice was served. Such revocation shall have no effect with respect to debts and obligations incurred subsequent thereto if such debts and obligations arise from express or tacit agreements between the Bank and the Borrower or on its behalf before the notice of revocation. If this Guarantee is signed by several guarantors, the revocation shall apply to the Guarantor who has given notice.

**Change in Circumstances**

This Guarantee shall remain in force despite any change in the circumstances which brought the Guarantor to give such Guarantee, notwithstanding the termination of the duties of the Guarantor or the Borrower, or any change in these duties or in the relationship between the Guarantor and the Borrower.

**Successor of the Bank**

This Guarantee shall bind the Guarantor to the Bank and any successor thereof, by way of merger or otherwise. The security given to the Bank by the Guarantor shall also be valid with respect to any successor of the Bank.

**Applicable Law**

This guarantee shall be governed by and construed in accordance with the laws of the Province of Quebec. The Guarantor acknowledges the jurisdiction of the courts of that province regarding any and all aspects of this Guarantee or the remedies arising therefrom.

SIGNED and delivered at _____ this _____ day of _____ 20____.	
Witness	
Witness	
Witness	
Witness	
Witness	
Witness	



**GUARANTEE**  
(Canada except Quebec)

**TO: NATIONAL BANK OF CANADA**

In consideration of National Bank of Canada (hereinafter referred to as the "Bank") dealing with the Borrower, the undersigned and each of them, if more than one, hereby jointly and severally, between them and with the Borrower, guarantee payment to the Bank of all debts and liabilities of the Borrower under the Offer up to an amount set out in section 1

1. This guarantee shall not be affected by the death or loss or diminution of capacity of the Borrower or of the Guarantor or by any change in the name of the Borrower or in the membership of the firm of the Borrower through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the business of the Borrower by a corporation, firm or person, or by any change whatsoever in the objects, capital structure or constitution of the Borrower, or by the Borrower or the business of the Borrower being amalgamated with a firm or corporation but shall, notwithstanding the occurrence of any such event, continue to exist and apply to the full extent as if such event has not occurred. The Guarantor agrees to monitor changes in the financial position of the Borrower and hereby releases the Bank from any liability resulting therefrom.
2. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Borrower or of the directors, partners or agents thereof, or that the Borrower may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals or credits, the whole whether known to the Bank or not. Any sum which may not be recoverable from the Guarantor under the terms of a guarantee shall be recoverable from the Guarantor as sole and principal debtor in respect thereof and shall be paid to the Bank on demand with interest and incidental charges as herein provided.
3. This guarantee shall continue and be enforceable notwithstanding any amalgamation of the Bank with any other bank(s), financial institution(s) or other corporation(s), and any further amalgamation.
4. It is further agreed that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Bank.
5. This guarantee shall bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns. Any future notice of termination shall apply only to those debts or liabilities of the Borrower incurred or arising after receipt of the notice by the Bank, but not in respect of any prior debts or liabilities, matured or not. The notice of termination shall have no effect on those debts or liabilities incurred after reception of said notice which will result from express or implied commitments made prior to receipt. This guarantee will only be terminated in the manner outlined above for the Guarantor who has submitted a notice of termination. It shall remain in effect for the full amount with respect to the other Guarantor(s) who has(have) signed below.
6. This guarantee shall not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. It is agreed that the Bank, without exonerating in whole or in part the Guarantor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take security from, and give up or release any or part of the security held, may abstain from taking, perfecting, registering or renewing security or from realizing on security, may accept compromises and otherwise deal with the Bank as it may see fit. It is further agreed that all dividends and monies received by the Bank from the Borrower or from any other person, capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be considered for all purposes as payment in gross which the Bank shall have the right to apply as it may see fit, not being bound by the law of imputation and that the Bank shall be entitled to prove against the estate of the Borrower upon any insolvency or winding-up, in respect of the whole said debts and liabilities. The Guarantor shall have no right to be subrogated to the Bank until the Bank shall have received payment in full of its claims against the Borrower with interest and costs. For greater certainty and without limitation, this guarantee will continue to apply in accordance with its terms and conditions to all present and future debts and liabilities of the Borrower howsoever created including such debts and liabilities which may have matured or been expressly terminated by operation of law or any previous contract or instrument but revived, restated or recreated in any manner whatsoever and whether or not the undersigned has executed any contract or instrument other than this guarantee. A request for execution of the undersigned and failure to obtain it shall not amount to a waiver of this continuing obligation of the undersigned.
7. If any circumstances arise necessitating the Bank to file its claim against the estate of the Borrower and to value its security, it will be entitled to place such valuation as the Bank may in its discretion see fit, and the filing of such claim and the valuation of its security shall in no way prejudice or restrict its rights against the Guarantor.
8. The Bank shall not be obliged to exhaust its recourse against the Borrower or other persons or the security it may hold before being entitled to payment from the Guarantor or any and all debts and liabilities hereby guaranteed and it shall not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
9. All indebtedness and liability, present and future, of the Borrower to the Guarantor are hereby assigned to the Bank and postponed to the present and future debts and liabilities of the Borrower to the Bank. All monies received from the Borrower or on his behalf by the Guarantor shall be held in his capacity as agent, mandatary and trustee for the Bank and shall be paid over to the Bank forthwith. This provision will remain in full force and effect, notwithstanding the termination of the guarantee pursuant to the provisions of paragraph 5 in which event it will terminate when the debts and liabilities of the Borrower to the Bank covered by this guarantee pursuant to paragraph 5 hereof have been paid in full.
10. This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and without prejudice to any other security by whomsoever given, at any time held by the Bank and the Bank shall be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon.
11. The Guarantor shall be bound by an account settled between the Bank and the Borrower and, if no such account has been settled, any account stated by the Bank shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Borrower to the Bank.

12. The Guarantor shall make payment to the Bank for the amount of his liability forthwith after demand therefor is made in writing. Such demand shall be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at his last address known to the Bank is mailed. The liability of the Guarantor shall bear interest from the date of such demand at the rate or rates then applicable to the debts and obligations of the Borrower to the Bank.
13. This guarantee and agreement shall be valid and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been complied with. None of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of the Guarantor hereunder begins on the date of his signature on this letter of guarantee.
14. This guarantee shall be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Borrower and also upon the heirs, executors, administrators and successors of the Guarantor and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity shall not affect the other provisions hereof.
15. The Guarantor acknowledges having read and taken cognizance of this Guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained therein.
16. This Guarantee shall be construed and governed in accordance with the laws of the Province of Ontario and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this Letter of Guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.

SIGNED and delivered at

*Barrie*

this

*15* day of *June*

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Witness

Benjamin Oakes

Witness

Witness

Witness

Witness

Witness

This is Exhibit "D" referred to in the  
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the  
City of Montreal, in the Province of Quebec, before me at the  
City of Toronto, in the Province of Ontario,  
this 24th day of July, 2024 in accordance with  
*O. Reg. 431/20, Administering Oath or Declaration Remotely.*

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

A Commissioner for taking affidavits




**OFFER AND CREDIT AGREEMENT  
OF A TERM LOAN SECURED  
BY HYPOTHEC/MORTGAGE**

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920 Boul. St-Joseph, Bur.200 Gatineau (Quebec) J8Z-1S9

Address of branch or business centre (the "Bank")

2022 02 02

Date (YYYY MM DD)

Name and address of the "Borrower":  
Commcache Asset Management INC  
3665 Maple Grove Road  
Innisfil, Ontario  
L9S-3B1

**RE:** Offer of mortgage financing

Dear Sir,

National Bank of Canada (the "Bank") is pleased to offer the Borrower mortgage financing for a maximum of \$1 818 000.00 (the "Loan")

with respect to the property located at 199-215 John Street East, Blenheim (ONT) N0P 1A0

No. Street, City, Province, Postal code

\_\_\_\_\_ (the "Property"),  
subject to the terms and conditions set out in this offer (the "Offer of Financing" or the "Offer").

This Offer shall become null and void if the Loan is not disbursed by March 9<sup>th</sup> 2022.

This Offer of financing binds the Borrower and the Bank if they accept and sign it, and will constitute the Credit Agreement of a Term Loan Secured by hypothec/mortgage.

The particulars of your financing are as follows:

**LOAN AMOUNT BREAKDOWN**

☒ Fixed-rate loan  
For Portion(s) No.: 1

☐ Variable-rate loan  
For Portion(s) No.: \_\_\_\_\_

Base financing amount:	<u><b>\$1 818 000.00</b></u>
Additional amounts financed:	<u>\$</u>
• Loan insurance premium (CMHC):	<u>\$</u>
• CMHC fee:	<u>\$</u>
Other:	<u>\$</u>
Total Loan amount:	<u><b>\$1 818 000.00</b></u>

**Terms that begin with an upper-case letter shall have the meanings given to them in section 13 below.  
The Bank recommends that the parties to this Offer of Financing read section 13.**

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## LOAN SUMMARY

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		Portion No. 1	Portion No. 2	Portion No. 3
	<b>Loan No.</b>	<b>4163307</b>		
1.	Principal amount	<b>\$1 818 000.00</b>	<b>\$</b>	<b>\$</b>
2a)	Annual interest rate (Fixed-rate loan)	<b>3.33 %</b> per year calculated semi-annually and not in advance	<b>%</b> per year calculated semi-annually and not in advance	<b>%</b> per year calculated semi-annually and not in advance
	Annual interest rate (Variable-rate loan)	<b>%</b> per year calculated monthly and not in advance	<b>%</b> per year calculated monthly and not in advance	<b>%</b> per year calculated monthly and not in advance
		PR* <b>=</b> <b>%</b> (+/-) spread VIR	PR* <b>=</b> <b>%</b> (+/-) spread VIR	PR* <b>=</b> <b>%</b> (+/-) spread VIR
2b)	Determination of interest	* The variable interest rate (VIR) will fluctuate in accordance with changes in the Prime Rate (PR) of the Bank and will be adjusted every		
		<b>month(s) or</b> <b>week(s)</b>	<b>month(s) or</b> <b>week(s)</b>	<b>month(s) or</b> <b>week(s)</b>
		Closed term used to determine the interest rate:		
		<b>months</b>	<b>months</b>	<b>months</b>
	Critical rate	<b>%</b>	<b>%</b>	<b>%</b>
3.	Posted rate	<b>2.94%</b>	<b>%</b>	<b>%</b>
4.	Interest rate applicable while progress advances are being made	Prior to Interest Adjustment Date: PR* <b>=</b> <b>%</b> (+/-) spread VIR		
5.	Interest adjustment date	<b>2022/03/15</b> YYYY MM DD	<b>/ /</b> YYYY MM DD	<b>/ /</b> YYYY MM DD
6.	Term	<b>24 months (term)</b> <input type="checkbox"/> open term <input checked="" type="checkbox"/> closed term	<b>months (term)</b> <input type="checkbox"/> open term <input type="checkbox"/> closed term	<b>months (term)</b> <input type="checkbox"/> open term <input type="checkbox"/> closed term
		The open-term loan is repayable before expiry without prepayment charge. The closed-term loan is repayable before expiry subject to a prepayment charge as specified below.		
7.	Expiry date	<b>2024/03/15</b> YYYY MM DD	<b>/ /</b> YYYY MM DD	<b>/ /</b> YYYY MM DD
8.	Payments (if the applicable rate is variable and the Borrower has not opted for the fixed payments indicated on line 9, the payment is subject to changes in accordance with subparagraph 5.4.1.1)	<b>\$8 914.38</b> Date of first payment <b>2022/04/15</b> YYYY MM DD Payment schedule <b>15</b> day Payments are to be made: <input checked="" type="checkbox"/> monthly <input type="checkbox"/> every 2 weeks <input type="checkbox"/> weekly	<b>\$</b> Date of first payment <b>/ /</b> YYYY MM DD Payment schedule <b>day</b> Payments are to be made: <input type="checkbox"/> monthly <input type="checkbox"/> every 2 weeks <input type="checkbox"/> weekly	<b>\$</b> Date of first payment <b>/ /</b> YYYY MM DD Payment schedule <b>day</b> Payments are to be made: <input type="checkbox"/> monthly <input type="checkbox"/> every 2 weeks <input type="checkbox"/> weekly
9.	Fixed payments (Variable-rate loan)	<b>\$</b>	<b>\$</b>	<b>\$</b>
10.	Amortization period	<b>300 months</b>	<b>months</b>	<b>months</b>
11.	Promotion (if applicable)	<b>\$</b> Cashback	<b>\$</b> Cashback	<b>\$</b> Cashback
	Designated bank account (promotion)	Transit No.: _____ Institution No.: _____ Account No.: _____		
12.	Periodic administration fees	The lesser of 1/8 of 1% of the principal balance of the Portion or the following amount: <b>\$5.00</b>	<b>\$</b>	<b>\$</b>
13.	Payments for property taxes (at frequency indicated on line 8)	<b>\$</b>	<b>\$</b>	<b>\$</b>

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Other terms - financing of prepayment charge payable for any amendments with a blended interest rate				
14.	Blended rate, amount of prepayment charge financed by applying the blended rate and corresponding payment amount (Fixed-rate loan)	<div>_____ % per year</div> <div>calculated semi-annually and not in advance</div> <div>\$ _____</div> <div>Prepayment charge</div> <div>\$ _____</div> <div>Payment</div>	<div>_____ % per year</div> <div>calculated semi-annually and not in advance</div> <div>\$ _____</div> <div>Prepayment charge</div> <div>\$ _____</div> <div>Payment</div>	<div>_____ % per year</div> <div>calculated semi-annually and not in advance</div> <div>\$ _____</div> <div>Prepayment charge</div> <div>\$ _____</div> <div>Payment</div>
15.	Blended rate, amount of prepayment charge financed by applying the blended rate and corresponding payment amount (Variable-rate loan)	<div>_____ + _____ %</div> <div>VIR _____</div> <div>= _____ per year</div> <div>Blended Rate</div> <div>calculated monthly and not in advance</div> <div>\$ _____</div> <div>Prepayment charge</div> <div>\$ _____</div> <div>Payment</div>	<div>_____ + _____ %</div> <div>VIR _____</div> <div>= _____ per year</div> <div>Blended Rate</div> <div>calculated monthly and not in advance</div> <div>\$ _____</div> <div>Prepayment charge</div> <div>\$ _____</div> <div>Payment</div>	<div>_____ + _____ %</div> <div>VIR _____</div> <div>= _____ per year</div> <div>Blended Rate</div> <div>calculated monthly and not in advance</div> <div>\$ _____</div> <div>Prepayment charge</div> <div>\$ _____</div> <div>Payment</div>

## THE BORROWER AND THE BANK AGREE AS FOLLOWS:

### 1. LOAN

#### 1.1 Total Loan amount

The Bank grants to the Borrower a new credit in the form of a term loan secured by the Security described hereinbelow, up to a maximum amount of CAN\$ 1,818,000.00 (the "Loan"), corresponding to the total of the amounts specified on line 1 of the Summary.

#### 1.2 Purpose of Loan

The Loan made by the Bank to the Borrower is to be used to refinance the Property.

#### 1.3 Non-application of the Cost of Borrowing (Banks) Regulations

The Borrower represents that the ownership, the operation and the management of the Property are considered to be an activity for which it has a reasonable expectation of profit. Consequently and based on this expectation, the Borrower represents that the Loan is granted for business purposes only as per the *Cost of Borrowing (Banks) Regulations* SOR/2001-101.

### 2. FINANCING CONDITIONS

#### 2.1 Security

Unless otherwise provided, all obligations, present and future, direct and indirect, of the Borrower towards the Bank, are currently and/or shall at all times be secured by the following security and prepared on the Bank's forms, namely:

- ☐ A \_\_\_\_\_ ranking charge/immovable hypothec in the amount of \$ \_\_\_\_\_ against the Property and registered in the \_\_\_\_\_ (insert province name) Land Register under number \_\_\_\_\_ ☐ and in the Register of Personal and Movable Real Rights (RPMRR) under number \_\_\_\_\_ or in the personal property security registry of \_\_\_\_\_ (insert province name) under number \_\_\_\_\_.

If the Loan is insured by the CMHC, without limiting the provisions of such charge/immovable hypothec, you agree that (a) the language stated above "all obligations, present and future, direct and indirect, of the Borrower towards the Bank" will not apply and (b) the charge/immovable hypothec will secure all obligations, present and future, direct and indirect, of the Borrower towards the Bank arising under each Loan Agreement and related loan documents;

- ☒ A ☒ first (or) ☐ \_\_\_\_\_ ranking charge/immovable hypothec against the property(ies) and for the sum of the amounts specified in the Information Box related to the Mortgaged Property, including a general assignment/hypothec of rents as additional security ☒ and a security/movable hypothec on all the assets physically attached or not to each property specified in the Information Box related to the Mortgaged Property and which, in Quebec, serve to run a business or pursue operations or, in Ontario, are located on, used in the operation of, or otherwise related to said property.

If the Loan is insured by the CMHC, without limiting the provisions of such charge/immovable hypothec, you agree that (a) the language stated above "all obligations, present and future, direct and indirect, of the Borrower towards the Bank" will not apply and (b) the charge/immovable hypothec will secure all obligations, present and future, direct and indirect, of the Borrower towards the Bank arising under each Loan Agreement and related loan documents;

- ☐ A first ☐ (or) ☐ \_\_\_\_\_ ranking universal hypothec on all the movable/immovable property, against the described property and for the sum of the amounts specified in the Information Box related to the Mortgaged Property, also including a hypothec of rents as additional security;

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- ☐ A ☐ first (or) ☐ \_\_\_\_\_ ranking hypothec on/assignment of the life insurance policy of \_\_\_\_\_ in the amount of \$\_\_\_\_\_;
- ☒ A first ranking hypothec/security on all movable/personal property, corporeal and incorporeal/tangible or intangible, present and future, used for or related to the use of the immovable/real property, including, without limitation all rights in contracts, permits and licences related to this immovable/real property as well as all rights, titles and interests in insurance indemnities, proceeds, benefits or other benefits resulting from the Borrower's insurance policies on the property covered by this hypothec/security;
- ☒ A rider designating the Bank as the beneficiary of the proceeds of the insurance policies covering all mortgaged properties up to their full replacement value.

The Borrower shall also grant to the Bank any additional security that may be required under the certificate of insurance issued by the CMHC, where applicable.

(Hereinafter collectively, the "**Security**")

- ☒ A guarantee in the amount of \$1 818 000.00 given by Benjamin Oakes;
- ☐ A guarantee by \_\_\_\_\_ in an amount equivalent to \_\_\_\_\_% of any sum owing by the Borrower to the Bank in principal, interest and fees;
- ☒ Other security: Assesment of rents

Property	<u>199-215 John Street East</u>		
	Address		
	<u>Blenheim</u>	<u>Ontario</u>	
	City	Province	
	<u>N0P 1A0</u>	<u>Lot No.</u>	<u>\$1 818 000.00</u>
	Postal code		Amount of the mortgage/hypothec
Other property	<u>Address</u>		
	City		
	Province		
	<u>\$</u>		
	<u>Postal code</u>	<u>Lot No.</u>	<u>Amount of the mortgage/hypothec</u>

(Hereinafter collectively, the "**Mortgaged Property**")

The above Security is granted to secure all present and future obligations of the Borrower under the Loan and any agreements entered into with the Bank. In the event that the Borrower applies for new credits from the Bank and that the Bank agrees, the Bank may, at its discretion, secure them by the above Security. Although the amount of the Security may exceed the amount of the Loan granted under this Offer in order to secure any new advances or loans, the Bank is under no obligation to grant an additional credit. In addition, the Security constitutes continuing and permanent security against the Mortgaged Property and this Offer of Financing does not create novation for any existing credit.

## 2.2 Conditions precedent to disbursement

Prior to the date of disbursement of the Loan or the first progressive disbursements, if applicable, the Borrower and/or any Guarantor must have provided, carried out or executed the following, to the satisfaction of the Bank:

### 2.2.1 General information

Deliver and sign any document that may reasonably be requested by the Bank in order to give full force and effect to the provisions hereof, including without limitation, the Security documents duly registered according to the rank required by the Bank.

Furnish a true copy of the constating documents of the Borrower and/or any corporate Guarantor, and any amendments thereto, as applicable.

When the Loan is granted under the National Housing Act, R.S.C. 1985, c. N-11, the requirements and conditions required under the certificate of insurance issued by the CMHC shall always be completely satisfied.

- ☐ Furnish proof of the Borrower's contribution of at least \$\_\_\_\_\_.

Pay all fees and costs required by the Bank.

### 2.2.2 Financial information

Provide signed and dated financial statements of the following persons for the most recent fiscal year in the form as follows ☐ audited ☐ review engagement or ☒ notice to reader:

- ☒ the Borrower;
- ☐ any corporate Guarantor of the Borrower;
- ☐ any corporation that owns the Mortgaged Property.
- ☒ Provide a signed and dated personal balance sheet or statement of net worth of the following persons, and evidence of the assets, if applicable:

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- ☐ the Borrower;
- ☒ any Guarantor of the Borrower;
- ☐ any person who owns the Mortgaged Property.
- ☒ Provide the most recent income tax return (provincial and federal) and corresponding notices of assessment of the following persons:
- ☐ the Borrower;
- ☒ any Guarantor of the Borrower;
- ☐ any person who owns the Mortgaged Property.

### 2.2.3 Information relating to the Mortgaged Property

Provide for each Mortgaged Property:

- ☒ a copy of the title of ownership, a recent certificate of location/land survey, a layout certificate (Quebec, if applicable) and proof of payment in full, without subrogation, of all property taxes, and land transfer taxes;
- ☒ the rent roll, duly signed and dated, which includes the following information per rental unit: the street address of the rental unit, the tenant's name, the number of square feet and/or number of rooms, the rental price, the initial date of the lease, the expiry date of the lease and all the services included in the rent (electricity, hot water, water tax, heating, parking, laundry, stove, refrigerator, dishwasher, furniture, etc.);
- ☒ a copy of the current leases and all the renewals duly accepted;
- ☒ the statement of income and expenses, duly signed and dated, for the most recent fiscal year;
- ☒ the statements of account for municipal and school taxes, as well as the proof of their payment in full, without subrogation.

The insurance policy against fire and other risks, including without limitation, protection against any disaster covering the revenue generated by any Mortgaged Property as well as breakdowns of machinery, if applicable. This policy must cover the full replacement value of the buildings located on the Mortgaged Property with the loss payable to the Bank, as mortgagee in accordance with its priority ranking, and contain the standard mortgage clauses approved by the Insurance Bureau of Canada. The policy and the standard mortgage clauses must be to the satisfaction of the Bank.

### 2.2.4 Other information

- ☒ An appraisal report addressed to the Bank on the Mortgaged Property and prepared at the expense of the Borrower by appraisers approved by the Bank, confirming a market value acceptable to the Bank.
- ☒ A phase 1 environmental site assessment addressed to the Bank for each Mortgaged Property.
- ☐ An environmental questionnaire for each Mortgaged Property duly completed on the form used at the Bank.
- ☐ A copy of the offer to purchase the Property duly accepted and signed.
- ☐ A copy of the contract for the work to be performed on the Property.
- ☐ An "All Risks" insurance policy to cover the liability of the contractor performing the work on the Property.
- ☐ Conclusive proof that the Borrower has obtained all the building permits and the zoning permissions required for the Property.
- ☐ Satisfactory evidence that the general contractor is duly certified and in good standing with the CSST and the CCQ.
- ☐ Acknowledgement of receipt of the CMHC's certificate confirming that the Loan is insured and conclusive proof demonstrating that all conditions mentioned in the certificate are complied with.
- ☐ A copy of the site layout plans confirming that the work will be done within the boundaries of the Property.
- ☐ Acknowledgement of receipt of the following documents (civil or matrimonial status proof, etc.) within \_\_\_\_ days of the acceptance of this Offer:

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### 3. OTHER FINANCING CONDITIONS

#### 3.1 Usual conditions

The Borrower and/or any Guarantor, as the case may be, shall deliver to the Bank, upon its request, the following documents, to the satisfaction of the Bank:

- ☒ Annually, within 180 days of the calendar year-end for an individual and within 120 days of the fiscal year-end for any other person or entity:

- ☒ The financial information specified in paragraph 2.2.2 of this Offer.
- ☒ The information relating to the Mortgaged Property specified in paragraph 2.2.3 of this Offer.

- ☒ Other conditions:

No 2<sup>nd</sup> rank will be registered on this property without obtaining National Bank's authorization. National Bank document are to be signed before any disburse. Before disbursement, lawyer will provide to the bank a complete copy of the title insurance covering zoning and fire code retrofit and survey certificate. The application fees of 6,363.00\$ will be deducted from the disbursement. Repayment of mortgage # 3991931 from the disbursement. Insurance must include protection for loss of rental income in the amount of 245,916.00\$. By accepting this financial offer you acknowledged that you will not be eligible for principal and interest moratorium for 12 months following the disbursement. Before any disbursement; 1) National Bank of Canada must obtain letter of transmission for the use of the appraisal report.

#### 3.2 Additional conditions

The Borrower and/or any Guarantor, as the case may be, shall deliver to the Bank the following documents, to the satisfaction of the Bank:

- ☒ The application form for life, disability and critical illness insurance duly completed, signed and witnessed to indicate whether or not the Borrower wants to apply for such insurance offered by the Bank.
- ☒ A title insurance policy issued by a title insurance company approved by the Bank or i) a survey plan for Ontario and British Columbia; ii) a surveyor's certificate/certificate of location for Manitoba, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Quebec; or iii) a search report on the property for Alberta and Saskatchewan, prepared and certified by a qualified surveyor/land surveyor.
- ☐ If the Mortgaged Property is a strata or condominium unit, the Strata/Condominium corporation or syndicate of co-owners must be informed of the Bank's rights. The Bank must also be provided with the Strata/Condominium Plan or an Estoppel Certificate (for all provinces except Quebec).

When the Loan is granted under the *National Housing Act*, R.S.C. 1985, c. N-11, the Borrower shall provide annually to the Bank and the CMHC, if applicable, all documents required under the certificate of insurance issued by the CMHC.

If the Loan is intended for a Property purchase, the purchase price must not be less than \$ .

#### 3.3 Insured Loan and securitized programs

##### 3.3.1 Priority of the Loan over an uninsured loan

If the Loan is insured, the Loan is separate and distinct from any other loan secured by the Security. Reference to the term "Loan" includes any replacement, refinancing, renewal or modification of the Loan. The Loan will have priority over any uninsured loan secured by the Security, upon default occurring under the Security as to payment, collection, enforcement and realization.

##### 3.3.2 Securitization programs administered by the CMHC

The Loan may be included in a national program for pooling and securitizing housing loans, under which the CMHC acts as program administrator, trustee and guarantor if timely payment of securities. As long as the Loan is included in such a program, the Bank will not, as against the loan insurer or the program administrator:

- a) Exercise its remedies resulting from the Security for any uninsured loan without discharging the Security against any persons, including the Borrower; and
- b) Exercise any available rights of consolidation, cross-collateralization or cross default that may exist in its favor.

#### 3.4 Representations and warranties of the Borrower and any Guarantor

The Borrower and any Guarantor respectively represent and warrant to the Bank that:

- 3.4.1 It is a duly constituted entity, in good standing under its governing laws, and it has the powers, permits and licences required to carry on its business and to own and administer its property;
- 3.4.2 There has been no material adverse change to its financial situation since the date of its last annual financial statements and/or to the other financial information submitted to the Bank. Such statements and information faithfully represented, on the date of their making, its financial situation. No material liabilities other than those already disclosed to the Bank are expected;

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- 3.4.3** It has a good and marketable title with respect to all its property, including without limitation, the Mortgaged Property, which are free and clear of all prior claims, hypothecs, mortgages, charges, liens or any other similar encumbrances having priority over the rights of the Bank;
- 3.4.4** It is not party to any litigation or legal proceedings which could have a negative material impact on its financial situation or on its ability to carry on its business;
- 3.4.5** It is not in default under any contract, including those concluded with the Bank;
- 3.4.6** All taxes, assessments, income taxes or other levies payable by the Borrower or leviable on its assets have been paid when due, without subrogation in favour of a third party;
- 3.4.7** The Loan to be used for mortgage financing under the terms of this offer is intended to be used by a third party (or on his behalf) whose information is detailed in Appendix A "Information about the Third Party".  
☐ (Please tick and complete Appendix A "Information about the Third Party");

**[OR]**

the Loan to be used for mortgage financing under the terms of this offer is not intended to be used by a third party (or on his behalf). ☒ (Please tick).

#### **4. INTEREST**

##### **4.1 Interest payments**

The Borrower must pay interest on the principal of the Loan, calculated at the applicable rate of the Loan or of the Portion, until the principal is repaid in full. During the Term, the interest is payable by way of Payments, at the frequency indicated on line 8 of the Loan Summary.

Each Payment includes payment toward the loan principal amount, the accrued interest and, if applicable, a portion for the property taxes and charges and periodic administration fees.

The interest shall accrue from the date of the first disbursement of the Loan and continue to accrue and be calculated on the outstanding principal until the principal is repaid in full.

If the Loan is disbursed in whole or in part prior to the Interest Adjustment Date, the Bank may, at its sole discretion, either deduct the accrued interest from any disbursement or request that the interest be paid on a monthly basis from the date of each disbursement until the Interest Adjustment Date. On the Interest Adjustment Date, any accrued interest on the principal until that date, inclusively, is then due and payable.

The interest is calculated, not in advance, using the monthly calculation method for the Variable Rate and using the semi-annual calculation method for the Fixed Rate.

##### **4.2 Applicable interest rate**

###### **4.2.1 Fixed-rate loan**

The Loan bears interest at the fixed rate set out in line 2a) of the Loan Summary, both before and after the Interest Adjustment Date, until the Term expiry date, notwithstanding the occurrence of a default other than the one specified in section 17 herein or until a judgment is rendered against the Borrower.

###### **4.2.2 Variable-rate loan**

The Loan bears interest at the Variable Rate until the Term expiry date and notwithstanding the occurrence of a default other than the one specified in section 17 herein or until a judgment is rendered against the Borrower. As of the disbursement date, the Variable Interest Rate applicable to the Loan corresponds to the rate indicated on line 2b) of the Loan Summary, subject to such fluctuations in the Bank's Prime Rate and the automatic adjustments to be made in accordance with line 2b) of the Loan Summary.

##### **4.3 Interest rate applicable to a Loan disbursed by way of progress advances**

If the Loan is disbursed by way of progress advances, the Loan bears interest until the Interest Adjustment Date, at the rate indicated on line 4 of the Loan Summary. As of the Interest Adjustment Date, the Loan bears interest as indicated in paragraphs 4.2.1 or 4.2.2, as applicable.

##### **4.4 Due and unpaid interest**

Any due and unpaid interest bears interest at the interest rate applicable to the Loan or to the Portion of the Loan to which it relates, until it is paid in full. Interest on unpaid interest is compounded using the same interest rate and at the same frequency as interest on Payments.

#### **5. PAYMENTS**

##### **5.1 Determination of amounts**

The Borrower must reimburse the principal and the interest due on the Loan by way of consecutive Payments as of the first Payment Date until the Term expiry date. At that time, the Borrower must repay any outstanding balance in principal, interest, fees and other amounts.

The Payments applicable to a variable-rate Portion initially correspond to the amount indicated on line 8 or 9, as the case may be, of the Loan Summary and may thereafter be modified as specified in subparagraphs 5.4.1.1 and 5.4.1.2 of this Offer, as the case may be.

The Payments applicable to a fixed-rate Portion correspond to the amount indicated on line 8 of the Loan Summary for the duration of the Term of such Portion.

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**5.2 Offset not authorized**

All amounts owed under the terms and conditions of this Offer must be paid in full when due, without any possibility of offset, deduction or reduction. Even if the Bank owes an amount to the Borrower, the Borrower cannot deduct this amount from its Payments or from the amount owed at the end of the Term.

**5.3 Change of frequency upon an event of default**

If the Borrower is in default of two consecutive Payments, the Bank reserves the right to set a monthly frequency for the Borrower's payments if the frequency indicated on line 8 of the Loan Summary is shorter.

**5.4 Type of payments****5.4.1 Variable-rate loan****5.4.1.1 Variable payments**

If the Borrower chooses to repay the Loan by way of variable Payments, the amount of the first Payment corresponds to the amount indicated on line 8 of the Loan Summary. This amount is calculated using the applicable Amortization Period and the interest rate, which are respectively indicated on lines 10 and 2b) of the Loan Summary. After the first Payment, the payment amount may increase or decrease depending on the fluctuations in the Variable Interest Rate in order to ensure that the duration of the Amortization Period never changes.

**5.4.1.2 Fixed payments**

If the Borrower chooses to repay the Loan by way of fixed Payments, the amount of the Payment corresponds to the amount of the fixed Payment indicated on line 9 of the Loan Summary as long as the Variable Interest Rate does not exceed the Critical Rate.

If the Variable Interest Rate increases, the Borrower agrees that a larger portion of the fixed Payment be applied to the payment of the interest and a smaller portion to the repayment of the principal. As a result, the outstanding balance at the Term expiry date could be higher than the balance indicated on the most recent statement. Moreover, if the Variable Interest Rate reaches or exceeds the Critical Rate, the Borrower agrees that the fixed Payment be increased to ensure the Loan is repaid in full during the Amortization Period. The Bank will inform the Borrower of any increase in the fixed Payment by way of a written notice. Upon receipt of such notice, the Borrower must pay, on each Payment Date, the increased amount of the fixed Payment. If, on a Payment Date, the interest accrued on the outstanding principal exceeds the amount of the fixed Payment, the outstanding interest will bear interest at the Variable Interest Rate and will be payable on demand.

**5.4.1.3 Accelerated payments (weekly or every 2 weeks)**

If the Borrower chooses a payment frequency every 2 weeks or weekly (line 8 of the Loan Summary), the Borrower benefits from accelerated payments. Such accelerated payments pay half of a monthly payment every two weeks (every 2 weeks frequency) or the quarter of a monthly payment every week (weekly frequency).

**5.4.2 Fixed-rate loan****5.4.2.1 Fixed payments**

The fixed-rate Loan is repaid by way of fixed Payments; the amount of the Payment corresponds to the amount of the fixed Payment indicated on line 8 of Loan Summary.

**5.4.2.2 Accelerated payments (weekly or every 2 weeks)**

If the Borrower chooses a payment frequency every 2 weeks or weekly (line 8 of the Loan Summary), the Borrower benefits from accelerated payments. Such accelerated payments pay half of a monthly payment every two weeks (every 2 weeks frequency) or the quarter of a monthly payment every week (weekly frequency).

**6. VERBAL AGREEMENT FOR CERTAIN CONDITIONS REGARDING TERM LOANS**

The Borrower and the Bank may verbally agree on the following conditions: term extension, new term, applicable interest rate and payment dates. The loan would remain subject to the other applicable conditions.

The conditions may be confirmed by email or regular mail to the Borrower and Guarantor.

Neither the Bank nor the Borrower are obligated to extend the term of the loan. At the end of the term, the Borrower may repay the loan in full and the Bank may require repayment.

This provision applies to all term loans granted by the Bank to the Borrower, regardless of whether these term loans are covered by this Offer.

**7. PLACE AND TIME OF PAYMENTS**

All payments due to the Bank under this Offer must be made at the address indicated at the beginning of this Offer or at any other address the Bank may advise the Borrower of in writing.

Any payment made after 12 p.m. (noon) is deemed to be made on the following business day. All payments made to the Bank must be made in legal currency of Canada.



**8. ALLOCATION OF PAYMENTS**

Each payment is applied first to interest and costs and then to the Loan principal.

**A82****9. PREPAYMENT****9.1 Variable-rate loan**

The Borrower can only benefit from the prepayment privileges specified in this subsection. These privileges are available only if the Borrower is not in default under this Offer. If the Borrower does not use this privilege in a given calendar year, the Borrower cannot carry it forward to the following years.

**9.1.1 Prepayment with prepayment charge**

The Borrower may prepay all or part of the outstanding principal of a Portion at any time prior to the end of the Term, if the Borrower pays a prepayment charge. The amount of such prepayment charge corresponds to three months of interest calculated on the prepaid amount and at the Bank's standard interest rate in effect on the date of calculation for a variable-rate mortgage loan of the same type as the Portion.

The components used to calculate the prepayment charge include the following:

- a) The prepayment amount;
- b) The standard interest rate for a variable-rate mortgage loan on the date of calculation, which is the date of the statement provided by the Bank to the Borrower after the Borrower has advised the Bank of its intention to make a prepayment.

This standard interest rate consists of the Bank's Prime Rate plus a spread. The Bank's standard interest rate and its components effective on a given date may be obtained on the Bank's website ([www.nbc.ca](http://www.nbc.ca)) or at its business centre. This standard rate may differ from the variable rate for the Portion. The standard interest rate used for the above calculations is the rate effective on the date of the statement provided by the Bank to the Borrower after the Borrower has advised the Bank of its intention to make a prepayment.

If there is no standard interest rate announced for a term equivalent to the remaining term of the Portion, the Bank will determine the standard rate by using the average of the rates announced for the two terms closest to the remaining period of the Portion.

**9.1.2 Renegotiation and refinancing**

If a Portion is renegotiated or refinanced during the Term, a prepayment charge may be payable.

**9.2 Fixed-rate loan****9.2.1 Prepayment (closed-term loan)**

If a Portion has a closed term as indicated on line 6 of the Loan Summary, the Borrower benefits only from the prepayment privileges specified in this paragraph for that Portion. These privileges are available only if the Borrower is not in default under this Offer. If the Borrower does not use this privilege in a given calendar year, the Borrower cannot carry it forward to the following years.

**9.2.1.1 Prepayment with prepayment charge**

The Borrower may prepay all or part of the outstanding principal of a Portion at any time before the end of the Term, if the Borrower pays an amount equal to the higher of the following two amounts:

- a) An amount equal to three months of interest calculated on the prepaid amount and at the posted rate for the Portion as described below;
- b) The sum of the following two amounts:
  - (i) one month of interest on the prepaid amount at the posted rate for the Portion, up to a maximum amount of \$500; and
  - (ii) the interest rate differential; the interest differential is the discounted value (calculated at the standard rate indicated below) of the excess of the interest which the amount prepaid would earn at the posted rate for the remaining term of the Portion over the interest which the amount prepaid would earn during the same period at the standard rate indicated below.

The standard interest rate used for the above calculations is the rate effective on the date of the statement provided by the Bank to the Borrower after the Borrower has advised the Bank of its intention to make a prepayment.

The standard interest rate and its components effective on a given date may be obtained on the Bank's website ([www.nbc.ca](http://www.nbc.ca)) or at its business centre. If there is no standard interest rate announced for a term equivalent to the remaining term of the Portion, the Bank will determine the standard rate by using the average of the rates announced for the two terms closest to the remaining period of the Portion.

**9.2.1.2 Term longer than 5 years**

If the Borrower benefits from section 10 of the *Interest Act* (Canada), the prepayment charge payable cannot exceed the amount specified in clause 8.2.1.2a), when the Term of the Portion is longer than 5 years and the prepayment is made more than 5 years after the Interest Adjustment Date.

**9.2.1.3 Renegotiation and refinancing**

If a Portion with a closed term is renegotiated or refinanced during the Term, a prepayment charge may be payable.

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**9.2.2 Prepayment (open-term loan)**

If a Portion is an open term as indicated on line 6 of the Loan Summary, the Borrower may at any time repay all or part of the Portion balance without notice or prepayment charge.

**A83****10. RIGHT TO CONVERT THE VARIABLE INTEREST RATE TO A FIXED RATE**

If the Borrower is not in default under the terms and conditions this Offer and meets the Bank's standard credit requirements, the Borrower may convert the Variable Interest Rate into a Fixed Interest Rate corresponding to the rate then applicable to mortgage loans offered by the Bank with a fixed rate and a closed term equal to or longer than the remaining Term of the Loan. However, the Term of the Loan will remain as indicated on line 6 of the Loan Summary. If necessary, the Borrower undertakes to sign an amendment agreement and to pay any file administration and processing fees that the Bank will be entitled to charge. The Borrower can only exercise this right once for each of the Portions of the Loan and, once exercised, this right is irrevocable and will apply as of the date of the next Payment until the end of the Term.

**11. CONSTRUCTION**

If the purpose of the Loan is to finance the construction or renovation of a building or other improvements, the Loan is disbursed by way of progress advances based on the progress of the work, which must be confirmed by an appraiser or another cost consultant chosen by the Bank. A minimum holdback equivalent to the percentage set out in the table below based on the province where the Property is situated, or equivalent to any other percentage determined by the Bank, as the case may be, shall be applied to each advance of the Loan, based on the conditions that the Bank deems acceptable. The total holdback will be released 5 days after the expiry of the statutory registration period following the completion of the work to register a legal hypothec, a charge, a lien or a priority against the Property, as long as no such charge or legal right has been registered or recorded against the Property.

Provinces	Holdback percentage	Duration of the holdback
Quebec/Ontario/British Columbia/ Alberta/Saskatchewan/Nova Scotia/ Newfoundland and Labrador	10%	<ul style="list-style-type: none"> <li>• Nova Scotia and Ontario: 60 days</li> <li>• British Columbia: 55 days</li> <li>• Alberta: 45 days</li> <li>• Saskatchewan: 40 days</li> <li>• Quebec, Newfoundland and Labrador: 30 days</li> </ul>
Manitoba	7.5%	<ul style="list-style-type: none"> <li>• Manitoba: 40 days</li> </ul>
Prince Edward Island/New Brunswick	15%	<ul style="list-style-type: none"> <li>• Prince Edward Island and New Brunswick: 60 days</li> </ul>

The construction or renovation must be completed at or before the Interest Adjustment Date. All amounts owed for work and materials will be paid when due, and all items and accessories related to the buildings will be incorporated before the Interest Adjustment Date.

**12. PROPERTY TAXES****12.1 Payment of property taxes**

At the Bank's request, the Borrower will pay, at the same time and in addition to the Payment of the Portion that it has designated, the amount indicated on line 13 of the Loan Summary which will be deposited to an account opened by the Bank for this purpose. This amount is based on the Bank's estimate of the total amount of the Property Taxes payable on the Mortgaged Property for the 12-month period following this estimate. The Bank reviews its estimate of the Mortgaged Property annually on January 1st and from time to time based on information it may receive. Payments required under this section shall be calculated on the basis of the most recent estimate made by the Bank.

**12.2 Canada Deposit Insurance Corporation (CDIC) protection**

The Canada Deposit Insurance Corporation (CDIC) is a federal Crown corporation that protects certain deposits per insured category and at financial institutions that are CDIC members. Coverage is free and automatic. You don't have to sign up. Certain deposits in Canadian currency and payable in Canada are insurable in accordance with the *Canada Deposit Insurance Corporation Act*.

For deposits in an account opened for the purpose of paying property taxes, CDIC encourages you to learn about CDIC protection by reviewing the CDIC brochure available at [www.cdic.ca/en/financial-community/cdic-display-requirements/Documents/cdic-abbreviated-brochure-en.pdf](http://www.cdic.ca/en/financial-community/cdic-display-requirements/Documents/cdic-abbreviated-brochure-en.pdf) or at your branch or business centre.

**12.3 Use of amounts paid to the Bank**

The Bank will hold the payments of the Borrower up to the amount of the Loan, in accordance with this section, as security for the performance of all the Borrower's obligations under this Offer or the Security, including the payment of the Property Taxes. Therefore, the Borrower cannot withdraw these amounts and the Bank is not bound to reimburse them to the Borrower as long as these obligations have not been executed in full. The amounts held by the Bank bear interest at the rate and in accordance with the terms and conditions published by the Bank from time to time for deposit accounts for the payment of taxes. If the Borrower is in default, the Bank may, at its discretion, offset part or all of these amounts held by the Bank by any amount the Borrower owes. However, if the Borrower is not in default when the Property Taxes are payable, the Bank will use these amounts to pay the Borrower's Property Taxes.

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**12.4 Presenting tax statements and related documents**

The Borrower undertakes to send the Bank immediately upon receipt, all notices, invoices, statements and related documents that the Borrower receives with regard to the Property Taxes. The Bank is not bound to pay the Property Taxes if the Borrower neglected to send the Bank, prior to the due date, the notices, invoices, statements and related documents indicating that the Property Taxes are due.

**12.5 Insufficient funds to pay the Property Taxes**

On the date the Property Taxes are due, if the amount payable exceeds the total the Borrower has paid into the account opened for this purpose, the Borrower must immediately pay to the Bank an amount sufficient to cover the difference. If the Borrower does not do so, the Bank could (but is not bound to) pay the amounts due, thereby creating an account overdraft. This overdraft will bear interest at the interest rate applicable to the Loan or to the Portion for which payments for Property Taxes are required, if any, until the overdraft is repaid in full.

**13. EVENTS OF DEFAULT AND RECOURSES****13.1 Default**

The Borrower is in default under this Offer in each of the following cases:

- a) If any of the amounts owed under this Offer is not paid when due;
- b) If the Mortgaged Property is sold, assigned, mortgaged or otherwise disposed of without the prior written consent of the Bank;
- c) If the Borrower and/or any Guarantor is in default of fulfilling one of its obligations under this Offer, under the Security documents or under any other document giving effect to the provisions of this Offer;
- d) If one of the statements of the Borrower and/or any Guarantor made in this Offer is false, incorrect or untrue;
- e) If the Borrower and/or any Guarantor fails to perform any of its obligations under any other binding offer or agreement with the Bank;
- f) If the Borrower and/or any Guarantor becomes insolvent, bankrupt or in the process of winding up, makes an assignment of its property for the benefit of its creditors, files a proposal or gives notice of its intention to file such proposal, is under reorganization, ceases to operate its business or if there has been any material adverse change to its financial situation;
- g) If the Borrower and/or any Guarantor changes its effective control without the prior written consent of the Bank or if the Borrower and/or any Guarantor ceases to operate its business or substantially changes the nature of its operations or business;
- h) If a Mortgaged Property is seized or is repossessed by a creditor, receiver, trustee or any person exercising similar functions;
- i) If a substantial part, in the opinion of the Bank, of the assets of the Borrower or any Guarantor is repossessed by a creditor, trustee, receiver or other third party, is subject to a notice of exercise of hypothecary recourse or to a notice of withdrawal to collect claims, or is seized;
- j) In the event that the Loan is made under the *National Housing Act*, R.S.C. 1985, c. N-11, if the Property is materially changed compared to the original building plan submitted to the Bank without the prior written consent of the Bank and the CMHC, or if the Property ceases to be used as a principal residence by its occupants or if the Property is used for commercial, professional, hotel or industrial activities.

A default under this Offer will constitute a default under the terms of the Security.

**13.2 Recourses**

Upon the occurrence of a default under this Offer, all principal, interest, fees and other amounts owed with respect to the Loan immediately become payable on request.

The Bank may therefore exercise, at its discretion, one or several of the following recourses:

- a) Demand the immediate payment of all amounts owed;
- b) Exercise the recourses permitted by law to recover the outstanding amounts;
- c) Exercise the rights conferred under the Security held in order to secure the Borrower's obligations under this Offer; or
- d) Exercise all other rights and recourses available under this Offer or any applicable legislation.

If the Bank decides not to exercise one or several of the rights and recourses available upon the occurrence of a default or if the Bank decides not to immediately demand that the Borrower or any Guarantor remedy this default, the Bank reserves its right to exercise these recourses at a later date, at its sole discretion.

In addition, the Borrower agrees that the Bank can demand immediate payment of a Portion or exercise the recourses provided under in this Offer without necessarily demanding the immediate payment of or exercising the recourses concerning another Portion.

**14. DEFINITIONS**

Unless otherwise indicated, the capitalized terms below shall have the following meanings in this Offer:

- a) "**Amortization Period**" means the number of months required to repay the Loan or a Portion in full, based on the frequency, the amount of the Payments and the interest rate set out in this Offer. The Amortization Period is

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indicated for information purposes on line 10 of the Loan Summary and its duration may change if the repayment terms and conditions of the Loan or a Portion are amended during the Term;

- b) **"CMHC"** means the Canada Mortgage and Housing Corporation;
- c) **"Critical Rate"** means the rate indicated on line 2b) of the Loan Summary, if applicable to the Loan, beyond which the fixed Payment indicated on line 9 is no longer sufficient to cover the interest due on the principal of the Loan;
- d) **"Fixed Interest Rate"** or **"Fixed Rate"** means the interest rate applicable to a fixed-rate Loan for which the formula is indicated on line 2a) of the Loan Summary;
- e) **"Guarantor"** means, unless otherwise intended in this Offer, any individuals, corporations, partnerships as well as any other type of entity that grant or have previously granted a guarantee in favour of the Bank;
- f) **"Information Box related to the Mortgaged Property"** refers to the table summarizing the properties taken as security by the Bank pursuant to subsection 2.1 of this Offer;
- g) **"Interest Adjustment Date"** means the date on which the Term begins, as indicated on line 5 of the Loan Summary. However, if the Loan is insured by the CMHC, the Interest Adjustment Date must be no later than two months after the first of the following events:
  - 1) The date of the final Loan disbursement; or
  - 2) The date on which most of the construction, renovation, repair, restoration, transformation and improvement work of the Property is completed;
- h) **"Loan Agreement"** means, collectively, any contract, offer, or other document relating to an offer of financing between the Bank and the Borrower, as amended, modified, replaced, and/or extended from time to time.
- i) **"Loan Summary"** refers to the table provided on page 2 of this Offer, which sets out the main terms and conditions of the Loan;
- j) **"Mortgaged Property"** means all the properties taken as security by the Bank and described in the Information Box related to the Mortgaged Property;
- k) **"Offer"** or **"Offer of Financing"** means this Offer and credit agreement of a term loan secured by hypothec/mortgage and its appendices, as amended, supplemented or renewed from time to time;
- l) **"Payment"** means the amount of principal and interest that must be paid at the frequency agreed upon in order to reimburse the Loan in accordance with the terms and conditions set out herein, as indicated on line 8 of the Loan Summary;
- m) **"Payment Date"** means each date on which a Payment is due under line 8 of the Loan Summary;
- n) **"Portion"** means a portion of the Loan that has its own interest rate, term, repayment and amortization terms and conditions, if applicable;
- o) **"Prime Rate"** or **"PR"** means the variable annual interest rate that the Bank publishes from time to time and uses to determine the interest rates applicable to its Canadian dollar loans in Canada and which is available on the website [www.nbc.ca](http://www.nbc.ca);
- p) **"Property Taxes"** means all taxes and other property expenses payable in respect of the Loan and the Mortgaged Property or incurred following a transaction between the Borrower and the Bank, excluding the income tax payable by the Bank;
- q) **"Property"** refers to the property of the Borrower described on the first page of this Offer and for which the financing is offered;
- r) **"Security"** means any security granted by the Borrower or a Guarantor in favour of the Bank pursuant to subsection 2.1 of this Offer and to any amendments;
- s) **"Term"** means the period for which the repayment terms and conditions of the Loan or the applicable Portion have been established based on the Amortization Period of the Loan and the applicable interest rate, and at the end of which the balance of the Loan, in principal, interest, fees and other amounts, is payable;
- t) **"Variable Interest Rate"** or **"Variable Rate"** or **"VIR"** means the interest rate applicable to a variable-rate Loan for which the formula is indicated on line 2b) of the Loan Summary.

## 15. LIABILITY OF THE BORROWERS

If more than one person is designated as Borrower, each of these persons is solidarily liable (Quebec only) or jointly and severally liable (Canada except Quebec) for the obligations of the Borrower under this Offer.

## 16. LEGAL ADVISOR

Upon acceptance of this Offer, the Borrower will provide the Bank with the name and address of its legal advisor who will prepare the Security. The Borrower's legal advisor must deliver to the Bank a copy of its professional liability insurance policy in an amount at least equal to the higher of the amount of the Loan or the Security, and must maintain that coverage for the entire term of the Loan and its renewals, if any.

Notwithstanding the foregoing, the Bank reserves the right under all circumstances to request that the Borrower retains a solicitor/notary (Quebec only) approved by the Bank at the Borrower's expense. For the province of British Columbia only, the Bank may allow the Borrower to use a notary public unless the Loan has more than one Portion. In such case, a solicitor must complete all legal documentation.

## 17. INCREASED RISK, CANCELLATION AND FORCE MAJEURE

Should a material change, deemed unfavourable by the Bank, occur in the (i) level of inherent risk in the financing, (ii) the financial situation of the Borrower or any guarantor, (iii) the value of the property given as security to the Bank by the

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Borrower or any guarantor or the value of their business, (iv) the rank of the security granted in favour of the Bank, or (v) the Borrower's capacity to meet its obligations to the Bank, pursuant to the law or the terms and conditions of any contract deemed material by the Bank, the Bank reserves the right to cancel the Loan at its sole discretion and demand repayment of any amount already disbursed in this respect and, at expiry, to refuse to renew.

The Bank will not be bound by this Offer nor liable for the damages or losses arising from the non-performance of its obligations under this Offer in the case of force majeure.

## **18. AMENDMENTS, RENEWALS AND EXTENSIONS**

The Loan or each Portion may, from time to time and at the Bank's discretion, be renewed, extended or amended by way of a prior written offer or a prior verbal agreement as described in section 6. Furthermore, in anticipation of the end of the Term, the Borrower and/or any Guarantor, if applicable, have the responsibility to update and transmit to the Bank, at least 60 days prior the end of the Term (the "prescribed period"), all documents and information indicated in paragraphs 2.2.2 and 2.2.3, in addition to any other document or information deemed necessary by the Bank for such renewal, extension or amendment in writing at least 30 days prior to the beginning of the prescribed period. Should the Borrower fail to provide any of the requested documents or information to the Bank in said prescribed period, as of the end of the Term and until the Borrower has provided all the required documents or information to the Bank and an offer is issued and duly accepted by the Borrower, the following conditions may apply, at the discretion of the Bank, provided that the Borrower is not otherwise in default hereunder and that all payments (in principal and interest) due have been paid in full at the end of the Term:

- (i) The Loan or the Portion is automatically renewed for a single six-month open term bearing interest at the interest rate applicable for fixed-rate mortgage loans with a six-month open term in effect at the Bank on the Term expiry date; and
- (ii) The Borrower has the obligation to make blended periodic payments of principal and interest established by the Bank based on the interest rate specified in paragraph (i) of this section and the residual amortization period of the Loan or the Portion at the payment frequency in effect prior to the expiry.
- (iii) Except if the Bank has issued an offer to renew, extend or amend the Loan or a Portion duly accepted by the Borrower, as of the end of the six-month open term mentioned in paragraph (i) hereinabove, the Loan or the Portion shall be repaid in full, in principal, interest, costs and other amounts, without further notice.

Furthermore, if the requested documents and/or information are provided in full to the Bank but no offer is duly accepted by the Borrower prior to the end of the Term of the Loan or of the Portion, the Loan or the Portion may be renewed, at the Bank's discretion, for only one six-month term at the same conditions as those indicated in the previous paragraphs.

The Bank may, at its discretion and without being obligated to do so, waive its right to invoke any default of the Borrower hereunder to enable the application of this section.

The Borrower cannot, without the prior written consent of the Bank, substitute a third party to the rights of the Bank under the Security or this Loan. Finally, for the purposes of this section, the term enures to the exclusive benefit of the Bank.

## **19. ASSIGNMENT**

The Bank may, from time to time and without the consent of the Borrower, assign to any other person, the amounts owed under the Loan, with or without the benefit of the rights provided for under this Offer and the Security. However, the Borrower may not assign its rights under this Offer without obtaining the prior written consent of the Bank. This Offer binds the Bank's successors and assigns as well as the Borrower's heirs, legal representatives, successors and assigns.

## **20. PROMOTIONS**

### **20.1 Cashback**

If the Borrower benefits from a cashback promotion, the amount of the cashback is indicated on line 11 of the Loan Summary. This amount will be deposited on the Loan disbursement date in the bank account designated by the Borrower for this purpose.

### **20.2 Repayment of the promotion**

Any promotion the Borrower may benefit from is conditional on the Loan being maintained for the entire Term. Consequently, if the Loan is repaid in full, refinanced or renewed before the Term expiry date for whatever reason (including if the repayment is based on an event of default under this Offer), the Borrower must reimburse to the Bank a portion of the cashback it received or the interest savings from which it has benefited in proportion to the Term still remaining. This reimbursement is in addition to any prepayment charge or any applicable fees. The Bank may capitalize the amount thus owing prior to the payment in full, refinancing or renewal before the expiry of the Loan.

## **21. CONFLICT**

In the event of a conflict between the provisions of this Offer and those of the Security or any other document concerning the Loan, the provisions in this Offer will prevail.

## **22. SEVERABILITY**

If a provision of this Offer is declared null or invalid by a competent court, this will not affect any of the other provisions in this Offer which will remain in full force and effect.

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**23. FEES AND EXPENSES****23.1 File study fee**

A non-refundable study fee of **\$6 363.00** is payable by the Borrower and will be collected directly from the Borrower's bank account upon acceptance of this Offer.

**23.2 Appraisal fee**

A fee of \$\_\_\_\_\_ will be collected by the Bank for the appraisal of any Mortgaged Property for which the Bank requires an appraisal in accordance with paragraph 2.2.4.

**23.3 Inspection fee**

A fee of \$\_\_\_\_\_ will be collected by the Bank for the inspection of any Mortgaged Property for which the Bank finances the construction, improvements or renovation costs.

**23.4 Late delivery fees**

In the event of a late delivery of the financial information set out in paragraph 2.2.2 of this Offer or the information relating to the Mortgaged Property taken as security by the Bank as set out in paragraph 2.2.3 of this Offer, monthly fees of **\$50.00** will be collected by the Bank as of the 181st day of the calendar year-end for an individual and as of the 121st day of the fiscal year-end for any other person or entity.

**23.5 Monitoring fees**

In the event that the Loan or a Portion is expired and is not repaid or renewed, a monthly monitoring fee of **\$50.00** will be collected from the Borrower as of the Term expiry date, until the Borrower (i) has provided all the required documents and signed the renewal offer or (ii) has repaid in full the Loan or the Portion, in principal, interest, costs and other amounts.

**23.6 Periodic administration fees**

On each Payment Date, the Borrower must pay to the Bank a periodic administration fee then in effect, which corresponds to the lesser of the two following amounts: the amount indicated on line 12 of the Loan Summary or 1/8 of 1% of the principal balance of the Loan on the concerned Payment Date.

**23.7 Default charges**

If the Borrower is in default under this Offer, the Borrower agrees to pay all costs and expenses that the Bank may incur to recover any unpaid amount and to exercise its rights and recourses. The Borrower also agrees to pay the fees for processing a refused payment.

**23.8 Other fees**

The Borrower may have to pay other fees related to the Loan, including those for the following operations:

- a) Request to change the Payment frequency;
- b) Request to reprint a previously issued statement;
- c) Process a notice of sale for unpaid Property Taxes;
- d) Request to change the type of Payment (variable rate loan only);
- e) Transfer the Loan to another financial institution (except Quebec);
- f) Examine documents and produce resolutions/powers of attorney for discharges (except Alberta and Quebec);
- g) Prepare and register a discharge (Ontario only).

The amount of these fees may be obtained on the Bank's website [www.nbc.ca](http://www.nbc.ca) or at its business centre.

Finally, fees may be payable to the Bank for certain optional services that the Borrower may subscribe to. Applicable fees and conditions under which these services may be cancelled will be provided when the Borrower signs up for these services.

**23.9 Modification of fees**

The Bank can modify the amounts of the applicable fees by giving the Borrower 30 days' notice. The Borrower agrees to pay these fees based on the fees in effect at the time of payment.

**23.10 Fees and charges**

All fees and charges in connection with this Offer are payable by the Borrower, including without limitation professional (including the notary/solicitor fees for the preparation of the documentation related to this Offer), auditing asset, inspection, title insurance, and survey fees, as well as the fees required to register the Security, whether the Loan is disbursed or not.

**24. PRE-AUTHORIZED DEBIT**

By signing this Offer, the Borrower expressly authorizes the Bank to debit the designated bank account indicated below for the payments due and all the fees related to the Loan specified in this Offer. If the debit amount is fixed, the Bank will notify the Borrower of the amount 10 days before the date of the first debit. The Borrower waives this 10-day notice if the debit is variable or if the Borrower gives any other instructions in order to modify the terms and conditions of the Loan.

Account No.	Transit No.	Financial institution No.	Name and address of financial institution
0148922	08691	006	NATIONAL BANK OF CANADA

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The Borrower can cancel this authorization at any time by giving 30 days' written notice. The Borrower can visit a National Bank branch, contact a specialized TelNat representative at 1-888-483-5628 or visit [www.cdnpay.ca](http://www.cdnpay.ca) to obtain a cancellation form or any information on its right to cancel a pre-authorized debit.

The Borrower has certain recourse rights if any debit does not comply with this authorization. For example, the Borrower has the right to receive reimbursement if a debit is not authorized or is not consistent with the authorization. To obtain more information on such recourse rights, the Borrower can contact the Bank in the manner indicated above or visit [www.cdnpay.ca](http://www.cdnpay.ca).

## 25. COUNTERPARTS

This Offer may be executed in several counterparts, and each of the parties may sign a different counterpart. All such counterparts taken together constitute one and the same document. The electronic transmission (by fax, by scanned attachment to an email or by any other medium, technology, record or computer system chosen by the Bank) of this Offer signed by the Borrower or the guarantor (including by electronic signature) has the same effect as if the Borrower or guarantor had manually delivered to the Bank a copy of this Offer signed by it. Such electronic counterparts are deemed to be originals.

## 26. COLLECTION, USE AND DISCLOSURE OF INFORMATION

The Borrower and each of the persons signing this Offer authorize the Bank to collect and use all information and material pertaining to them or their property the Bank has or may have obtained for the purposes of granting credit or insurance (where permitted by law) or for loan default insurance or regulatory purposes, and further authorize the Bank to disclose, exchange or transfer such information and materials, without notice to or consent of the Borrower or the other persons signing this Offer, to:

- a) affiliated companies and subsidiaries of the Bank;
- b) any person having or proposing to acquire any interest in all or any part of the Loan or insurance granted by the Bank from time to time pursuant to this Offer (including their respective advisors, agents, lawyers, accountants, consultants, appraisers, credit verification sources, custodians, credit rating agencies, servicers or other securitization participants);
- c) a loan default insurer, if applicable;
- d) the CMHC, as the program administrator of a national program for pooling and securitizing housing loans, if applicable;
- e) any governmental authority having regulatory jurisdiction over the Bank or any of its activities; and
- f) any other person in connection with any collection or enforcement proceedings taken under or in respect of credit or insurance granted by the Bank from time to time pursuant to this Offer.

Furthermore, the Borrower and each of the persons signing this Offer authorize the Bank to obtain and collect information from time to time pertaining to them or their property from any person likely to have such information (credit reporting and assessment agencies, financial institutions, creditors, employers, taxation authorities, public organizations and registries, persons with whom they have a business relationship and the Bank's affiliated companies and subsidiaries) for the purpose of verifying the accuracy of information provided to the Bank from time to time and to ensure the solvency of the Borrower and all persons signing this Offer, and to disclose, exchange, or transfer such information, without notice to or consent of the Borrower or the other persons signing this Offer, to those persons identified in the above paragraphs a) through f).

The Bank may also use and disclose all such information and materials as described above in accordance with the Bank's privacy policies, available on the Bank's website at [www.nbc.ca](http://www.nbc.ca) and at the Bank's branches.

## 27. GOVERNING LAW

This Offer is governed and interpreted in accordance with the laws of the Province of Ontario.

If you agree with the terms and conditions of this Offer, please accept and return a duly signed copy of this Offer to the undersigned, no than 5 p.m. on March 9<sup>th</sup> 2022. After this date, the Bank retains its right to cancel or to modify this Offer without notice.

Yours very truly,

### NATIONAL BANK OF CANADA

By:



Philippe Bertrand  
Senior Manager – Multi-residential Financing



Jerry Saint-Phard  
Account Representative

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**ACCEPTANCE**

By signing below, you acknowledge having read this Offer, including without limitation, the authorizations regarding the collection, use and disclosure of your information, and accept all the terms and conditions and the obligations set forth in this Offer. You also agree to respect each of the terms and conditions of this Offer and to execute them. Moreover, you agree that this Offer becomes the credit agreement of a term loan secured by hypothec/mortgage that binds the parties.

- ☐ In addition, you expressly acknowledge and confirm that the Security already held by the Bank and specified in subsection 2.1 of this Offer that has been given to secure the performance of all the Borrower's obligations, direct and indirect, present and future, towards the Bank, will also secure the performance of all the Borrower's obligations towards the Bank under this Offer, including without limitation, the repayment of the Loan.

Signed at BARRIE, ON, this 2/25/2022 day of February.

**COMM CACHE ASSET MANAGEMENT INC**

DocuSigned by:  
By: Benjamin Oakes By: \_\_\_\_\_  
Benjamin Oakes

By: \_\_\_\_\_ By: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

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**GUARANTEE** (Quebec only)

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**Guarantee**

For good and valuable consideration, the undersigned, hereinafter called the "Guarantor", guarantees the payment of all sums that the Borrower currently owes and shall in the future owe to National Bank of Canada (hereinafter called the "Bank"), in principal, interest and costs under the above Offer up to the amount set out in section 1 [OR] up to an amount equivalent to \_\_\_\_\_ % of any amount owing by the Borrower to the Bank, in principal, interest and fees.

**Solidary Liability**

This Guarantee shall bind the Guarantor solidarily with the Borrower and with any other guarantor; if this Guarantee is signed by more than one person, the term "Guarantor" shall designate each of the undersigned. The Guarantor shall therefore be liable for the aggregate of the obligations of the Borrower to the Bank, not exceeding however the amount provided for in Section 1.

**Continuing Guarantee**

This guarantee is a continuing guarantee and shall subsist notwithstanding occasional repayment of the Borrower's debts and obligations in whole or in part. It guarantees all the Borrower's present and future debts and obligations to the Bank, whether direct or indirect, and regardless of their nature or whether the debts and obligations were contracted by the Borrower alone or with others. The Guarantor also undertakes to pay all expenses incurred by the Bank to collect on the Borrower's debts and obligations.

**Time of Payment**

This guarantee will oblige the Guarantor to pay any amount claimed by the Bank hereunder on demand. The Bank shall not be required in any way to exercise its recourses against the Borrower or any other person liable for the Borrower's debts and obligations, nor to realize on any security whatsoever, nor to await the results of any liquidation of property; the Guarantor therefore waives any benefit of division and discussion.

**Demand for Payment**

Any demand for payment made to the Guarantor may be mailed to the Guarantor's last address known to the Bank, and the demand shall be deemed to have been made from the day of its mailing. The amount of any demand for payment shall bear interest at the annual Prime Rate of the Bank then in effect, plus three per cent (3%).

**Scope of Guarantor's Undertaking**

This Guarantee shall be valid even if the Borrower is not a legal person or does not have legal capacity. If the Borrower is a partnership, this Guarantee shall survive notwithstanding any change in the members, the business, or purpose of the partnership. If the Borrower is a corporation, this guarantee shall survive notwithstanding any change in the constitution, business or purpose of the corporation and the amalgamation of the Borrower with any other entity. Furthermore, the Guarantor waives the right to invoke any grounds for nullity of the Borrower's debts and obligations or any excess or lack of power on the part of the persons having acted on the Borrower's behalf to incur the debts and obligations in the Borrower's name.

**Liability of Guarantor**

The liability of the Guarantor shall not be reduced or modified if, without the consent of the Guarantor, the Bank grants delays in payment to the Borrower or to any other person liable with the Borrower or on behalf of the Borrower or waives its rights against such other person including another guarantor. The Guarantor shall remain liable for the Borrower's debts and obligations even if the Borrower or any other person is released from such debts and obligations as a result of bankruptcy, a proposal, an arrangement, or for any other reason.

**Rights of the Bank**

This guarantee is in addition to and not in substitution for any other security or guarantee which the Bank holds or may hold. The Bank may apply any payment received by it and the proceeds from the realization on any security, as it deems appropriate. The Guarantor shall not be subrogated in the rights of the Bank until the Bank has received payment in full of the Borrower's debts and obligations.

**Subordination**

All debts and liabilities, present and future, of the Guarantor to the Borrower are hereby subordinated to the Borrower's debts and obligations to the Bank. Should the Guarantor nonetheless receive sums in payment of these debts, he shall hold such sums as a depository and trustee for the Bank, and shall deliver the sums to the Bank without delay. Any amount thereby received by the Guarantor will not reduce the Borrower's obligations to the Bank as long as this amount has not been paid to the Bank.

Any payment to which the Guarantor may be entitled to in the absence of this subordination will have to be made in favour of the Bank by the entity making the payment (i.e., the Borrower, a trustee in bankruptcy or further to a proposal by the Borrower, a liquidator, an entity carrying out a forced disposal of the assets of the Borrower or any other person). The Guarantor undertakes to give instructions to the entity making the payment to make this payment directly to the Bank.

**Revocation**

This Guarantee shall be binding upon the Guarantor and its successors unless revoked by a written notice served on the manager of the Bank branch or to the office of the Bank where the Guarantee was delivered. This revocation shall be effective only for debts and obligations incurred by the Borrower subsequent to the date on which the notice was served. Such revocation shall have no effect with respect to debts and obligations incurred subsequent thereto if such debts and obligations arise from express or tacit agreements between the Bank and the Borrower or on its behalf before the notice of revocation. If this Guarantee is signed by several guarantors, the revocation shall apply to the Guarantor who has given notice.

**Change in Circumstances**

This Guarantee shall remain in force despite any change in the circumstances which brought the Guarantor to give such Guarantee, notwithstanding the termination of the duties of the Guarantor or the Borrower, or any change in these duties or in the relationship between the Guarantor and the Borrower.

**Successor of the Bank**

This Guarantee shall bind the Guarantor to the Bank and any successor thereof, by way of merger or otherwise. The security given to the Bank by the Guarantor shall also be valid with respect to any successor of the Bank.

**Applicable Law**

This guarantee shall be governed by and construed in accordance with the laws of the Province of Quebec. The Guarantor acknowledges the jurisdiction of the courts of that province regarding any and all aspects of this Guarantee or the remedies arising therefrom.

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SIGNED and delivered at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ .

\_\_\_\_\_  
Witness

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Witness

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**GUARANTEE**  
(Canada except Quebec)

**TO: NATIONAL BANK OF CANADA**

In consideration of National Bank of Canada (hereinafter referred to as the "Bank") dealing with the Borrower, the undersigned and each of them, if more than one, hereby jointly and severally, between them and with the Borrower, guarantee payment to the Bank of all debts and liabilities of the Borrower under the Offer up to an amount set out in section 1

1. This guarantee shall not be affected by the death or loss or diminution of capacity of the Borrower or of the Guarantor or by any change in the name of the Borrower or in the membership of the firm of the Borrower through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the business of the Borrower by a corporation, firm or person, or by any change whatsoever in the objects, capital structure or constitution of the Borrower, or by the Borrower or the business of the Borrower being amalgamated with a firm or corporation but shall, notwithstanding the occurrence of any such event, continue to exist and apply to the full extent as if such event has not occurred. The Guarantor agrees to monitor changes in the financial position of the Borrower and hereby releases the Bank from any liability resulting therefrom.
2. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Borrower or of the directors, partners or agents thereof, or that the Borrower may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals or credits, the whole whether known to the Bank or not. Any sum which may not be recoverable from the Guarantor under the terms of a guarantee shall be recoverable from the Guarantor as sole and principal debtor in respect thereof and shall be paid to the Bank on demand with interest and incidental charges as herein provided.
3. This guarantee shall continue and be enforceable notwithstanding any amalgamation of the Bank with any other bank(s), financial institution(s) or other corporation(s), and any further amalgamation.
4. It is further agreed that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Bank.
5. This guarantee shall bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns. Any future notice of termination shall apply only to those debts or liabilities of the Borrower incurred or arising after receipt of the notice by the Bank, but not in respect of any prior debts or liabilities, matured or not. The notice of termination shall have no effect on those debts or liabilities incurred after reception of said notice which will result from express or implied commitments made prior to receipt. This guarantee will only be terminated in the manner outlined above for the Guarantor who has submitted a notice of termination. It shall remain in effect for the full amount with respect to the other Guarantor(s) who has(have) signed below.
6. This guarantee shall not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. It is agreed that the Bank, without exonerating in whole or in part the Guarantor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take security from, and give up or release any or part of the security held, may abstain from taking, perfecting, registering or renewing security or from realizing on security, may accept compromises and otherwise deal with the Bank as it may see fit. It is further agreed that all dividends and monies received by the Bank from the Borrower or from any other person, capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be considered for all purposes as payment in gross which the Bank shall have the right to apply as it may see fit, not being bound by the law of imputation and that the Bank shall be entitled to prove against the estate of the Borrower upon any insolvency or winding-up, in respect of the whole said debts and liabilities. The Guarantor shall have no right to be subrogated to the Bank until the Bank shall have received payment in full of its claims against the Borrower with interest and costs. For greater certainty and without limitation, this guarantee will continue to apply in accordance with its terms and conditions to all present and future debts and liabilities of the Borrower howsoever created including such debts and liabilities which may have matured or been expressly terminated by operation of law or any previous contract or instrument but revived, restated or recreated in any manner whatsoever and whether or not the undersigned has executed any contract or instrument other than this guarantee. A request for execution of the undersigned and failure to obtain it shall not amount to a waiver of this continuing obligation of the undersigned.
7. If any circumstances arise necessitating the Bank to file its claim against the estate of the Borrower and to value its security, it will be entitled to place such valuation as the Bank may in its discretion see fit, and the filing of such claim and the valuation of its security shall in no way prejudice or restrict its rights against the Guarantor.
8. The Bank shall not be obliged to exhaust its recourse against the Borrower or other persons or the security it may hold before being entitled to payment from the Guarantor or any and all debts and liabilities hereby guaranteed and it shall not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
9. All indebtedness and liability, present and future, of the Borrower to the Guarantor are hereby assigned to the Bank and postponed to the present and future debts and liabilities of the Borrower to the Bank. All monies received from the Borrower or on his behalf by the Guarantor shall be held in his capacity as agent, mandatary and trustee for the Bank and shall be paid over to the Bank forthwith. This provision will remain in full force and effect, notwithstanding the termination of the guarantee pursuant to the provisions of paragraph 5 in which event it will terminate when the debts and liabilities of the Borrower to the Bank covered by this guarantee pursuant to paragraph 5 hereof have been paid in full.
10. This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and without prejudice to any other security by whomsoever given, at any time held by the Bank and the Bank shall be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon.
11. The Guarantor shall be bound by an account settled between the Bank and the Borrower and, if no such account has been settled, any account stated by the Bank shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Borrower to the Bank.


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12. The Guarantor shall make payment to the Bank for the amount of his liability forthwith after demand therefor is made in writing. Such demand shall be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at his last address known to the Bank is mailed. The liability of the Guarantor shall bear interest from the date of such demand at the rate or rates then applicable to the debts and obligations of the Borrower to the Bank.
13. This guarantee and agreement shall be valid and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been complied with. None of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of the Guarantor hereunder begins on the date of his signature on this letter of guarantee.
14. This guarantee shall be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Borrower and also upon the heirs, executors, administrators and successors of the Guarantor and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity shall not affect the other provisions hereof.
15. The Guarantor acknowledges having read and taken cognizance of this Guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained therein.
16. This Guarantee shall be construed and governed in accordance with the laws of the Province of Ontario and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this Letter of Guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.

SIGNED and delivered at BARCELONA this 2/25/2022 day of 20

DocuSigned by:

  
Witness

DocuSigned by:

  
Benjamin Oakes

Witness

Witness

Witness

Witness

Witness

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This is Exhibit "E" referred to in the  
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the  
City of Montreal, in the Province of Quebec, before me at the  
City of Toronto, in the Province of Ontario,  
this 24th day of July, 2024 in accordance with  
*O. Reg. 431/20, Administering Oath or Declaration Remotely.*

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

A Commissioner for taking affidavits



**OFFER AND CREDIT AGREEMENT  
OF A TERM LOAN SECURED  
BY HYPOTHEC/MORTGAGE**

**A95**

3131 Boul. St-Martin Ouest, Laval Bur. 200 (QC) H7T 2Z5

Address of branch or business centre (the "Bank")

2023 05 08

Date (YYYY MM DD)

Name and address of the "Borrower":  
COMMCACHE ASSET MANAGEMENT INC  
3665 MAPLE GROVE ROAD  
INNISFIL, ONTARIO  
L9S 3B1

**RE:** Offer of mortgage financing

Dear Sir,

National Bank of Canada (the "Bank") is pleased to offer the Borrower mortgage financing for a maximum of \$2 124 692.50 (the "Loan")

with respect to the property located at 220-222 King Street, Sudbury, Ontario P3C-2W1  
No. Street, City, Province, Postal code

\_\_\_\_\_ (the "Property"),  
subject to the terms and conditions set out in this offer (the "Offer of Financing" or the "Offer").

This Offer shall become null and void if the Loan is not disbursed by May 25<sup>th</sup> 2023.

This Offer of financing binds the Borrower and the Bank if they accept and sign it, and will constitute the Credit Agreement of a Term Loan Secured by hypothec/mortgage.

The particulars of your financing are as follows:

**LOAN AMOUNT BREAKDOWN**

☒ Fixed-rate loan  
For Portion(s) No.: 1

☐ Variable-rate loan  
For Portion(s) No.: \_\_\_\_\_

Base financing amount:	<u><b>\$2 017 000.00</b></u>
Additional amounts financed:	<u><b>\$</b></u>
• Loan insurance premium (CMHC):	<u><b>\$105 892.50</b></u>
• CMHC fee:	<u><b>\$1 800.00</b></u>
Other:	<u><b>\$</b></u>
Total Loan amount:	<u><b>\$2 124 692.50</b></u>

**Terms that begin with an upper-case letter shall have the meanings given to them in section 13 below.  
The Bank recommends that the parties to this Offer of Financing read section 13.**

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## LOAN SUMMARY

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		Portion No. 1	Portion No. 2	Portion No. 3
	<b>Loan No.</b>	<b>4271068</b>	_____	_____
1.	Principal amount	<b>\$2 124 692.50</b>	<b>\$</b>	<b>\$</b>
2a)	Annual interest rate (Fixed-rate loan)	<b>4.29 %</b> per year calculated semi-annually and not in advance	_____ % per year calculated semi-annually and not in advance	_____ % per year calculated semi-annually and not in advance
	Annual interest rate (Variable-rate loan)	_____ % per year calculated monthly and not in advance	_____ % per year calculated monthly and not in advance	_____ % per year calculated monthly and not in advance
		PR* _____ = _____ % (+/-) spread VIR	PR* _____ = _____ % (+/-) spread VIR	PR* _____ = _____ % (+/-) spread VIR
2b)	Determination of interest	* The variable interest rate (VIR) will fluctuate in accordance with changes in the Prime Rate (PR) of the Bank and will be adjusted every		
		_____ month(s) or _____ week(s)	_____ month(s) or _____ week(s)	_____ month(s) or _____ week(s)
		Closed term used to determine the interest rate:		
		_____ months	_____ months	_____ months
	Critical rate	_____ %	_____ %	_____ %
3.	Posted rate	<b>6.49%</b>	_____ %	_____ %
4.	Interest rate applicable while progress advances are being made	Prior to Interest Adjustment Date:		
		PR* _____ = _____ % (+/-) spread VIR	PR* _____ = _____ % (+/-) spread VIR	PR* _____ = _____ % (+/-) spread VIR
5.	Interest adjustment date	<b>2023/06/15</b> YYYY MM DD	_____/_____/_____ YYYY MM DD	_____/_____/_____ YYYY MM DD
6.	Term	<b>60</b> months (term) <input type="checkbox"/> open term <input checked="" type="checkbox"/> closed term	_____ months (term) <input type="checkbox"/> open term <input type="checkbox"/> closed term	_____ months (term) <input type="checkbox"/> open term <input type="checkbox"/> closed term
		The open-term loan is repayable before expiry without prepayment charge. The closed-term loan is repayable before expiry subject to a prepayment charge as specified below.		
7.	Expiry date	<b>2028/06/15</b> YYYY MM DD	_____/_____/_____ YYYY MM DD	_____/_____/_____ YYYY MM DD
8.	Payments (if the applicable rate is variable and the Borrower has not opted for the fixed payments indicated on line 9, the payment is subject to changes in accordance with subparagraph 5.4.1.1)	<b>\$9 215.99</b> Date of first payment <b>2023/07/15</b> YYYY MM DD Payment schedule <b>15</b> day Payments are to be made: <input checked="" type="checkbox"/> monthly <input type="checkbox"/> every 2 weeks <input type="checkbox"/> weekly	<b>\$</b> Date of first payment _____/_____/_____ YYYY MM DD Payment schedule _____ day Payments are to be made: <input type="checkbox"/> monthly <input type="checkbox"/> every 2 weeks <input type="checkbox"/> weekly	<b>\$</b> Date of first payment _____/_____/_____ YYYY MM DD Payment schedule _____ day Payments are to be made: <input type="checkbox"/> monthly <input type="checkbox"/> every 2 weeks <input type="checkbox"/> weekly
9.	Fixed payments (Variable-rate loan)	<b>\$</b>	<b>\$</b>	<b>\$</b>
10.	Amortization period	<b>480</b> months	_____ months	_____ months
11.	Promotion (if applicable)	<b>\$</b> Cashback	<b>\$</b> Cashback	<b>\$</b> Cashback
	Designated bank account (promotion)	Transit No.: _____ Institution No.: _____ Account No.: _____		
12.	Periodic administration fees	The lesser of 1/8 of 1% of the principal balance of the Portion or the following amount: <b>\$5.00</b>	<b>\$</b>	<b>\$</b>
13.	Payments for property taxes (at frequency indicated on line 8)	<b>\$0.00</b>	<b>\$</b>	<b>\$</b>

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Other terms - financing of prepayment charge payable for any amendments with a blended interest rate				
14.	Blended rate, amount of prepayment charge financed by applying the blended rate and corresponding payment amount (Fixed-rate loan)	<div>_____ % per year</div> <div>calculated semi-annually and not in advance</div> <div>\$ _____</div> <div>Prepayment charge</div> <div>\$ _____</div> <div>Payment</div>	<div>_____ % per year</div> <div>calculated semi-annually and not in advance</div> <div>\$ _____</div> <div>Prepayment charge</div> <div>\$ _____</div> <div>Payment</div>	<div>_____ % per year</div> <div>calculated semi-annually and not in advance</div> <div>\$ _____</div> <div>Prepayment charge</div> <div>\$ _____</div> <div>Payment</div>
15.	Blended rate, amount of prepayment charge financed by applying the blended rate and corresponding payment amount (Variable-rate loan)	<div>_____ + _____ %</div> <div>VIR _____</div> <div>= _____ per year</div> <div>Blended Rate</div> <div>calculated monthly and not in advance</div> <div>\$ _____</div> <div>Prepayment charge</div> <div>\$ _____</div> <div>Payment</div>	<div>_____ + _____ %</div> <div>VIR _____</div> <div>= _____ per year</div> <div>Blended Rate</div> <div>calculated monthly and not in advance</div> <div>\$ _____</div> <div>Prepayment charge</div> <div>\$ _____</div> <div>Payment</div>	<div>_____ + _____ %</div> <div>VIR _____</div> <div>= _____ per year</div> <div>Blended Rate</div> <div>calculated monthly and not in advance</div> <div>\$ _____</div> <div>Prepayment charge</div> <div>\$ _____</div> <div>Payment</div>

## THE BORROWER AND THE BANK AGREE AS FOLLOWS:

### 1. LOAN

#### 1.1 Total Loan amount

The Bank grants to the Borrower a new credit in the form of a term loan secured by the Security described hereinbelow, up to a maximum amount of CAN\$ 2,124,692.50 (the "Loan"), corresponding to the total of the amounts specified on line 1 of the Summary.

#### 1.2 Purpose of Loan

The Loan made by the Bank to the Borrower is to be used to refinance the Property.

#### 1.3 Non-application of the Cost of Borrowing (Banks) Regulations

The Borrower represents that the ownership, the operation and the management of the Property are considered to be an activity for which it has a reasonable expectation of profit. Consequently and based on this expectation, the Borrower represents that the Loan is granted for business purposes only as per the *Cost of Borrowing (Banks) Regulations* SOR/2001-101.

### 2. FINANCING CONDITIONS

#### 2.1 Security

Unless otherwise provided, all obligations, present and future, direct and indirect, of the Borrower towards the Bank, are currently and/or shall at all times be secured by the following security and prepared on the Bank's forms, namely:

- ☐ A \_\_\_\_\_ ranking charge/immovable hypothec in the amount of \$ \_\_\_\_\_ against the Property and registered in the \_\_\_\_\_ (insert province name) Land Register under number \_\_\_\_\_ ☐ and in the Register of Personal and Movable Real Rights (RPMRR) under number \_\_\_\_\_ or in the personal property security registry of \_\_\_\_\_ (insert province name) under number \_\_\_\_\_.

If the Loan is insured by the CMHC, without limiting the provisions of such charge/immovable hypothec, you agree that (a) the language stated above "all obligations, present and future, direct and indirect, of the Borrower towards the Bank" will not apply and (b) the charge/immovable hypothec will secure all obligations, present and future, direct and indirect, of the Borrower towards the Bank arising under each Loan Agreement and related loan documents;

- ☒ A ☒ first (or) ☐ \_\_\_\_\_ ranking charge/immovable hypothec against the property(ies) and for the sum of the amounts specified in the Information Box related to the Mortgaged Property, including a general assignment/hypothec of rents as additional security ☒ and a security/movable hypothec on all the assets physically attached or not to each property specified in the Information Box related to the Mortgaged Property and which, in Quebec, serve to run a business or pursue operations or, in Ontario, are located on, used in the operation of, or otherwise related to said property.

If the Loan is insured by the CMHC, without limiting the provisions of such charge/immovable hypothec, you agree that (a) the language stated above "all obligations, present and future, direct and indirect, of the Borrower towards the Bank" will not apply and (b) the charge/immovable hypothec will secure all obligations, present and future, direct and indirect, of the Borrower towards the Bank arising under each Loan Agreement and related loan documents;

- ☐ A first ☐ (or) ☐ \_\_\_\_\_ ranking universal hypothec on all the movable/immovable property, against the described property and for the sum of the amounts specified in the Information Box related to the Mortgaged Property, also including a hypothec of rents as additional security;

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☐ A ☐ first (or) ☐ \_\_\_\_\_ ranking hypothec on/assignment of the life insurance policy of \_\_\_\_\_ in the amount of \$\_\_\_\_\_;

☒ A first ranking hypothec/security on all movable/personal property, corporeal and incorporeal/tangible or intangible, present and future, used for or related to the use of the immovable/real property, including, without limitation all rights in contracts, permits and licences related to this immovable/real property as well as all rights, titles and interests in insurance indemnities, proceeds, benefits or other benefits resulting from the Borrower's insurance policies on the property covered by this hypothec/security;

☒ A rider designating the Bank as the beneficiary of the proceeds of the insurance policies covering all mortgaged properties up to their full replacement value.

The Borrower shall also grant to the Bank any additional security that may be required under the certificate of insurance issued by the CMHC, where applicable.

(Hereinafter collectively, the “**Security**”)

☐ A guarantee in the amount of \$\_\_\_\_\_ given by \_\_\_\_\_;

☒ A guarantee by Benjamin ( Ben ) Oakes in an amount equivalent to 40% of any sum owing by the Borrower to the Bank in principal, interest and fees;

☒ Other security: Assignment of rents

Property	220-222 king Street		
	Address		
	Sudbury		Ontario
	City		Province
	P3C 2W1		\$2,460,000.00
	Postal code	Lot No.	Amount of the mortgage/hypothec
Other property			
	Address		
	City		Province
			\$
	Postal code	Lot No.	Amount of the mortgage/hypothec

(Hereinafter collectively, the “**Mortgaged Property**”)

The above Security is granted to secure all present and future obligations of the Borrower under the Loan and any agreements entered into with the Bank. In the event that the Borrower applies for new credits from the Bank and that the Bank agrees, the Bank may, at its discretion, secure them by the above Security. Although the amount of the Security may exceed the amount of the Loan granted under this Offer in order to secure any new advances or loans, the Bank is under no obligation to grant an additional credit. In addition, the Security constitutes continuing and permanent security against the Mortgaged Property and this Offer of Financing does not create novation for any existing credit.

## 2.2 Conditions precedent to disbursement

Prior to the date of disbursement of the Loan or the first progressive disbursements, if applicable, the Borrower and/or any Guarantor must have provided, carried out or executed the following, to the satisfaction of the Bank:

### 2.2.1 General information

Deliver and sign any document that may reasonably be requested by the Bank in order to give full force and effect to the provisions hereof, including without limitation, the Security documents duly registered according to the rank required by the Bank.

Furnish a true copy of the constating documents of the Borrower and/or any corporate Guarantor, and any amendments thereto, as applicable.

When the Loan is granted under the National Housing Act, R.S.C. 1985, c. N-11, the requirements and conditions required under the certificate of insurance issued by the CMHC shall always be completely satisfied.

☐ Furnish proof of the Borrower's contribution of at least \$ \_\_\_\_\_.

Pay all fees and costs required by the Bank.

### 2.2.2 Financial information

Provide signed and dated financial statements of the following persons for the most recent fiscal year in the form as follows ☐ audited ☐ review engagement or ☒ notice to reader:

☒ the Borrower:

☐ any corporate Guarantor of the Borrower;

☐ any corporation that owns the Mortgaged Property.

☒ Provide a signed and dated personal balance sheet or statement of net worth of the following persons, and evidence of the assets, if applicable:

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- ☐ the Borrower;
- ☒ any Guarantor of the Borrower;
- ☐ any person who owns the Mortgaged Property.
- ☒ Provide the most recent income tax return (provincial and federal) and corresponding notices of assessment of the following persons:
- ☐ the Borrower;
- ☒ any Guarantor of the Borrower;
- ☐ any person who owns the Mortgaged Property.

### 2.2.3 Information relating to the Mortgaged Property

Provide for each Mortgaged Property:

- ☒ a copy of the title of ownership, a recent certificate of location/land survey, a layout certificate (Quebec, if applicable) and proof of payment in full, without subrogation, of all property taxes, and land transfer taxes;
- ☒ the rent roll, duly signed and dated, which includes the following information per rental unit: the street address of the rental unit, the tenant's name, the number of square feet and/or number of rooms, the rental price, the initial date of the lease, the expiry date of the lease and all the services included in the rent (electricity, hot water, water tax, heating, parking, laundry, stove, refrigerator, dishwasher, furniture, etc.);
- ☒ a copy of the current leases and all the renewals duly accepted;
- ☒ the statement of income and expenses, duly signed and dated, for the most recent fiscal year;
- ☒ the statements of account for municipal and school taxes, as well as the proof of their payment in full, without subrogation.

The insurance policy against fire and other risks, including without limitation, protection against any disaster covering the revenue generated by any Mortgaged Property as well as breakdowns of machinery, if applicable, for a minimum amount of the amount of the hypothec / an amount equal to the full replacement value of the immovable, with losses payable to the Bank, as mortgagee in accordance with its priority ranking, and contain the standard mortgage clauses approved by the Insurance Bureau of Canada. The policy and the standard mortgage clauses must be to the satisfaction of the Bank.

### 2.2.4 Other information

- ☒ An appraisal report addressed to the Bank on the Mortgaged Property and prepared at the expense of the Borrower by appraisers approved by the Bank, confirming a market value acceptable to the Bank.
- ☒ A phase 1 environmental site assessment addressed to the Bank for each Mortgaged Property.
- ☐ An environmental questionnaire for each Mortgaged Property duly completed on the form used at the Bank.
- ☐ A copy of the offer to purchase the Property duly accepted and signed.
- ☐ A copy of the contract for the work to be performed on the Property.
- ☐ An "All Risks" insurance policy to cover the liability of the contractor performing the work on the Property.
- ☐ Conclusive proof that the Borrower has obtained all the building permits and the zoning permissions required for the Property.
- ☐ Satisfactory evidence that the general contractor is duly certified and in good standing with the CSST and the CCQ.
- ☒ Acknowledgement of receipt of the CMHC's certificate confirming that the Loan is insured and conclusive proof demonstrating that all conditions mentioned in the certificate are complied with.
- ☐ A copy of the site layout plans confirming that the work will be done within the boundaries of the Property.
- ☐ Acknowledgement of receipt of the following documents (civil or matrimonial status proof, etc.) within \_\_\_\_ days of the acceptance of this Offer:

Before disbursement Lawyer will provide to the bank a comte copy of the Title Insurance covering zoning and fire code retrofit and survey certificate.

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**3. OTHER FINANCING CONDITIONS****3.1 Usual conditions**

The Borrower and/or any Guarantor, as the case may be, shall deliver to the Bank, upon its request, the following documents, to the satisfaction of the Bank:

☒ Annually, within 180 days of the calendar year-end for an individual and within 120 days of the fiscal year-end for any other person or entity:

☒ The financial information specified in paragraph 2.2.2 of this Offer.

☒ The information relating to the Mortgaged Property specified in paragraph 2.2.3 of this Offer.

☒ Other conditions:

- No 2<sup>nd</sup> rank will be registered on this property without obtaining National Bank's authorization.
- Conditions on CMHC 11403894 certificate are an integral part on the Bank's authorization.
- Insurance must include protection for loss of rental income for a minimum amount of 208,272.00
- The application fees of 7,400.00\$ will be deducted from the disbursement
- The CMHC premium of 105,892.50 \$ and the CMHC provincial sale tax of 8,471.40 \$ will be deducted from the disbursement.
- National Bank of Canada must obtain letter of compliance authorizing the use of the evaluation report.
- In accordance with the CMHC certificate 11403894, the withdrawal of equity will be placed and releases upon receipt of supporting documents applicable to the rules of use permitted by CMHC. Any remaining balance not used at the end of the term will be applied to the capital reduction loan.

**3.2 Additional conditions**


2023-05-08

The Borrower and/or any Guarantor, as the case may be, shall deliver to the Bank the following documents, to the satisfaction of the Bank:

☒ The application form for life, disability and critical illness insurance duly completed, signed and witnessed to indicate whether or not the Borrower wants to apply for such insurance offered by the Bank.

☒ A title insurance policy issued by a title insurance company approved by the Bank or i) a survey plan for Ontario and British Columbia; ii) a surveyor's certificate/certificate of location for Manitoba, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Quebec; or iii) a search report on the property for Alberta and Saskatchewan, prepared and certified by a qualified surveyor/land surveyor.

☐ If the Mortgaged Property is a strata or condominium unit, the Strata/Condominium corporation or syndicate of co-owners must be informed of the Bank's rights. The Bank must also be provided with the Strata/Condominium Plan or an Estoppel Certificate (for all provinces except Quebec).

When the Loan is granted under the *National Housing Act*, R.S.C. 1985, c. N-11, the Borrower shall provide annually to the Bank and the CMHC, if applicable, all documents required under the certificate of insurance issued by the CMHC.

If the Loan is intended for a Property purchase, the purchase price must not be less than \$ .

**3.3 Insured Loan and securitized programs****3.3.1 Priority of the Loan over an uninsured loan**

If the Loan is insured, the Loan is separate and distinct from any other loan secured by the Security. Reference to the term "Loan" includes any replacement, refinancing, renewal or modification of the Loan. The Loan will have priority over any uninsured loan secured by the Security, upon default occurring under the Security as to payment, collection, enforcement and realization.

**3.3.2 Securitization programs administrated by the CMHC**

The Loan may be included in a national program for pooling and securitizing housing loans, under which the CMHC acts as program administrator, trustee and guarantor if timely payment of securities. As long as the Loan is included in such a program, the Bank will not, as against the loan insurer or the program administrator:

- a) Exercise its remedies resulting from the Security for any uninsured loan without discharging the Security against any persons, including the Borrower; and
- b) Exercise any available rights of consolidation, cross-collateralization or cross default that may exists in its favor.

**3.4 Representations and warranties of the Borrower and any Guarantor**

The Borrower and any Guarantor respectively represent and warrant to the Bank that:

**3.4.1** It is a duly constituted entity, in good standing under its governing laws, and it has the powers, permits and licences required to carry on its business and to own and administer its property;

**3.4.2** There has been no material adverse change to its financial situation since the date of its last annual financial statements and/or to the other financial information submitted to the Bank. Such statements and information faithfully represented, on the date of their making, its financial situation. No material liabilities other than those already disclosed to the Bank are expected;

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- 3.4.3** It has a good and marketable title with respect to all its property, including without limitation, the Mortgaged Property, which are free and clear of all prior claims, hypothecs, mortgages, charges, liens or any other similar encumbrances having priority over the rights of the Bank;
- 3.4.4** It is not party to any litigation or legal proceedings which could have a negative material impact on its financial situation or on its ability to carry on its business;
- 3.4.5** It is not in default under any contract, including those concluded with the Bank;
- 3.4.6** All taxes, assessments, income taxes or other levies payable by the Borrower or leviable on its assets have been paid when due, without subrogation in favour of a third party;
- 3.4.7** The Loan to be used for mortgage financing under the terms of this offer is intended to be used by a third party (or on his behalf) whose information is detailed in Appendix A "Information about the Third Party".  
☐ (Please tick and complete Appendix A "Information about the Third Party");

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**[OR]**

the Loan to be used for mortgage financing under the terms of this offer is not intended to be used by a third party (or on his behalf). ☒ (Please tick).

#### **4. INTEREST**

##### **4.1 Interest payments**

The Borrower must pay interest on the principal of the Loan, calculated at the applicable rate of the Loan or of the Portion, until the principal is repaid in full. During the Term, the interest is payable by way of Payments, at the frequency indicated on line 8 of the Loan Summary.

Each Payment includes payment toward the loan principal amount, the accrued interest and, if applicable, a portion for the property taxes and charges and periodic administration fees.

The interest shall accrue from the date of the first disbursement of the Loan and continue to accrue and be calculated on the outstanding principal until the principal is repaid in full.

If the Loan is disbursed in whole or in part prior to the Interest Adjustment Date, the Bank may, at its sole discretion, either deduct the accrued interest from any disbursement or request that the interest be paid on a monthly basis from the date of each disbursement until the Interest Adjustment Date. On the Interest Adjustment Date, any accrued interest on the principal until that date, inclusively, is then due and payable.

The interest is calculated, not in advance, using the monthly calculation method for the Variable Rate and using the semi-annual calculation method for the Fixed Rate.

##### **4.2 Applicable interest rate**

###### **4.2.1 Fixed-rate loan**

The Loan bears interest at the fixed rate set out in line 2a) of the Loan Summary, both before and after the Interest Adjustment Date, until the Term expiry date, notwithstanding the occurrence of a default other than the one specified in section 17 herein or until a judgment is rendered against the Borrower.

###### **4.2.2 Variable-rate loan**

The Loan bears interest at the Variable Rate until the Term expiry date and notwithstanding the occurrence of a default other than the one specified in section 17 herein or until a judgment is rendered against the Borrower. As of the disbursement date, the Variable Interest Rate applicable to the Loan corresponds to the rate indicated on line 2b) of the Loan Summary, subject to such fluctuations in the Bank's Prime Rate and the automatic adjustments to be made in accordance with line 2b) of the Loan Summary.

##### **4.3 Interest rate applicable to a Loan disbursed by way of progress advances**

If the Loan is disbursed by way of progress advances, the Loan bears interest until the Interest Adjustment Date, at the rate indicated on line 4 of the Loan Summary. As of the Interest Adjustment Date, the Loan bears interest as indicated in paragraphs 4.2.1 or 4.2.2, as applicable.

##### **4.4 Due and unpaid interest**

Any due and unpaid interest bears interest at the interest rate applicable to the Loan or to the Portion of the Loan to which it relates, until it is paid in full. Interest on unpaid interest is compounded using the same interest rate and at the same frequency as interest on Payments.

#### **5. PAYMENTS**

##### **5.1 Determination of amounts**

The Borrower must reimburse the principal and the interest due on the Loan by way of consecutive Payments as of the first Payment Date until the Term expiry date. At that time, the Borrower must repay any outstanding balance in principal, interest, fees and other amounts.

The Payments applicable to a variable-rate Portion initially correspond to the amount indicated on line 8 or 9, as the case may be, of the Loan Summary and may thereafter be modified as specified in subparagraphs 5.4.1.1 and 5.4.1.2 of this Offer, as the case may be.

The Payments applicable to a fixed-rate Portion correspond to the amount indicated on line 8 of the Loan Summary for the duration of the Term of such Portion.

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**5.2 Offset not authorized**

All amounts owed under the terms and conditions of this Offer must be paid in full when due, without any possibility of offset, deduction or reduction. Even if the Bank owes an amount to the Borrower, the Borrower cannot deduct this amount from its Payments or from the amount owed at the end of the Term.

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**5.3 Change of frequency upon an event of default**

If the Borrower is in default of two consecutive Payments, the Bank reserves the right to set a monthly frequency for the Borrower's payments if the frequency indicated on line 8 of the Loan Summary is shorter.

**5.4 Type of payments****5.4.1 Variable-rate loan****5.4.1.1 Variable payments**

If the Borrower chooses to repay the Loan by way of variable Payments, the amount of the first Payment corresponds to the amount indicated on line 8 of the Loan Summary. This amount is calculated using the applicable Amortization Period and the interest rate, which are respectively indicated on lines 10 and 2b) of the Loan Summary. After the first Payment, the payment amount may increase or decrease depending on the fluctuations in the Variable Interest Rate in order to ensure that the duration of the Amortization Period never changes.

**5.4.1.2 Fixed payments**

If the Borrower chooses to repay the Loan by way of fixed Payments, the amount of the Payment corresponds to the amount of the fixed Payment indicated on line 9 of the Loan Summary as long as the Variable Interest Rate does not exceed the Critical Rate.

If the Variable Interest Rate increases, the Borrower agrees that a larger portion of the fixed Payment be applied to the payment of the interest and a smaller portion to the repayment of the principal. As a result, the outstanding balance at the Term expiry date could be higher than the balance indicated on the most recent statement. Moreover, if the Variable Interest Rate reaches or exceeds the Critical Rate, the Borrower agrees that the fixed Payment be increased to ensure the Loan is repaid in full during the Amortization Period. The Bank will inform the Borrower of any increase in the fixed Payment by way of a written notice. Upon receipt of such notice, the Borrower must pay, on each Payment Date, the increased amount of the fixed Payment. If, on a Payment Date, the interest accrued on the outstanding principal exceeds the amount of the fixed Payment, the outstanding interest will bear interest at the Variable Interest Rate and will be payable on demand.

**5.4.1.3 Accelerated payments (weekly or every 2 weeks)**

If the Borrower chooses a payment frequency every 2 weeks or weekly (line 8 of the Loan Summary), the Borrower benefits from accelerated payments. Such accelerated payments pay half of a monthly payment every two weeks (every 2 weeks frequency) or the quarter of a monthly payment every week (weekly frequency).

**5.4.2 Fixed-rate loan****5.4.2.1 Fixed payments**

The fixed-rate Loan is repaid by way of fixed Payments; the amount of the Payment corresponds to the amount of the fixed Payment indicated on line 8 of Loan Summary.

**5.4.2.2 Accelerated payments (weekly or every 2 weeks)**

If the Borrower chooses a payment frequency every 2 weeks or weekly (line 8 of the Loan Summary), the Borrower benefits from accelerated payments. Such accelerated payments pay half of a monthly payment every two weeks (every 2 weeks frequency) or the quarter of a monthly payment every week (weekly frequency).

**6. VERBAL AGREEMENT FOR CERTAIN CONDITIONS REGARDING TERM LOANS**

The Borrower and the Bank may verbally agree on the following conditions: term extension, new term, applicable interest rate and payment dates. The loan would remain subject to the other applicable conditions.

The conditions may be confirmed by email or regular mail to the Borrower and Guarantor.

Neither the Bank nor the Borrower are obligated to extend the term of the loan. At the end of the term, the Borrower may repay the loan in full and the Bank may require repayment.

This provision applies to all term loans granted by the Bank to the Borrower, regardless of whether these term loans are covered by this Offer.

**7. PLACE AND TIME OF PAYMENTS**

All payments due to the Bank under this Offer must be made at the address indicated at the beginning of this Offer or at any other address the Bank may advise the Borrower of in writing.

Any payment made after 12 p.m. (noon) is deemed to be made on the following business day. All payments made to the Bank must be made in legal currency of Canada.

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**8. ALLOCATION OF PAYMENTS**

Each payment is applied first to interest and costs and then to the Loan principal.

**A103****9. PREPAYMENT****9.1 Variable-rate loan**

The Borrower can only benefit from the prepayment privileges specified in this subsection. These privileges are available only if the Borrower is not in default under this Offer. If the Borrower does not use this privilege in a given calendar year, the Borrower cannot carry it forward to the following years.

**9.1.1 Prepayment with prepayment charge**

The Borrower may prepay all or part of the outstanding principal of a Portion at any time prior to the end of the Term, if the Borrower pays a prepayment charge. The amount of such prepayment charge corresponds to three months of interest calculated on the prepaid amount and at the Bank's standard interest rate in effect on the date of calculation for a variable-rate mortgage loan of the same type as the Portion.

The components used to calculate the prepayment charge include the following:

- a) The prepayment amount;
- b) The standard interest rate for a variable-rate mortgage loan on the date of calculation, which is the date of the statement provided by the Bank to the Borrower after the Borrower has advised the Bank of its intention to make a prepayment.

This standard interest rate consists of the Bank's Prime Rate plus a spread. The Bank's standard interest rate and its components effective on a given date may be obtained on the Bank's website ([www.nbc.ca](http://www.nbc.ca)) or at its business centre. This standard rate may differ from the variable rate for the Portion. The standard interest rate used for the above calculations is the rate effective on the date of the statement provided by the Bank to the Borrower after the Borrower has advised the Bank of its intention to make a prepayment.

If there is no standard interest rate announced for a term equivalent to the remaining term of the Portion, the Bank will determine the standard rate by using the average of the rates announced for the two terms closest to the remaining period of the Portion.

**9.1.2 Renegotiation and refinancing**

If a Portion is renegotiated or refinanced during the Term, a prepayment charge may be payable.

**9.2 Fixed-rate loan****9.2.1 Prepayment (closed-term loan)**

If a Portion has a closed term as indicated on line 6 of the Loan Summary, the Borrower benefits only from the prepayment privileges specified in this paragraph for that Portion. These privileges are available only if the Borrower is not in default under this Offer. If the Borrower does not use this privilege in a given calendar year, the Borrower cannot carry it forward to the following years.

**9.2.1.1 Prepayment with prepayment charge**

The Borrower may prepay all or part of the outstanding principal of a Portion at any time before the end of the Term, if the Borrower pays an amount equal to the higher of the following two amounts:

- a) An amount equal to three months of interest calculated on the prepaid amount and at the posted rate for the Portion as described below;
- b) The sum of the following two amounts:
  - (i) one month of interest on the prepaid amount at the posted rate for the Portion, up to a maximum amount of \$500; and
  - (ii) the interest rate differential; the interest differential is the discounted value (calculated at the standard rate indicated below) of the excess of the interest which the amount prepaid would earn at the posted rate for the remaining term of the Portion over the interest which the amount prepaid would earn during the same period at the standard rate indicated below.

The standard interest rate used for the above calculations is the rate effective on the date of the statement provided by the Bank to the Borrower after the Borrower has advised the Bank of its intention to make a prepayment.

The standard interest rate and its components effective on a given date may be obtained on the Bank's website ([www.nbc.ca](http://www.nbc.ca)) or at its business centre. If there is no standard interest rate announced for a term equivalent to the remaining term of the Portion, the Bank will determine the standard rate by using the average of the rates announced for the two terms closest to the remaining period of the Portion.

**9.2.1.2 Term longer than 5 years**

If the Borrower benefits from section 10 of the *Interest Act* (Canada), the prepayment charge payable cannot exceed the amount specified in clause 8.2.1.2a), when the Term of the Portion is longer than 5 years and the prepayment is made more than 5 years after the Interest Adjustment Date.

**9.2.1.3 Renegotiation and refinancing**

If a Portion with a closed term is renegotiated or refinanced during the Term, a prepayment charge may be payable.

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**9.2.2 Prepayment (open-term loan)**

If a Portion is an open term as indicated on line 6 of the Loan Summary, the Borrower may at any time repay all or part of the Portion balance without notice or prepayment charge.

**A104****10. RIGHT TO CONVERT THE VARIABLE INTEREST RATE TO A FIXED RATE**

If the Borrower is not in default under the terms and conditions this Offer and meets the Bank's standard credit requirements, the Borrower may convert the Variable Interest Rate into a Fixed Interest Rate corresponding to the rate then applicable to mortgage loans offered by the Bank with a fixed rate and a closed term equal to or longer than the remaining Term of the Loan. However, the Term of the Loan will remain as indicated on line 6 of the Loan Summary. If necessary, the Borrower undertakes to sign an amendment agreement and to pay any file administration and processing fees that the Bank will be entitled to charge. The Borrower can only exercise this right once for each of the Portions of the Loan and, once exercised, this right is irrevocable and will apply as of the date of the next Payment until the end of the Term.

**11. CONSTRUCTION**

If the purpose of the Loan is to finance the construction or renovation of a building or other improvements, the Loan is disbursed by way of progress advances based on the progress of the work, which must be confirmed by an appraiser or another cost consultant chosen by the Bank. A minimum holdback equivalent to the percentage set out in the table below based on the province where the Property is situated, or equivalent to any other percentage determined by the Bank, as the case may be, shall be applied to each advance of the Loan, based on the conditions that the Bank deems acceptable. The total holdback will be released 5 days after the expiry of the statutory registration period following the completion of the work to register a legal hypothec, a charge, a lien or a priority against the Property, as long as no such charge or legal right has been registered or recorded against the Property.

Provinces	Holdback percentage	Duration of the holdback
Quebec/Ontario/British Columbia/ Alberta/Saskatchewan/Nova Scotia/ Newfoundland and Labrador/New Brunswick	10%	<ul style="list-style-type: none"> <li>• Nova Scotia and Ontario: 60 days</li> <li>• British Columbia: 65 days</li> <li>• Alberta: 45 days</li> <li>• Saskatchewan: 40 days</li> <li>• Quebec, Newfoundland and Labrador: 30 days</li> <li>• New Brunswick: 60 days</li> </ul>
Manitoba	7.5%	<ul style="list-style-type: none"> <li>• Manitoba: 40 days</li> </ul>
Prince Edward Island	15%	<ul style="list-style-type: none"> <li>• Prince Edward Island: 60 days</li> </ul>

The construction or renovation must be completed at or before the Interest Adjustment Date. All amounts owed for work and materials will be paid when due, and all items and accessories related to the buildings will be incorporated before the Interest Adjustment Date.

**12. PROPERTY TAXES****12.1 Payment of property taxes**

At the Bank's request, the Borrower will pay, at the same time and in addition to the Payment of the Portion that it has designated, the amount indicated on line 13 of the Loan Summary which will be deposited to an account opened by the Bank for this purpose. This amount is based on the Bank's estimate of the total amount of the Property Taxes payable on the Mortgaged Property for the 12-month period following this estimate. The Bank reviews its estimate of the Mortgaged Property annually on January 1st and from time to time based on information it may receive. Payments required under this section shall be calculated on the basis of the most recent estimate made by the Bank.

**12.2 Canada Deposit Insurance Corporation (CDIC) protection**

The Canada Deposit Insurance Corporation (CDIC) is a federal Crown corporation that protects certain deposits per insured category and at financial institutions that are CDIC members. Coverage is free and automatic. You don't have to sign up. Certain deposits in Canadian currency and payable in Canada are insurable in accordance with the *Canada Deposit Insurance Corporation Act*.

For deposits in an account opened for the purpose of paying property taxes, CDIC encourages you to learn about CDIC protection by reviewing the CDIC brochure available at [www.cdic.ca/en/financial-community/cdic-display-requirements/Documents/cdic-abbreviated-brochure-en.pdf](http://www.cdic.ca/en/financial-community/cdic-display-requirements/Documents/cdic-abbreviated-brochure-en.pdf) or at your branch or business centre.

**12.3 Use of amounts paid to the Bank**

The Bank will hold the payments of the Borrower up to the amount of the Loan, in accordance with this section, as security for the performance of all the Borrower's obligations under this Offer or the Security, including the payment of the Property Taxes. Therefore, the Borrower cannot withdraw these amounts and the Bank is not bound to reimburse them to the Borrower as long as these obligations have not been executed in full. The amounts held by the Bank bear interest at the rate and in accordance with the terms and conditions published by the Bank from time to time for deposit accounts for the payment of taxes. If the Borrower is in default, the Bank may, at its discretion, offset part or all of these amounts held by the Bank by any amount the Borrower owes. However, if the Borrower is not in default when the Property Taxes are payable, the Bank will use these amounts to pay the Borrower's Property Taxes.

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**12.4 Presenting tax statements and related documents**

The Borrower undertakes to send the Bank immediately upon receipt, all notices, invoices, statements and related documents that the Borrower receives with regard to the Property Taxes. The Bank is not bound to pay the Property Taxes if the Borrower neglected to send the Bank, prior to the due date, the notices, invoices, statements and related documents indicating that the Property Taxes are due.

**A105****12.5 Insufficient funds to pay the Property Taxes**

On the date the Property Taxes are due, if the amount payable exceeds the total the Borrower has paid into the account opened for this purpose, the Borrower must immediately pay to the Bank an amount sufficient to cover the difference. If the Borrower does not do so, the Bank could (but is not bound to) pay the amounts due, thereby creating an account overdraft. This overdraft will bear interest at the interest rate applicable to the Loan or to the Portion for which payments for Property Taxes are required, if any, until the overdraft is repaid in full.

**13. EVENTS OF DEFAULT AND RECOURSES****13.1 Default**

The Borrower is in default under this Offer in each of the following cases:

- a) If any of the amounts owed under this Offer is not paid when due;
- b) If the Mortgaged Property is sold, assigned, mortgaged or otherwise disposed of without the prior written consent of the Bank;
- c) If the Borrower and/or any Guarantor is in default of fulfilling one of its obligations under this Offer, under the Security documents or under any other document giving effect to the provisions of this Offer;
- d) If one of the statements of the Borrower and/or any Guarantor made in this Offer is false, incorrect or untrue;
- e) If the Borrower and/or any Guarantor fails to perform any of its obligations under any other binding offer or agreement with the Bank;
- f) If the Borrower and/or any Guarantor becomes insolvent, bankrupt or in the process of winding up, makes an assignment of its property for the benefit of its creditors, files a proposal or gives notice of its intention to file such proposal, is under reorganization, ceases to operate its business or if there has been any material adverse change to its financial situation;
- g) If the Borrower and/or any Guarantor changes its effective control without the prior written consent of the Bank or if the Borrower and/or any Guarantor ceases to operate its business or substantially changes the nature of its operations or business;
- h) If a Mortgaged Property is seized or is repossessed by a creditor, receiver, trustee or any person exercising similar functions;
- i) If a substantial part, in the opinion of the Bank, of the assets of the Borrower or any Guarantor is repossessed by a creditor, trustee, receiver or other third party, is subject to a notice of exercise of hypothecary recourse or to a notice of withdrawal to collect claims, or is seized;
- j) In the event that the Loan is made under the *National Housing Act*, R.S.C. 1985, c. N-11, if the Property is materially changed compared to the original building plan submitted to the Bank without the prior written consent of the Bank and the CMHC, or if the Property ceases to be used as a principal residence by its occupants or if the Property is used for commercial, professional, hotel or industrial activities.

A default under this Offer will constitute a default under the terms of the Security.

**13.2 Recourses**

Upon the occurrence of a default under this Offer, all principal, interest, fees and other amounts owed with respect to the Loan immediately become payable on request.

The Bank may therefore exercise, at its discretion, one or several of the following recourses:

- a) Demand the immediate payment of all amounts owed;
- b) Exercise the recourses permitted by law to recover the outstanding amounts;
- c) Exercise the rights conferred under the Security held in order to secure the Borrower's obligations under this Offer; or
- d) Exercise all other rights and recourses available under this Offer or any applicable legislation.

If the Bank decides not to exercise one or several of the rights and recourses available upon the occurrence of a default or if the Bank decides not to immediately demand that the Borrower or any Guarantor remedy this default, the Bank reserves its right to exercise these recourses at a later date, at its sole discretion.

In addition, the Borrower agrees that the Bank can demand immediate payment of a Portion or exercise the recourses provided under in this Offer without necessarily demanding the immediate payment of or exercising the recourses concerning another Portion.

**14. DEFINITIONS**

Unless otherwise indicated, the capitalized terms below shall have the following meanings in this Offer:

- a) "**Amortization Period**" means the number of months required to repay the Loan or a Portion in full, based on the frequency, the amount of the Payments and the interest rate set out in this Offer. The Amortization Period is

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indicated for information purposes on line 10 of the Loan Summary and its duration may change if the repayment terms and conditions of the Loan or a Portion are amended during the Term;

- b) **"CMHC"** means the Canada Mortgage and Housing Corporation;
- c) **"Critical Rate"** means the rate indicated on line 2b) of the Loan Summary, if applicable to the Loan, beyond which the fixed Payment indicated on line 9 is no longer sufficient to cover the interest due on the principal of the Loan;
- d) **"Fixed Interest Rate"** or **"Fixed Rate"** means the interest rate applicable to a fixed-rate Loan for which the formula is indicated on line 2a) of the Loan Summary;
- e) **"Guarantor"** means, unless otherwise intended in this Offer, any individuals, corporations, partnerships as well as any other type of entity that grant or have previously granted a guarantee in favour of the Bank;
- f) **"Information Box related to the Mortgaged Property"** refers to the table summarizing the properties taken as security by the Bank pursuant to subsection 2.1 of this Offer;
- g) **"Interest Adjustment Date"** means the date on which the Term begins, as indicated on line 5 of the Loan Summary. However, if the Loan is insured by the CMHC, the Interest Adjustment Date must be no later than two months after the first of the following events:
  - 1) The date of the final Loan disbursement; or
  - 2) The date on which most of the construction, renovation, repair, restoration, transformation and improvement work of the Property is completed;
- h) **"Loan Agreement"** means, collectively, any contract, offer, or other document relating to an offer of financing between the Bank and the Borrower, as amended, modified, replaced, and/or extended from time to time.
- i) **"Loan Summary"** refers to the table provided on page 2 of this Offer, which sets out the main terms and conditions of the Loan;
- j) **"Mortgaged Property"** means all the properties taken as security by the Bank and described in the Information Box related to the Mortgaged Property;
- k) **"Offer"** or **"Offer of Financing"** means this Offer and credit agreement of a term loan secured by hypothec/mortgage and its appendices, as amended, supplemented or renewed from time to time;
- l) **"Payment"** means the amount of principal and interest that must be paid at the frequency agreed upon in order to reimburse the Loan in accordance with the terms and conditions set out herein, as indicated on line 8 of the Loan Summary;
- m) **"Payment Date"** means each date on which a Payment is due under line 8 of the Loan Summary;
- n) **"Portion"** means a portion of the Loan that has its own interest rate, term, repayment and amortization terms and conditions, if applicable;
- o) **"Prime Rate"** or **"PR"** means the variable annual interest rate that the Bank publishes from time to time and uses to determine the interest rates applicable to its Canadian dollar loans in Canada and which is available on the website [www.nbc.ca](http://www.nbc.ca);
- p) **"Property Taxes"** means all taxes and other property expenses payable in respect of the Loan and the Mortgaged Property or incurred following a transaction between the Borrower and the Bank, excluding the income tax payable by the Bank;
- q) **"Property"** refers to the property of the Borrower described on the first page of this Offer and for which the financing is offered;
- r) **"Security"** means any security granted by the Borrower or a Guarantor in favour of the Bank pursuant to subsection 2.1 of this Offer and to any amendments;
- s) **"Term"** means the period for which the repayment terms and conditions of the Loan or the applicable Portion have been established based on the Amortization Period of the Loan and the applicable interest rate, and at the end of which the balance of the Loan, in principal, interest, fees and other amounts, is payable;
- t) **"Variable Interest Rate"** or **"Variable Rate"** or **"VIR"** means the interest rate applicable to a variable-rate Loan for which the formula is indicated on line 2b) of the Loan Summary.

#### 15. LIABILITY OF THE BORROWERS

If more than one person is designated as Borrower, each of these persons is solidarily liable (Quebec only) or jointly and severally liable (Canada except Quebec) for the obligations of the Borrower under this Offer.

#### 16. LEGAL ADVISOR

Upon acceptance of this Offer, the Borrower will provide the Bank with the name and address of its legal advisor who will prepare the Security. The Borrower's legal advisor must deliver to the Bank a copy of its professional liability insurance policy in an amount at least equal to the higher of the amount of the Loan or the Security, and must maintain that coverage for the entire term of the Loan and its renewals, if any.

Notwithstanding the foregoing, the Bank reserves the right under all circumstances to request that the Borrower retains a solicitor/notary (Quebec only) approved by the Bank at the Borrower's expense. For the province of British Columbia only, the Bank may allow the Borrower to use a notary public unless the Loan has more than one Portion. In such case, a solicitor must complete all legal documentation.

#### 17. INCREASED RISK, CANCELLATION AND FORCE MAJEURE

Should a material change, deemed unfavourable by the Bank, occur in the (i) level of inherent risk in the financing, (ii) the financial situation of the Borrower or any guarantor, (iii) the value of the property given as security to the Bank by the

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Borrower or any guarantor or the value of their business, (iv) the rank of the security granted in favour of the Bank, or (v) the Borrower's capacity to meet its obligations to the Bank, pursuant to the law or the terms and conditions of any contract deemed material by the Bank, the Bank reserves the right to cancel the Loan at its sole discretion and demand repayment of any amount already disbursed in this respect and, at expiry, to refuse to renew.

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The Bank will not be bound by this Offer nor liable for the damages or losses arising from the non-performance of its obligations under this Offer in the case of force majeure.

## **18. AMENDMENTS, RENEWALS AND EXTENSIONS**

The Loan or each Portion may, from time to time and at the Bank's discretion, be renewed, extended or amended by way of a prior written offer or a prior verbal agreement as described in section 6. Furthermore, in anticipation of the end of the Term, the Borrower and/or any Guarantor, if applicable, have the responsibility to update and transmit to the Bank, at least 30 days prior to the end of the Term (the "prescribed period"), all documents and information indicated in paragraphs 2.2.2, 2.2.3 and 3.1, in addition to any other document or information deemed necessary by the Bank for such renewal, extension or amendment in writing at least 30 days prior to the beginning of the prescribed period. Should the Borrower fail to provide any of the requested documents or information to the Bank in said prescribed period, as of the end of the Term and until the Borrower has provided all the required documents or information to the Bank and an offer is issued and duly accepted by the Borrower, the following conditions may apply, at the discretion of the Bank, provided that the Borrower is not otherwise in default hereunder and that all payments (in principal and interest) due have been paid in full at the end of the Term:

- (i) The Loan or the Portion is automatically renewed for a single six-month open term bearing interest at the interest rate applicable for fixed-rate mortgage loans with a six-month open term in effect at the Bank on the Term expiry date; and
- (ii) The Borrower has the obligation to make blended periodic payments of principal and interest established by the Bank based on the interest rate specified in paragraph (i) of this section and the residual amortization period of the Loan or the Portion at the payment frequency in effect prior to the expiry.
- (iii) Except if the Bank has issued an offer to renew, extend or amend the Loan or a Portion duly accepted by the Borrower, as of the end of the six-month open term mentioned in paragraph (i) hereinabove, the Loan or the Portion shall be repaid in full, in principal, interest, costs and other amounts, without further notice.

Furthermore, if the requested documents and/or information are provided in full to the Bank but no offer is duly accepted by the Borrower prior to the end of the Term of the Loan or of the Portion, the Loan or the Portion may be renewed, at the Bank's discretion, for only one six-month term at the same conditions as those indicated in the previous paragraphs.

The Bank may, at its discretion and without being obligated to do so, waive its right to invoke any default of the Borrower hereunder to enable the application of this section.

The Borrower cannot, without the prior written consent of the Bank, substitute a third party to the rights of the Bank under the Security or this Loan. Finally, for the purposes of this section, the term enures to the exclusive benefit of the Bank.

## **19. ASSIGNMENT**

The Bank may, from time to time and without the consent of the Borrower, assign to any other person, the amounts owed under the Loan, with or without the benefit of the rights provided for under this Offer and the Security. However, the Borrower may not assign its rights under this Offer without obtaining the prior written consent of the Bank. This Offer binds the Bank's successors and assigns as well as the Borrower's heirs, legal representatives, successors and assigns.

## **20. PROMOTIONS**

### **20.1 Cashback**

If the Borrower benefits from a cashback promotion, the amount of the cashback is indicated on line 11 of the Loan Summary. This amount will be deposited on the Loan disbursement date in the bank account designated by the Borrower for this purpose.

### **20.2 Repayment of the promotion**

Any promotion the Borrower may benefit from is conditional on the Loan being maintained for the entire Term. Consequently, if the Loan is repaid in full, refinanced or renewed before the Term expiry date for whatever reason (including if the repayment is based on an event of default under this Offer), the Borrower must reimburse to the Bank a portion of the cashback it received or the interest savings from which it has benefited in proportion to the Term still remaining. This reimbursement is in addition to any prepayment charge or any applicable fees. The Bank may capitalize the amount thus owing prior to the payment in full, refinancing or renewal before the expiry of the Loan.

## **21. CONFLICT**

In the event of a conflict between the provisions of this Offer and those of the Security or any other document concerning the Loan, the provisions in this Offer will prevail.

## **22. SEVERABILITY**

If a provision of this Offer is declared null or invalid by a competent court, this will not affect any of the other provisions in this Offer which will remain in full force and effect.

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**23. FEES AND EXPENSES****A108****23.1 File study fee**

A non-refundable study fee of **\$7 400.00** is payable by the Borrower and will be collected directly from the Borrower's bank account upon acceptance of this Offer.

**23.2 Appraisal fee**

A fee of \$\_\_\_\_\_ will be collected by the Bank for the appraisal of any Mortgaged Property for which the Bank requires an appraisal in accordance with paragraph 2.2.4.

**23.3 Inspection fee**

A fee of \$\_\_\_\_\_ will be collected by the Bank for the inspection of any Mortgaged Property for which the Bank finances the construction, improvements or renovation costs.

**23.4 Late delivery fees**

In the event of a late delivery of the financial information set out in paragraph 2.2.2 of this Offer or the information relating to the Mortgaged Property taken as security by the Bank as set out in paragraph 2.2.3 of this Offer, monthly fees of **\$50.00** will be collected by the Bank as of the 181st day of the calendar year-end for an individual and as of the 121st day of the fiscal year-end for any other person or entity.

**23.5 Monitoring fees**

In the event that the Loan or a Portion is expired and is not repaid or renewed, a monthly monitoring fee of **\$50.00** will be collected from the Borrower as of the Term expiry date, until the Borrower (i) has provided all the required documents and signed the renewal offer or (ii) has repaid in full the Loan or the Portion, in principal, interest, costs and other amounts.

**23.6 Periodic administration fees**

On each Payment Date, the Borrower must pay to the Bank a periodic administration fee then in effect, which corresponds to the lesser of the two following amounts: the amount indicated on line 12 of the Loan Summary or 1/8 of 1% of the principal balance of the Loan on the concerned Payment Date.

**23.7 Default charges**

If the Borrower is in default under this Offer, the Borrower agrees to pay all costs and expenses that the Bank may incur to recover any unpaid amount and to exercise its rights and recourses. The Borrower also agrees to pay the fees for processing a refused payment.

**23.8 Security fees**

The Borrower must pay the fees for the preparation and registration of security documents (whether or not the financing is disbursed), as set out in the table below, as well as for the protection and exercise of security interests:

Activity	Fee
Preparation and registration of a movable security/personal property security	\$350.00
Renewal of registration of movable security/personal property security	\$250.00
Consultation of the provincial register of personal and movable rights or personal property system and/or request for a certified statement of registration from the register	\$100.00
Preparation and registration of an amendment to a registered movable/personal property security, except a discharge	\$250.00
Preparation of a set-off and security agreement with respect to deposits or of a blocked account agreement. These fees include registration, if required	\$250.00

**23.9 Third party fees and charges**

All fees and charges in connection with this Offer are payable by the Borrower, including without limitation professional (including the notary/solicitor fees for the preparation of the documentation related to this Offer), auditing asset, inspection, title insurance, and survey fees, as well as the fees required to register the Security, whether the Loan is disbursed or not.

**23.10 Annual fee**

The Borrower must pay an annual review fee.

**23.11 Closing fees**

Unless otherwise provided by law, the Borrower must pay administration and management fees in the amount of \$250.00 upon closure of each financing product.

**23.12 Other fees**

The Borrower may have to pay other fees related to the Loan, including those for the following operations:

- a) Processing a payment instruction rejected by another financial institution: \$45.00;
- b) Request to change the Payment frequency (applicable only upon the 2<sup>nd</sup> request): \$50.00;
- c) Request to reprint a previously issued statement: \$5.00;
- d) Examine documents and produce resolutions/powers of attorney for discharges of a charge/immovable hypothec;
  - Alberta and Quebec: No fees
  - British-Columbia: \$75.00
  - Other provinces: \$100.00

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Finally, fees may be payable to the Bank for certain optional services that the Borrower may subscribe to. Applicable fees and conditions under which these services may be cancelled will be provided when the Borrower signs up for these services.

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### **23.13 Modification of fees**

The Bank can modify the amounts of the applicable fees by giving the Borrower 30 days' notice. The Borrower agrees to pay these fees based on the fees in effect at the time of payment.

## **24. PRE-AUTHORIZED DEBIT**

By signing this Offer, the Borrower expressly authorizes the Bank to debit the designated bank account indicated below for the payments due and all the fees related to the Loan specified in this Offer. If the debit amount is fixed, the Bank will notify the Borrower of the amount 10 days before the date of the first debit. The Borrower waives this 10-day notice if the debit is variable or if the Borrower gives any other instructions in order to modify the terms and conditions of the Loan.

Account No.	Transit No.	Financial institution No.	Name and address of financial institution
0148922	08691	006	NATIONAL BANK OF CANADA

The Borrower can cancel this authorization at any time by giving 30 days' written notice. The Borrower can visit a National Bank branch, contact a specialized TelNat representative at 1-888-483-5628 or visit [www.cdnpay.ca](http://www.cdnpay.ca) to obtain a cancellation form or any information on its right to cancel a pre-authorized debit.

The Borrower has certain recourse rights if any debit does not comply with this authorization. For example, the Borrower has the right to receive reimbursement if a debit is not authorized or is not consistent with the authorization. To obtain more information on such recourse rights, the Borrower can contact the Bank in the manner indicated above or visit [www.cdnpay.ca](http://www.cdnpay.ca).

## **25. COUNTERPARTS**

This Offer may be executed in several counterparts, and each of the parties may sign a different counterpart. All such counterparts taken together constitute one and the same document. The electronic transmission (by fax, by scanned attachment to an email or by any other medium, technology, record or computer system chosen by the Bank) of this Offer signed by the Borrower or the guarantor (including by electronic signature) has the same effect as if the Borrower or guarantor had manually delivered to the Bank a copy of this Offer signed by it. Such electronic counterparts are deemed to be originals.

## **26. COLLECTION, USE AND DISCLOSURE OF INFORMATION**

The Borrower and each of the persons signing this Offer authorize the Bank to collect and use all information and material pertaining to them or their property the Bank has or may have obtained for the purposes of granting credit or insurance (where permitted by law) or for loan default insurance or regulatory purposes, and further authorize the Bank to disclose, exchange or transfer such information and materials, without notice to or consent of the Borrower or the other persons signing this Offer, to:

- affiliated companies and subsidiaries of the Bank;
- any person having or proposing to acquire any interest in all or any part of the Loan or insurance granted by the Bank from time to time pursuant to this Offer (including their respective advisors, agents, lawyers, accountants, consultants, appraisers, credit verification sources, custodians, credit rating agencies, servicers or other securitization participants);
- a loan default insurer, if applicable;
- the CMHC, as the program administrator of a national program for pooling and securitizing housing loans, if applicable;
- any governmental authority having regulatory jurisdiction over the Bank or any of its activities; and
- any other person in connection with any collection or enforcement proceedings taken under or in respect of credit or insurance granted by the Bank from time to time pursuant to this Offer.

Furthermore, the Borrower and each of the persons signing this Offer authorize the Bank to obtain and collect information from time to time pertaining to them or their property from any person likely to have such information (credit reporting and assessment agencies, financial institutions, creditors, employers, taxation authorities, public organizations and registries, persons with whom they have a business relationship and the Bank's affiliated companies and subsidiaries) for the purpose of verifying the accuracy of information provided to the Bank from time to time and to ensure the solvency of the Borrower and all persons signing this Offer, and to disclose, exchange, or transfer such information, without notice to or consent of the Borrower or the other persons signing this Offer, to those persons identified in the above paragraphs a) through f).

The Bank may also use and disclose all such information and materials as described above in accordance with the Bank's privacy policies, available on the Bank's website at [www.nbc.ca](http://www.nbc.ca) and at the Bank's branches.

## **27. GOVERNING LAW**

This Offer is governed and interpreted in accordance with the laws of the Province of Ontario.

## **28. LANGUAGE**

The Borrower and any guarantor confirm it is their wish that this Offer and all related documents be drawn up in English. *L'Emprunteur et toute caution confirment leur volonté que la présente Offre et tous les documents s'y rattachant soient rédigés en anglais.*

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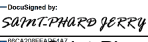
If you agree with the terms and conditions of this Offer, please accept and return a duly signed copy of this Offer to the undersigned, no later than 5 p.m. on May 25<sup>th</sup> 2023. After this date, the Bank retains its right to cancel or to modify this Offer without notice.

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Yours very truly,

#### NATIONAL BANK OF CANADA

By:   
Carlo Federici  
Senior Manager – Multi-residential Financing

DocuSigned by:  
  
Jerry Saint-Phard  
Account Representative


#### ACCEPTANCE

By signing below, you acknowledge having read this Offer, including without limitation, the authorizations regarding the collection, use and disclosure of your information, and accept all the terms and conditions and the obligations set forth in this Offer. You also agree to respect each of the terms and conditions of this Offer and to execute them. Moreover, you agree that this Offer becomes the credit agreement of a term loan secured by hypothec/mortgage that binds the parties.

- ☐ In addition, you expressly acknowledge and confirm that the Security already held by the Bank and specified in subsection 2.1 of this Offer that has been given to secure the performance of all the Borrower's obligations, direct and indirect, present and future, towards the Bank, will also secure the performance of all the Borrower's obligations towards the Bank under this Offer, including without limitation, the repayment of the Loan.

Signed at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_.

COMMCACHE ASSET MANAGEMENT INC

By:   
Benjamin Oakes

By: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

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**GUARANTEE** (Quebec only)

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**Guarantee**

For good and valuable consideration, the undersigned, hereinafter called the "Guarantor", guarantees the payment of all sums that the Borrower currently owes and shall in the future owe to National Bank of Canada (hereinafter called the "Bank"), in principal, interest and costs under the above Offer up to the amount set out in section 1 [OR] up to an amount equivalent to \_\_\_\_\_ % of any amount owing by the Borrower to the Bank, in principal, interest and fees.

**Solidary Liability**

This Guarantee shall bind the Guarantor solidarily with the Borrower and with any other guarantor; if this Guarantee is signed by more than one person, the term "Guarantor" shall designate each of the undersigned. The Guarantor shall therefore be liable for the aggregate of the obligations of the Borrower to the Bank, not exceeding however the amount provided for in Section 1.

**Continuing Guarantee**

This guarantee is a continuing guarantee and shall subsist notwithstanding occasional repayment of the Borrower's debts and obligations in whole or in part. It guarantees all the Borrower's present and future debts and obligations to the Bank, whether direct or indirect, and regardless of their nature or whether the debts and obligations were contracted by the Borrower alone or with others. The Guarantor also undertakes to pay all expenses incurred by the Bank to collect on the Borrower's debts and obligations.

**Time of Payment**

This guarantee will oblige the Guarantor to pay any amount claimed by the Bank hereunder on demand. The Bank shall not be required in any way to exercise its recourses against the Borrower or any other person liable for the Borrower's debts and obligations, nor to realize on any security whatsoever, nor to await the results of any liquidation of property; the Guarantor therefore waives any benefit of division and discussion.

**Demand for Payment**

Any demand for payment made to the Guarantor may be mailed to the Guarantor's last address known to the Bank, and the demand shall be deemed to have been made from the day of its mailing. The amount of any demand for payment shall bear interest at the annual Prime Rate of the Bank then in effect, plus three per cent (3%).

**Scope of Guarantor's Undertaking**

This Guarantee shall be valid even if the Borrower is not a legal person or does not have legal capacity. If the Borrower is a partnership, this Guarantee shall survive notwithstanding any change in the members, the business, or purpose of the partnership. If the Borrower is a corporation, this guarantee shall survive notwithstanding any change in the constitution, business or purpose of the corporation and the amalgamation of the Borrower with any other entity. Furthermore, the Guarantor waives the right to invoke any grounds for nullity of the Borrower's debts and obligations or any excess or lack of power on the part of the persons having acted on the Borrower's behalf to incur the debts and obligations in the Borrower's name.

**Liability of Guarantor**

The liability of the Guarantor shall not be reduced or modified if, without the consent of the Guarantor, the Bank grants delays in payment to the Borrower or to any other person liable with the Borrower or on behalf of the Borrower or waives its rights against such other person including another guarantor. The Guarantor shall remain liable for the Borrower's debts and obligations even if the Borrower or any other person is released from such debts and obligations as a result of bankruptcy, a proposal, an arrangement, or for any other reason.

**Rights of the Bank**

This guarantee is in addition to and not in substitution for any other security or guarantee which the Bank holds or may hold. The Bank may apply any payment received by it and the proceeds from the realization on any security, as it deems appropriate. The Guarantor shall not be subrogated in the rights of the Bank until the Bank has received payment in full of the Borrower's debts and obligations.

**Subordination**

All debts and liabilities, present and future, of the Guarantor to the Borrower are hereby subordinated to the Borrower's debts and obligations to the Bank. Should the Guarantor nonetheless receive sums in payment of these debts, he shall hold such sums as a depository and trustee for the Bank, and shall deliver the sums to the Bank without delay. Any amount thereby received by the Guarantor will not reduce the Borrower's obligations to the Bank as long as this amount has not been paid to the Bank.

Any payment to which the Guarantor may be entitled to in the absence of this subordination will have to be made in favour of the Bank by the entity making the payment (i.e., the Borrower, a trustee in bankruptcy or further to a proposal by the Borrower, a liquidator, an entity carrying out a forced disposal of the assets of the Borrower or any other person). The Guarantor undertakes to give instructions to the entity making the payment to make this payment directly to the Bank.

**Revocation**

This Guarantee shall be binding upon the Guarantor and its successors unless revoked by a written notice served on the manager of the Bank branch or to the office of the Bank where the Guarantee was delivered. This revocation shall be effective only for debts and obligations incurred by the Borrower subsequent to the date on which the notice was served. Such revocation shall have no effect with respect to debts and obligations incurred subsequent thereto if such debts and obligations arise from express or tacit agreements between the Bank and the Borrower or on its behalf before the notice of revocation. If this Guarantee is signed by several guarantors, the revocation shall apply to the Guarantor who has given notice.

**Change in Circumstances**

This Guarantee shall remain in force despite any change in the circumstances which brought the Guarantor to give such Guarantee, notwithstanding the termination of the duties of the Guarantor or the Borrower, or any change in these duties or in the relationship between the Guarantor and the Borrower.

**Successor of the Bank**

This Guarantee shall bind the Guarantor to the Bank and any successor thereof, by way of merger or otherwise. The security given to the Bank by the Guarantor shall also be valid with respect to any successor of the Bank.

**Applicable Law**

This guarantee shall be governed by and construed in accordance with the laws of the Province of Quebec. The Guarantor acknowledges the jurisdiction of the courts of that province regarding any and all aspects of this Guarantee or the remedies arising therefrom.

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SIGNED and delivered at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ .

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

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**GUARANTEE**  
(Canada except Quebec)

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**TO: NATIONAL BANK OF CANADA**

In consideration of National Bank of Canada (hereinafter referred to as the "Bank") dealing with the Borrower, the undersigned and each of them, if more than one, hereby jointly and severally, between them and with the Borrower, guarantee payment to the Bank of all debts and liabilities of the Borrower under the Offer up to an amount equivalent to 40% of any amount owing by the Borrower to the Bank, in principal, interest and fees

1. This guarantee shall not be affected by the death or loss or diminution of capacity of the Borrower or of the Guarantor or by any change in the name of the Borrower or in the membership of the firm of the Borrower through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the business of the Borrower by a corporation, firm or person, or by any change whatsoever in the objects, capital structure or constitution of the Borrower, or by the Borrower or the business of the Borrower being amalgamated with a firm or corporation but shall, notwithstanding the occurrence of any such event, continue to exist and apply to the full extent as if such event has not occurred. The Guarantor agrees to monitor changes in the financial position of the Borrower and hereby releases the Bank from any liability resulting therefrom.
2. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Borrower or of the directors, partners or agents thereof, or that the Borrower may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals or credits, the whole whether known to the Bank or not. Any sum which may not be recoverable from the Guarantor under the terms of a guarantee shall be recoverable from the Guarantor as sole and principal debtor in respect thereof and shall be paid to the Bank on demand with interest and incidental charges as herein provided.
3. This guarantee shall continue and be enforceable notwithstanding any amalgamation of the Bank with any other bank(s), financial institution(s) or other corporation(s), and any further amalgamation.
4. It is further agreed that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Bank.
5. This guarantee shall bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns. Any future notice of termination shall apply only to those debts or liabilities of the Borrower incurred or arising after receipt of the notice by the Bank, but not in respect of any prior debts or liabilities, matured or not. The notice of termination shall have no effect on those debts or liabilities incurred after reception of said notice which will result from express or implied commitments made prior to receipt. This guarantee will only be terminated in the manner outlined above for the Guarantor who has submitted a notice of termination. It shall remain in effect for the full amount with respect to the other Guarantor(s) who has(have) signed below.
6. This guarantee shall not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. It is agreed that the Bank, without exonerating in whole or in part the Guarantor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take security from, and give up or release any or part of the security held, may abstain from taking, perfecting, registering or renewing security or from realizing on security, may accept compromises and otherwise deal with the Bank as it may see fit. It is further agreed that all dividends and monies received by the Bank from the Borrower or from any other person, capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be considered for all purposes as payment in gross which the Bank shall have the right to apply as it may see fit, not being bound by the law of imputation and that the Bank shall be entitled to prove against the estate of the Borrower upon any insolvency or winding-up, in respect of the whole said debts and liabilities. The Guarantor shall have no right to be subrogated to the Bank until the Bank shall have received payment in full of its claims against the Borrower with interest and costs. For greater certainty and without limitation, this guarantee will continue to apply in accordance with its terms and conditions to all present and future debts and liabilities of the Borrower howsoever created including such debts and liabilities which may have matured or been expressly terminated by operation of law or any previous contract or instrument but revived, restated or recreated in any manner whatsoever and whether or not the undersigned has executed any contract or instrument other than this guarantee. A request for execution of the undersigned and failure to obtain it shall not amount to a waiver of this continuing obligation of the undersigned.
7. If any circumstances arise necessitating the Bank to file its claim against the estate of the Borrower and to value its security, it will be entitled to place such valuation as the Bank may in its discretion see fit, and the filing of such claim and the valuation of its security shall in no way prejudice or restrict its rights against the Guarantor.
8. The Bank shall not be obliged to exhaust its recourse against the Borrower or other persons or the security it may hold before being entitled to payment from the Guarantor or any and all debts and liabilities hereby guaranteed and it shall not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
9. All indebtedness and liability, present and future, of the Borrower to the Guarantor are hereby assigned to the Bank and postponed to the present and future debts and liabilities of the Borrower to the Bank. All monies received from the Borrower or on his behalf by the Guarantor shall be held in his capacity as agent, mandatary and trustee for the Bank and shall be paid over to the Bank forthwith. This provision will remain in full force and effect, notwithstanding the termination of the guarantee pursuant to the provisions of paragraph 5 in which event it will terminate when the debts and liabilities of the Borrower to the Bank covered by this guarantee pursuant to paragraph 5 hereof have been paid in full.
10. This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and without prejudice to any other security by whomsoever given, at any time held by the Bank and the Bank shall be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon.
11. The Guarantor shall be bound by an account settled between the Bank and the Borrower and, if no such account has been settled, any account stated by the Bank shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Borrower to the Bank.

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12. The Guarantor shall make payment to the Bank for the amount of his liability forthwith after demand therefor is made in writing. Such demand shall be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at his last address known to the Bank is mailed. The liability of the Guarantor shall bear interest from the date of such demand at the rate or rates then applicable to the debts and obligations of the Borrower to the Bank.
13. This guarantee and agreement shall be valid and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been complied with. None of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of the Guarantor hereunder begins on the date of his signature on this letter of guarantee.
14. This guarantee shall be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Borrower and also upon the heirs, executors, administrators and successors of the Guarantor and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity shall not affect the other provisions hereof.
15. The Guarantor acknowledges having read and taken cognizance of this Guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained therein.
16. This Guarantee shall be construed and governed in accordance with the laws of the Province of Ontario and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this Letter of Guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.

SIGNED and delivered at Barrie, Ontario this        day of 2023-05-08 20       .

Witness

DocuSigned by:  
*Benjamin Oakes*  
Benjamin Oakes

Witness

Witness

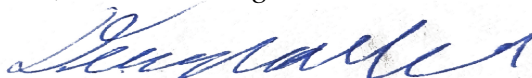
Witness

Witness

Witness

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This is Exhibit "F" referred to in the  
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the  
City of Montreal, in the Province of Quebec, before me at the  
City of Toronto, in the Province of Ontario,  
this 24th day of July, 2024 in accordance with  
*O. Reg. 431/20, Administering Oath or Declaration Remotely.*



---

A Commissioner for taking affidavits



3131 Blvd St-Martin West, Laval, Qc, H7T 2Z5

Address of branch or business centre (the "Bank")

2023 07 13

Date (YYYY MM DD)

Name and address of the "Borrower": Commcache Asset Management Inc  
3665 Maple Grove Road, Innisfil, ON, L9S 3B1

**RE:** Offer of mortgage financing

Dear Sir,

National Bank of Canada (the "Bank") is pleased to offer the Borrower mortgage financing for a maximum of \$2 901 285.00 (the "Loan")

with respect to the property located at 800 Howard Avenue and 581 Cataraqui, Windsor, ON, N9A 1R9

No. Street, City, Province, Postal code

\_\_\_\_\_ (the "Property"),  
subject to the terms and conditions set out in this offer (the "Offer of Financing" or the "Offer").

This Offer shall become null and void if the Loan is not disbursed by 2023-09-14

This Offer of financing binds the Borrower and the Bank if they accept and sign it, and will constitute the Credit Agreement of a Term Loan Secured by hypothec/mortgage.

The particulars of your financing are as follows:

		LOAN AMOUNT BREAKDOWN	
<input checked="" type="checkbox"/> Fixed-rate loan		Base financing amount:	<u>\$2 754 000.00</u>
For Portion(s) No.:	<u>1 (4219980)</u>	Additional amounts financed:	<u>\$</u>
<input type="checkbox"/> Variable-rate loan		• Loan insurance premium (CMHC):	<u>\$144 585.00</u>
For Portion(s) No.:	_____	• CMHC fee:	<u>\$2 700.00</u>
		Other:	<u>\$</u>
		Total Loan amount:	<u>\$2 901 285.00</u>

**Terms that begin with an upper-case letter shall have the meanings given to them in section 13 below.  
The Bank recommends that the parties to this Offer of Financing read section 13.**

**LOAN SUMMARY**

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		Portion No. 1	Portion No. 2	Portion No. 3
	<b>Loan No.</b>	<b>4219980</b>		
1.	Principal amount	<b>\$2 901 285.00</b>	\$	\$
2a)	Annual interest rate (Fixed-rate loan)	<b>4.34 %</b> per year calculated semi-annually and not in advance	% per year calculated semi-annually and not in advance	% per year calculated semi-annually and not in advance
	Annual interest rate (Variable-rate loan)	% per year calculated monthly and not in advance	% per year calculated monthly and not in advance	% per year calculated monthly and not in advance
		PR* = % (+/-) spread VIR	PR* = % (+/-) spread VIR	PR* = % (+/-) spread VIR
2b)	Determination of interest	* The variable interest rate (VIR) will fluctuate in accordance with changes in the Prime Rate (PR) of the Bank and will be adjusted every		
		month(s) or week(s)	month(s) or week(s)	month(s) or week(s)
		Closed term used to determine the interest rate:		
		months	months	months
	Critical rate	%	%	%
3.	Posted rate	<b>7.49%</b>	%	%
4.	Interest rate applicable while progress advances are being made	Prior to Interest Adjustment Date: PR* = % (+/-) spread VIR		
5.	Interest adjustment date	<b>2023/08/15</b> YYYY MM DD	/ / YYYY MM DD	/ / YYYY MM DD
6.	Term	<b>120</b> months (term) <input type="checkbox"/> open term <input checked="" type="checkbox"/> closed term	months (term) <input type="checkbox"/> open term <input type="checkbox"/> closed term	months (term) <input type="checkbox"/> open term <input type="checkbox"/> closed term
		The open-term loan is repayable before expiry without prepayment charge. The closed-term loan is repayable before expiry subject to a prepayment charge as specified below.		
7.	Expiry date	<b>2033/08/15</b> YYYY MM DD	/ / YYYY MM DD	/ / YYYY MM DD
8.	Payments (if the applicable rate is variable and the Borrower has not opted for the fixed payments indicated on line 9, the payment is subject to changes in accordance with subparagraph 5.4.1.1)	<b>\$12 674.81</b> Date of first payment <b>2023/09/15</b> YYYY MM DD Payment schedule <b>15</b> day Payments are to be made: <input checked="" type="checkbox"/> monthly <input type="checkbox"/> every 2 weeks <input type="checkbox"/> weekly	\$ Date of first payment / / YYYY MM DD Payment schedule day Payments are to be made: <input type="checkbox"/> monthly <input type="checkbox"/> every 2 weeks <input type="checkbox"/> weekly	\$ Date of first payment / / YYYY MM DD Payment schedule day Payments are to be made: <input type="checkbox"/> monthly <input type="checkbox"/> every 2 weeks <input type="checkbox"/> weekly
9.	Fixed payments (Variable-rate loan)	\$	\$	\$
10.	Amortization period	<b>480</b> months	months	months
11.	Promotion (if applicable)	\$ Cashback	\$ Cashback	\$ Cashback
	<b>Designated bank account (promotion)</b>	Transit No.: _____ Institution No.: _____ Account No.: _____		
12.	Periodic administration fees	The lesser of 1/8 of 1% of the principal balance of the Portion or the following amount: <b>\$5.00</b>	\$	\$
13.	Payments for property taxes (at frequency indicated on line 8)	\$	\$	\$

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Other terms - financing of prepayment charge payable for any amendments with a blended interest rate				
14.	Blended rate, amount of prepayment charge financed by applying the blended rate and corresponding payment amount (Fixed-rate loan)	<u>                    </u> % per year	<u>                    </u> % per year	<u>                    </u> % per year
		calculated semi-annually and not in advance	calculated semi-annually and not in advance	calculated semi-annually and not in advance
		\$ <u>                    </u>	\$ <u>                    </u>	\$ <u>                    </u>
		Prepayment charge	Prepayment charge	Prepayment charge
15.	Blended rate, amount of prepayment charge financed by applying the blended rate and corresponding payment amount (Variable-rate loan)	<u>                    </u> + <u>                    </u> %	<u>                    </u> + <u>                    </u> %	<u>                    </u> + <u>                    </u> %
		VIR = <u>                    </u> per year	VIR = <u>                    </u> per year	VIR = <u>                    </u> per year
		Blended Rate	Blended Rate	Blended Rate
		calculated monthly and not in advance	calculated monthly and not in advance	calculated monthly and not in advance
		\$ <u>                    </u>	\$ <u>                    </u>	\$ <u>                    </u>
		Prepayment charge	Prepayment charge	Prepayment charge
		\$ <u>                    </u>	\$ <u>                    </u>	\$ <u>                    </u>
		Payment	Payment	Payment

**THE BORROWER AND THE BANK AGREE AS FOLLOWS:**

**1. LOAN**

**1.1 Total Loan amount**

The Bank grants to the Borrower a new credit in the form of a term loan secured by the Security described hereinbelow, up to a maximum amount of CAN\$ 2 901 285.00 (the "Loan"), corresponding to the total of the amounts specified on line 1 of the Summary.

**1.2 Purpose of Loan**

The Loan made by the Bank to the Borrower is to be used to refinance the Property.

**1.2.1.1** Pay the following amounts to Canada Mortgage and Housing Corporation ("CMHC"): (i) the insurance premium in the amount of \$ 144 585.00 (before provincial tax) and the applicable provincial tax on that premium in the amount of \$ 11 566.80, which amounts will be withheld when the loan is disbursed for remittance to the CMHC; and (ii) the application fee charged by the CMHC in the amount of \$ 2 700 which will be deposited in the account of the notary acting at the time of the first disbursement for remittance to the borrower; and

**1.2.1.2** Allow the withdrawal of equity, up to an amount of \$ 1 047 750.00, so that the borrower can make future real estate investments.

The borrower agrees to use this amount for one of the following purposes:

- (i) Repairs or improvements to the building.
- (ii) Purchase of other existing residential rental properties (two or more units).
- (iii) Repairs or improvements to other existing residential rental buildings (two or more units); or
- (iv) Construction of new residential rental buildings (two or more units).

The loan is covered up to a maximum of \$ 2 901 285.00 by the insurance certificate # 53076194 issued by the CMHC under the APH Select product focused on the affordability, accessibility and climate compatibility of residential buildings (hereinafter the "CMHC Certificate of Insurance").

**1.3 Non-application of the Cost of Borrowing (Banks) Regulations**

The Borrower represents that the ownership, the operation and the management of the Property are considered to be an activity for which it has a reasonable expectation of profit. Consequently and based on this expectation, the Borrower represents that the Loan is granted for business purposes only as per the *Cost of Borrowing (Banks) Regulations* SOR/2001-101.

**2. FINANCING CONDITIONS**

**2.1 Security**

Unless otherwise provided, all obligations, present and future, direct and indirect, of the Borrower towards the Bank, are currently and/or shall at all times be secured by the following security and prepared on the Bank's forms, namely:

- ☐ A            ranking charge/immovable hypothec in the amount of \$            against the Property and registered in the            (insert province name) Land Register under number            ☐ and in the Register of



Personal and Movable Real Rights (RPMRR) under number \_\_\_\_\_ or in the personal property security registry of \_\_\_\_\_ (insert province name) under number \_\_\_\_\_.

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If the Loan is insured by the CMHC, without limiting the provisions of such charge/immovable hypothec, you agree that (a) the language stated above "all obligations, present and future, direct and indirect, of the Borrower towards the Bank" will not apply and (b) the charge/immovable hypothec will secure all obligations, present and future, direct and indirect, of the Borrower towards the Bank arising under each Loan Agreement and related loan documents;

- ☒ A ☒ first (or) ☐ \_\_\_\_\_ ranking charge/immovable hypothec against the property(ies) and for the sum of the amounts specified in the Information Box related to the Mortgaged Property, including a general assignment/hypothec of rents as additional security ☒ and a security/movable hypothec on all the assets physically attached or not to each property specified in the Information Box related to the Mortgaged Property and which, in Quebec, serve to run a business or pursue operations or, in Ontario, are located on, used in the operation of, or otherwise related to said property.

If the Loan is insured by the CMHC, without limiting the provisions of such charge/immovable hypothec, you agree that (a) the language stated above "all obligations, present and future, direct and indirect, of the Borrower towards the Bank" will not apply and (b) the charge/immovable hypothec will secure all obligations, present and future, direct and indirect, of the Borrower towards the Bank arising under each Loan Agreement and related loan documents;

- ☐ A first ☐ (or) ☐ \_\_\_\_\_ ranking universal hypothec on all the movable/immovable property, against the described property and for the sum of the amounts specified in the Information Box related to the Mortgaged Property, also including a hypothec of rents as additional security;
- ☐ A ☐ first (or) ☐ \_\_\_\_\_ ranking hypothec on/assignment of the life insurance policy of \_\_\_\_\_ in the amount of \$\_\_\_\_\_;
- ☒ A first ranking hypothec/security on all movable/personal property, corporeal and incorporeal/tangible or intangible, present and future, used for or related to the use of the immovable/real property, including, without limitation all rights in contracts, permits and licences related to this immovable/real property as well as all rights, titles and interests in insurance indemnities, proceeds, benefits or other benefits resulting from the Borrower's insurance policies on the property covered by this hypothec/security;
- ☒ A rider designating the Bank as the beneficiary of the proceeds of the insurance policies covering all mortgaged properties up to their full replacement value.

The Borrower shall also grant to the Bank any additional security that may be required under the certificate of insurance issued by the CMHC, where applicable.

(Hereinafter collectively, the "**Security**")

- ☒ A guarantee in the amount of \$2 901 285.00 given by Benjamin Oakes;
- ☐ A guarantee by \_\_\_\_\_ in an amount equivalent to \_\_\_\_\_ % of any sum owing by the Borrower to the Bank in principal, interest and fees;
- ☒ Other security: General Assignment of rents

Property	800 Howard Avenue and 581 Cataragui		
	Address		
	Windsor		ON
	City		Province
	N9A 1R9	PT LOT 5 PLAN 134	\$3 240 000.00
	Postal code	Lot No.	Amount of the mortgage/hypothec
Other property	Address		
	City		
	Province		
	\$		
	Postal code	Lot No.	Amount of the mortgage/hypothec

(Hereinafter collectively, the "**Mortgaged Property**")

The above Security is granted to secure all present and future obligations of the Borrower under the Loan and any agreements entered into with the Bank. In the event that the Borrower applies for new credits from the Bank and that the Bank agrees, the Bank may, at its discretion, secure them by the above Security. Although the amount of the Security may exceed the amount of the Loan granted under this Offer in order to secure any new advances or loans, the Bank is under no obligation to grant an additional credit. In addition, the Security constitutes continuing and permanent security against the Mortgaged Property and this Offer of Financing does not create novation for any existing credit.

## 2.2 Conditions precedent to disbursement

Prior to the date of disbursement of the Loan or the first progressive disbursements, if applicable, the Borrower and/or any Guarantor must have provided, carried out or executed the following, to the satisfaction of the Bank:

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**2.2.1 General information**

Deliver and sign any document that may reasonably be requested by the Bank in order to give full force and effect to the provisions hereof, including without limitation, the Security documents duly registered according to the rank required by the Bank.

Furnish a true copy of the constating documents of the Borrower and/or any corporate Guarantor, and any amendments thereto, as applicable.

When the Loan is granted under the National Housing Act, R.S.C. 1985, c. N-11, the requirements and conditions required under the certificate of insurance issued by the CMHC shall always be completely satisfied.

☐ Furnish proof of the Borrower's contribution of at least \$\_\_\_\_\_.

Pay all fees and costs required by the Bank.

**2.2.2 Financial information**

Provide signed and dated financial statements of the following persons for the most recent fiscal year in the form as follows ☐ audited ☐ review engagement or ☒ notice to reader:

- ☒ the Borrower;
- ☐ any corporate Guarantor of the Borrower;
- ☐ any corporation that owns the Mortgaged Property.
- ☒ Provide a signed and dated personal balance sheet or statement of net worth of the following persons, and evidence of the assets, if applicable:
  - ☐ the Borrower;
  - ☒ any Guarantor of the Borrower;
  - ☐ any person who owns the Mortgaged Property.
- ☒ Provide the most recent income tax return (provincial and federal) and corresponding notices of assessment of the following persons:
  - ☐ the Borrower;
  - ☒ any Guarantor of the Borrower;
  - ☐ any person who owns the Mortgaged Property.

**2.2.3 Information relating to the Mortgaged Property**

Provide for each Mortgaged Property:

- ☒ a copy of the title of ownership, a recent certificate of location/land survey, a layout certificate (Quebec, if applicable) and proof of payment in full, without subrogation, of all property taxes, and land transfer taxes;
- ☒ the rent roll, duly signed and dated, which includes the following information per rental unit: the street address of the rental unit, the tenant's name, the number of square feet and/or number of rooms, the rental price, the initial date of the lease, the expiry date of the lease and all the services included in the rent (electricity, hot water, water tax, heating, parking, laundry, stove, refrigerator, dishwasher, furniture, etc.);
- ☒ a copy of the current leases and all the renewals duly accepted;
- ☒ the statement of income and expenses, duly signed and dated, for the most recent fiscal year;
- ☒ the statements of account for municipal and school taxes, as well as the proof of their payment in full, without subrogation.

The insurance policy against fire and other risks, including without limitation, protection against any disaster covering the revenue generated by any Mortgaged Property as well as breakdowns of machinery, if applicable. This policy must cover the full replacement value of the buildings located on the Mortgaged Property with the loss payable to the Bank, as mortgagee in accordance with its priority ranking, and contain the standard mortgage clauses approved by the Insurance Bureau of Canada. The policy and the standard mortgage clauses must be to the satisfaction of the Bank.

**2.2.4 Other information**

- ☒ An appraisal report addressed to the Bank on the Mortgaged Property and prepared at the expense of the Borrower by appraisers approved by the Bank, confirming a market value acceptable to the Bank.
- ☒ A phase 1 environmental site assessment addressed to the Bank for each Mortgaged Property.
- ☐ An environmental questionnaire for each Mortgaged Property duly completed on the form used at the Bank.
- ☐ A copy of the offer to purchase the Property duly accepted and signed.
- ☐ A copy of the contract for the work to be performed on the Property.
- ☐ An "All Risks" insurance policy to cover the liability of the contractor performing the work on the Property.
- ☐ Conclusive proof that the Borrower has obtained all the building permits and the zoning permissions required for the Property.
- ☐ Satisfactory evidence that the general contractor is duly certified and in good standing with the CSST and the CCQ.

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- ☒ Acknowledgement of receipt of the CMHC's certificate confirming that the Loan is insured and conclusive proof demonstrating that all conditions mentioned in the certificate are complied with.
- ☐ A copy of the site layout plans confirming that the work will be done within the boundaries of the Property.
- ☒ Acknowledgement of receipt of the following documents (civil or matrimonial status proof, etc.) within \_\_\_\_ days of the acceptance of this Offer:  
See Appendix A
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### 3. OTHER FINANCING CONDITIONS

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#### 3.1 Usual conditions

The Borrower and/or any Guarantor, as the case may be, shall deliver to the Bank, upon its request, the following documents, to the satisfaction of the Bank:

- ☒ Annually, within 180 days of the calendar year-end for an individual and within 120 days of the fiscal year-end for any other person or entity:

☒ The financial information specified in paragraph 2.2.2 of this Offer.

☒ The information relating to the Mortgaged Property specified in paragraph 2.2.3 of this Offer.

- ☒ Other conditions:

See Appendix B

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#### 3.2 Additional conditions

The Borrower and/or any Guarantor, as the case may be, shall deliver to the Bank the following documents, to the satisfaction of the Bank:

- ☒ The application form for life, disability and critical illness insurance duly completed, signed and witnessed to indicate whether or not the Borrower wants to apply for such insurance offered by the Bank.

- ☒ A title insurance policy issued by a title insurance company approved by the Bank or i) a survey plan for Ontario and British Columbia; ii) a surveyor's certificate/certificate of location for Manitoba, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Quebec; or iii) a search report on the property for Alberta and Saskatchewan, prepared and certified by a qualified surveyor/land surveyor.

- ☐ If the Mortgaged Property is a strata or condominium unit, the Strata/Condominium corporation or syndicate of co-owners must be informed of the Bank's rights. The Bank must also be provided with the Strata/Condominium Plan or an Estoppel Certificate (for all provinces except Quebec).

When the Loan is granted under the *National Housing Act*, R.S.C. 1985, c. N-11, the Borrower shall provide annually to the Bank and the CMHC, if applicable, all documents required under the certificate of insurance issued by the CMHC.

If the Loan is intended for a Property purchase, the purchase price must not be less than \$

#### 3.3 Insured Loan and securitized programs

##### 3.3.1 Priority of the Loan over an uninsured loan

If the Loan is insured, the Loan is separate and distinct from any other loan secured by the Security. Reference to the term "Loan" includes any replacement, refinancing, renewal or modification of the Loan. The Loan will have priority over any uninsured loan secured by the Security, upon default occurring under the Security as to payment, collection, enforcement and realization.

##### 3.3.2 Securitization programs administrated by the CMHC

The Loan may be included in a national program for pooling and securitizing housing loans, under which the CMHC acts as program administrator, trustee and guarantor if timely payment of securities. As long as the Loan is included in such a program, the Bank will not, as against the loan insurer or the program administrator:

- a) Exercise its remedies resulting from the Security for any uninsured loan without discharging the Security against any persons, including the Borrower; and
- b) Exercise any available rights of consolidation, cross-collateralization or cross default that may exists in its favor.

#### 3.4 Representations and warranties of the Borrower and any Guarantor

The Borrower and any Guarantor respectively represent and warrant to the Bank that:

- 3.4.1 It is a duly constituted entity, in good standing under its governing laws, and it has the powers, permits and licences required to carry on its business and to own and administer its property;

- 3.4.2 There has been no material adverse change to its financial situation since the date of its last annual financial statements and/or to the other financial information submitted to the Bank. Such statements and information faithfully represented, on the date of their making, its financial situation. No material liabilities other than those already disclosed to the Bank are expected;

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**3.4.3** It has a good and marketable title with respect to all its property, including without limitation, the Mortgaged Property, which are free and clear of all prior claims, hypothecs, mortgages, charges, liens or any other similar encumbrances having priority over the rights of the Bank;

**3.4.4** It is not party to any litigation or legal proceedings which could have a negative material impact on its financial situation or on its ability to carry on its business;

**3.4.5** It is not in default under any contract, including those concluded with the Bank;

**3.4.6** All taxes, assessments, income taxes or other levies payable by the Borrower or leviable on its assets have been paid when due, without subrogation in favour of a third party;

**3.4.7** The Loan to be used for mortgage financing under the terms of this offer is intended to be used by a third party (or on his behalf) whose information is detailed in Appendix A "Information about the Third Party".  
☐ (Please tick and complete Appendix A "Information about the Third Party");

**[OR]**

the Loan to be used for mortgage financing under the terms of this offer is not intended to be used by a third party (or on his behalf). ☒ (Please tick).

#### **4. INTEREST**

##### **4.1 Interest payments**

The Borrower must pay interest on the principal of the Loan, calculated at the applicable rate of the Loan or of the Portion, until the principal is repaid in full. During the Term, the interest is payable by way of Payments, at the frequency indicated on line 8 of the Loan Summary.

Each Payment includes payment toward the loan principal amount, the accrued interest and, if applicable, a portion for the property taxes and charges and periodic administration fees.

The interest shall accrue from the date of the first disbursement of the Loan and continue to accrue and be calculated on the outstanding principal until the principal is repaid in full.

If the Loan is disbursed in whole or in part prior to the Interest Adjustment Date, the Bank may, at its sole discretion, either deduct the accrued interest from any disbursement or request that the interest be paid on a monthly basis from the date of each disbursement until the Interest Adjustment Date. On the Interest Adjustment Date, any accrued interest on the principal until that date, inclusively, is then due and payable.

The interest is calculated, not in advance, using the monthly calculation method for the Variable Rate and using the semi-annual calculation method for the Fixed Rate.

##### **4.2 Applicable interest rate**

###### **4.2.1 Fixed-rate loan**

The Loan bears interest at the fixed rate set out in line 2a) of the Loan Summary, both before and after the Interest Adjustment Date, until the Term expiry date, notwithstanding the occurrence of a default other than the one specified in section 17 herein or until a judgment is rendered against the Borrower.

###### **4.2.2 Variable-rate loan**

The Loan bears interest at the Variable Rate until the Term expiry date and notwithstanding the occurrence of a default other than the one specified in section 17 herein or until a judgment is rendered against the Borrower. As of the disbursement date, the Variable Interest Rate applicable to the Loan corresponds to the rate indicated on line 2b) of the Loan Summary, subject to such fluctuations in the Bank's Prime Rate and the automatic adjustments to be made in accordance with line 2b) of the Loan Summary.

##### **4.3 Interest rate applicable to a Loan disbursed by way of progress advances**

If the Loan is disbursed by way of progress advances, the Loan bears interest until the Interest Adjustment Date, at the rate indicated on line 4 of the Loan Summary. As of the Interest Adjustment Date, the Loan bears interest as indicated in paragraphs 4.2.1 or 4.2.2, as applicable.

##### **4.4 Due and unpaid interest**

Any due and unpaid interest bears interest at the interest rate applicable to the Loan or to the Portion of the Loan to which it relates, until it is paid in full. Interest on unpaid interest is compounded using the same interest rate and at the same frequency as interest on Payments.

#### **5. PAYMENTS**

##### **5.1 Determination of amounts**

The Borrower must reimburse the principal and the interest due on the Loan by way of consecutive Payments as of the first Payment Date until the Term expiry date. At that time, the Borrower must repay any outstanding balance in principal, interest, fees and other amounts.

The Payments applicable to a variable-rate Portion initially correspond to the amount indicated on line 8 or 9, as the case may be, of the Loan Summary and may thereafter be modified as specified in subparagraphs 5.4.1.1 and 5.4.1.2 of this Offer, as the case may be.

The Payments applicable to a fixed-rate Portion correspond to the amount indicated on line 8 of the Loan Summary for the duration of the Term of such Portion.



**5.2 Offset not authorized**

All amounts owed under the terms and conditions of this Offer must be paid in full when due, without any possibility of offset, deduction or reduction. Even if the Bank owes an amount to the Borrower, the Borrower cannot deduct this amount from its Payments or from the amount owed at the end of the Term.

**5.3 Change of frequency upon an event of default**

If the Borrower is in default of two consecutive Payments, the Bank reserves the right to set a monthly frequency for the Borrower's payments if the frequency indicated on line 8 of the Loan Summary is shorter.

**5.4 Type of payments****5.4.1 Variable-rate loan****5.4.1.1 Variable payments**

If the Borrower chooses to repay the Loan by way of variable Payments, the amount of the first Payment corresponds to the amount indicated on line 8 of the Loan Summary. This amount is calculated using the applicable Amortization Period and the interest rate, which are respectively indicated on lines 10 and 2b) of the Loan Summary. After the first Payment, the payment amount may increase or decrease depending on the fluctuations in the Variable Interest Rate in order to ensure that the duration of the Amortization Period never changes.

**5.4.1.2 Fixed payments**

If the Borrower chooses to repay the Loan by way of fixed Payments, the amount of the Payment corresponds to the amount of the fixed Payment indicated on line 9 of the Loan Summary as long as the Variable Interest Rate does not exceed the Critical Rate.

If the Variable Interest Rate increases, the Borrower agrees that a larger portion of the fixed Payment be applied to the payment of the interest and a smaller portion to the repayment of the principal. As a result, the outstanding balance at the Term expiry date could be higher than the balance indicated on the most recent statement. Moreover, if the Variable Interest Rate reaches or exceeds the Critical Rate, the Borrower agrees that the fixed Payment be increased to ensure the Loan is repaid in full during the Amortization Period. The Bank will inform the Borrower of any increase in the fixed Payment by way of a written notice. Upon receipt of such notice, the Borrower must pay, on each Payment Date, the increased amount of the fixed Payment. If, on a Payment Date, the interest accrued on the outstanding principal exceeds the amount of the fixed Payment, the outstanding interest will bear interest at the Variable Interest Rate and will be payable on demand.

**5.4.1.3 Accelerated payments (weekly or every 2 weeks)**

If the Borrower chooses a payment frequency every 2 weeks or weekly (line 8 of the Loan Summary), the Borrower benefits from accelerated payments. Such accelerated payments pay half of a monthly payment every two weeks (every 2 weeks frequency) or the quarter of a monthly payment every week (weekly frequency).

**5.4.2 Fixed-rate loan****5.4.2.1 Fixed payments**

The fixed-rate Loan is repaid by way of fixed Payments; the amount of the Payment corresponds to the amount of the fixed Payment indicated on line 8 of Loan Summary.

**5.4.2.2 Accelerated payments (weekly or every 2 weeks)**

If the Borrower chooses a payment frequency every 2 weeks or weekly (line 8 of the Loan Summary), the Borrower benefits from accelerated payments. Such accelerated payments pay half of a monthly payment every two weeks (every 2 weeks frequency) or the quarter of a monthly payment every week (weekly frequency).

**6. VERBAL AGREEMENT FOR CERTAIN CONDITIONS REGARDING TERM LOANS**

The Borrower and the Bank may verbally agree on the following conditions: term extension, new term, applicable interest rate and payment dates. The loan would remain subject to the other applicable conditions.

The conditions may be confirmed by email or regular mail to the Borrower and Guarantor.

Neither the Bank nor the Borrower are obligated to extend the term of the loan. At the end of the term, the Borrower may repay the loan in full and the Bank may require repayment.

This provision applies to all term loans granted by the Bank to the Borrower, regardless of whether these term loans are covered by this Offer.

**7. PLACE AND TIME OF PAYMENTS**

All payments due to the Bank under this Offer must be made at the address indicated at the beginning of this Offer or at any other address the Bank may advise the Borrower of in writing.

Any payment made after 12 p.m. (noon) is deemed to be made on the following business day. All payments made to the Bank must be made in legal currency of Canada.

## 8. ALLOCATION OF PAYMENTS

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Each payment is applied first to interest and costs and then to the Loan principal.

## 9. PREPAYMENT

### 9.1 Variable-rate loan

The Borrower can only benefit from the prepayment privileges specified in this subsection. These privileges are available only if the Borrower is not in default under this Offer. If the Borrower does not use this privilege in a given calendar year, the Borrower cannot carry it forward to the following years.

#### 9.1.1 Prepayment with prepayment charge

The Borrower may prepay all or part of the outstanding principal of a Portion at any time prior to the end of the Term, if the Borrower pays a prepayment charge. The amount of such prepayment charge corresponds to three months of interest calculated on the prepaid amount and at the Bank's standard interest rate in effect on the date of calculation for a variable-rate mortgage loan of the same type as the Portion.

The components used to calculate the prepayment charge include the following:

- a) The prepayment amount;
- b) The standard interest rate for a variable-rate mortgage loan on the date of calculation, which is the date of the statement provided by the Bank to the Borrower after the Borrower has advised the Bank of its intention to make a prepayment.

This standard interest rate consists of the Bank's Prime Rate plus a spread. The Bank's standard interest rate and its components effective on a given date may be obtained on the Bank's website ([www.nbc.ca](http://www.nbc.ca)) or at its business centre. This standard rate may differ from the variable rate for the Portion. The standard interest rate used for the above calculations is the rate effective on the date of the statement provided by the Bank to the Borrower after the Borrower has advised the Bank of its intention to make a prepayment.

If there is no standard interest rate announced for a term equivalent to the remaining term of the Portion, the Bank will determine the standard rate by using the average of the rates announced for the two terms closest to the remaining period of the Portion.

#### 9.1.2 Renegotiation and refinancing

If a Portion is renegotiated or refinanced during the Term, a prepayment charge may be payable.

### 9.2 Fixed-rate loan

#### 9.2.1 Prepayment (closed-term loan)

If a Portion has a closed term as indicated on line 6 of the Loan Summary, the Borrower benefits only from the prepayment privileges specified in this paragraph for that Portion. These privileges are available only if the Borrower is not in default under this Offer. If the Borrower does not use this privilege in a given calendar year, the Borrower cannot carry it forward to the following years.

##### 9.2.1.1 Prepayment with prepayment charge

The Borrower may prepay all or part of the outstanding principal of a Portion at any time before the end of the Term, if the Borrower pays an amount equal to the higher of the following two amounts:

- a) An amount equal to three months of interest calculated on the prepaid amount and at the posted rate for the Portion as described below;
- b) The sum of the following two amounts:
  - (i) one month of interest on the prepaid amount at the posted rate for the Portion, up to a maximum amount of \$500; and
  - (ii) the interest rate differential; the interest differential is the discounted value (calculated at the standard rate indicated below) of the excess of the interest which the amount prepaid would earn at the posted rate for the remaining term of the Portion over the interest which the amount prepaid would earn during the same period at the standard rate indicated below.

The standard interest rate used for the above calculations is the rate effective on the date of the statement provided by the Bank to the Borrower after the Borrower has advised the Bank of its intention to make a prepayment.

The standard interest rate and its components effective on a given date may be obtained on the Bank's website ([www.nbc.ca](http://www.nbc.ca)) or at its business centre. If there is no standard interest rate announced for a term equivalent to the remaining term of the Portion, the Bank will determine the standard rate by using the average of the rates announced for the two terms closest to the remaining period of the Portion.

##### 9.2.1.2 Term longer than 5 years

If the Borrower benefits from section 10 of the *Interest Act* (Canada), the prepayment charge payable cannot exceed the amount specified in clause 8.2.1.2a), when the Term of the Portion is longer than 5 years and the prepayment is made more than 5 years after the Interest Adjustment Date.

##### 9.2.1.3 Renegotiation and refinancing

If a Portion with a closed term is renegotiated or refinanced during the Term, a prepayment charge may be payable.

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### 9.2.2 Prepayment (open-term loan)

If a Portion is an open term as indicated on line 6 of the Loan Summary, the Borrower may at any time repay all or part of the Portion balance without notice or prepayment charge.

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## 10. RIGHT TO CONVERT THE VARIABLE INTEREST RATE TO A FIXED RATE

If the Borrower is not in default under the terms and conditions this Offer and meets the Bank's standard credit requirements, the Borrower may convert the Variable Interest Rate into a Fixed Interest Rate corresponding to the rate then applicable to mortgage loans offered by the Bank with a fixed rate and a closed term equal to or longer than the remaining Term of the Loan. However, the Term of the Loan will remain as indicated on line 6 of the Loan Summary. If necessary, the Borrower undertakes to sign an amendment agreement and to pay any file administration and processing fees that the Bank will be entitled to charge. The Borrower can only exercise this right once for each of the Portions of the Loan and, once exercised, this right is irrevocable and will apply as of the date of the next Payment until the end of the Term.

## 11. CONSTRUCTION

If the purpose of the Loan is to finance the construction or renovation of a building or other improvements, the Loan is disbursed by way of progress advances based on the progress of the work, which must be confirmed by an appraiser or another cost consultant chosen by the Bank. A minimum holdback equivalent to the percentage set out in the table below based on the province where the Property is situated, or equivalent to any other percentage determined by the Bank, as the case may be, shall be applied to each advance of the Loan, based on the conditions that the Bank deems acceptable. The total holdback will be released 5 days after the expiry of the statutory registration period following the completion of the work to register a legal hypothec, a charge, a lien or a priority against the Property, as long as no such charge or legal right has been registered or recorded against the Property.

Provinces	Holdback percentage	Duration of the holdback
Quebec/Ontario/British Columbia/ Alberta/Saskatchewan/Nova Scotia/ Newfoundland and Labrador/New Brunswick	10%	<ul style="list-style-type: none"><li>• Nova Scotia and Ontario: 60 days</li><li>• British Columbia: 65 days</li><li>• Alberta: 45 days</li><li>• Saskatchewan: 40 days</li><li>• Quebec, Newfoundland and Labrador: 30 days</li><li>• New Brunswick: 60 days</li></ul>
Manitoba	7.5%	<ul style="list-style-type: none"><li>• Manitoba: 40 days</li></ul>
Prince Edward Island	15%	<ul style="list-style-type: none"><li>• Prince Edward Island</li></ul>

The construction or renovation must be completed at or before the Interest Adjustment Date. All amounts owed for work and materials will be paid when due, and all items and accessories related to the buildings will be incorporated before the Interest Adjustment Date.

## 12. PROPERTY TAXES

### 12.1 Payment of property taxes

At the Bank's request, the Borrower will pay, at the same time and in addition to the Payment of the Portion that it has designated, the amount indicated on line 13 of the Loan Summary which will be deposited to an account opened by the Bank for this purpose. This amount is based on the Bank's estimate of the total amount of the Property Taxes payable on the Mortgaged Property for the 12-month period following this estimate. The Bank reviews its estimate of the Mortgaged Property annually on January 1st and from time to time based on information it may receive. Payments required under this section shall be calculated on the basis of the most recent estimate made by the Bank.

### 12.2 Canada Deposit Insurance Corporation (CDIC) protection

The Canada Deposit Insurance Corporation (CDIC) is a federal Crown corporation that protects certain deposits per insured category and at financial institutions that are CDIC members. Coverage is free and automatic. You don't have to sign up. Certain deposits in Canadian currency and payable in Canada are insurable in accordance with the *Canada Deposit Insurance Corporation Act*.

For deposits in an account opened for the purpose of paying property taxes, CDIC encourages you to learn about CDIC protection by reviewing the CDIC brochure available at [www.cdic.ca/en/financial-community/cdic-display-requirements/Documents/cdic-abbreviated-brochure-en.pdf](http://www.cdic.ca/en/financial-community/cdic-display-requirements/Documents/cdic-abbreviated-brochure-en.pdf) or at your branch or business centre.

### 12.3 Use of amounts paid to the Bank

The Bank will hold the payments of the Borrower up to the amount of the Loan, in accordance with this section, as security for the performance of all the Borrower's obligations under this Offer or the Security, including the payment of the Property Taxes. Therefore, the Borrower cannot withdraw these amounts and the Bank is not bound to reimburse them to the Borrower as long as these obligations have not been executed in full. The amounts held by the Bank bear interest at the rate and in accordance with the terms and conditions published by the Bank from time to time for deposit accounts for the payment of taxes. If the Borrower is in default, the Bank may, at its discretion, offset part or all of these amounts held by the Bank by any amount the Borrower owes. However, if the Borrower is not in default when the Property Taxes are payable, the Bank will use these amounts to pay the Borrower's Property Taxes.

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## **12.4 Presenting tax statements and related documents**

The Borrower undertakes to send the Bank immediately upon receipt, all notices, invoices, statements and related documents that the Borrower receives with regard to the Property Taxes. The Bank is not bound to pay the Property Taxes if the Borrower neglected to send the Bank, prior to the due date, the notices, invoices, statements and related documents indicating that the Property Taxes are due.

## **12.5 Insufficient funds to pay the Property Taxes**

On the date the Property Taxes are due, if the amount payable exceeds the total the Borrower has paid into the account opened for this purpose, the Borrower must immediately pay to the Bank an amount sufficient to cover the difference. If the Borrower does not do so, the Bank could (but is not bound to) pay the amounts due, thereby creating an account overdraft. This overdraft will bear interest at the interest rate applicable to the Loan or to the Portion for which payments for Property Taxes are required, if any, until the overdraft is repaid in full.

## **13. EVENTS OF DEFAULT AND RECOURSES**

### **13.1 Default**

The Borrower is in default under this Offer in each of the following cases:

- a) If any of the amounts owed under this Offer is not paid when due;
- b) If the Mortgaged Property is sold, assigned, mortgaged or otherwise disposed of without the prior written consent of the Bank;
- c) If the Borrower and/or any Guarantor is in default of fulfilling one of its obligations under this Offer, under the Security documents or under any other document giving effect to the provisions of this Offer;
- d) If one of the statements of the Borrower and/or any Guarantor made in this Offer is false, incorrect or untrue;
- e) If the Borrower and/or any Guarantor fails to perform any of its obligations under any other binding offer or agreement with the Bank;
- f) If the Borrower and/or any Guarantor becomes insolvent, bankrupt or in the process of winding up, makes an assignment of its property for the benefit of its creditors, files a proposal or gives notice of its intention to file such proposal, is under reorganization, ceases to operate its business or if there has been any material adverse change to its financial situation;
- g) If the Borrower and/or any Guarantor changes its effective control without the prior written consent of the Bank or if the Borrower and/or any Guarantor ceases to operate its business or substantially changes the nature of its operations or business;
- h) If a Mortgaged Property is seized or is repossessed by a creditor, receiver, trustee or any person exercising similar functions;
- i) If a substantial part, in the opinion of the Bank, of the assets of the Borrower or any Guarantor is repossessed by a creditor, trustee, receiver or other third party, is subject to a notice of exercise of hypothecary recourse or to a notice of withdrawal to collect claims, or is seized;
- j) In the event that the Loan is made under the *National Housing Act*, R.S.C. 1985, c. N-11, if the Property is materially changed compared to the original building plan submitted to the Bank without the prior written consent of the Bank and the CMHC, or if the Property ceases to be used as a principal residence by its occupants or if the Property is used for commercial, professional, hotel or industrial activities.

A default under this Offer will constitute a default under the terms of the Security.

### **13.2 Recourses**

Upon the occurrence of a default under this Offer, all principal, interest, fees and other amounts owed with respect to the Loan immediately become payable on request.

The Bank may therefore exercise, at its discretion, one or several of the following recourses:

- a) Demand the immediate payment of all amounts owed;
- b) Exercise the recourses permitted by law to recover the outstanding amounts;
- c) Exercise the rights conferred under the Security held in order to secure the Borrower's obligations under this Offer; or
- d) Exercise all other rights and recourses available under this Offer or any applicable legislation.

If the Bank decides not to exercise one or several of the rights and recourses available upon the occurrence of a default or if the Bank decides not to immediately demand that the Borrower or any Guarantor remedy this default, the Bank reserves its right to exercise these recourses at a later date, at its sole discretion.

In addition, the Borrower agrees that the Bank can demand immediate payment of a Portion or exercise the recourses provided under in this Offer without necessarily demanding the immediate payment of or exercising the recourses concerning another Portion.

## **14. DEFINITIONS**

Unless otherwise indicated, the capitalized terms below shall have the following meanings in this Offer:

- a) "**Amortization Period**" means the number of months required to repay the Loan or a Portion in full, based on the frequency, the amount of the Payments and the interest rate set out in this Offer. The Amortization Period is



indicated for information purposes on line 10 of the Loan Summary and its duration may change if the repayment terms and conditions of the Loan or a Portion are amended during the Term;

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- b) **"CMHC"** means the Canada Mortgage and Housing Corporation;
- c) **"Critical Rate"** means the rate indicated on line 2b) of the Loan Summary, if applicable to the Loan, beyond which the fixed Payment indicated on line 9 is no longer sufficient to cover the interest due on the principal of the Loan;
- d) **"Fixed Interest Rate"** or **"Fixed Rate"** means the interest rate applicable to a fixed-rate Loan for which the formula is indicated on line 2a) of the Loan Summary;
- e) **"Guarantor"** means, unless otherwise intended in this Offer, any individuals, corporations, partnerships as well as any other type of entity that grant or have previously granted a guarantee in favour of the Bank;
- f) **"Information Box related to the Mortgaged Property"** refers to the table summarizing the properties taken as security by the Bank pursuant to subsection 2.1 of this Offer;
- g) **"Interest Adjustment Date"** means the date on which the Term begins, as indicated on line 5 of the Loan Summary. However, if the Loan is insured by the CMHC, the Interest Adjustment Date must be no later than two months after the first of the following events:
  - 1) The date of the final Loan disbursement; or
  - 2) The date on which most of the construction, renovation, repair, restoration, transformation and improvement work of the Property is completed;
- h) **"Loan Agreement"** means, collectively, any contract, offer, or other document relating to an offer of financing between the Bank and the Borrower, as amended, modified, replaced, and/or extended from time to time.
- i) **"Loan Summary"** refers to the table provided on page 2 of this Offer, which sets out the main terms and conditions of the Loan;
- j) **"Mortgaged Property"** means all the properties taken as security by the Bank and described in the Information Box related to the Mortgaged Property;
- k) **"Offer"** or **"Offer of Financing"** means this Offer and credit agreement of a term loan secured by hypothec/mortgage and its appendices, as amended, supplemented or renewed from time to time;
- l) **"Payment"** means the amount of principal and interest that must be paid at the frequency agreed upon in order to reimburse the Loan in accordance with the terms and conditions set out herein, as indicated on line 8 of the Loan Summary;
- m) **"Payment Date"** means each date on which a Payment is due under line 8 of the Loan Summary;
- n) **"Portion"** means a portion of the Loan that has its own interest rate, term, repayment and amortization terms and conditions, if applicable;
- o) **"Prime Rate"** or **"PR"** means the variable annual interest rate that the Bank publishes from time to time and uses to determine the interest rates applicable to its Canadian dollar loans in Canada and which is available on the website [www.nbc.ca](http://www.nbc.ca);
- p) **"Property Taxes"** means all taxes and other property expenses payable in respect of the Loan and the Mortgaged Property or incurred following a transaction between the Borrower and the Bank, excluding the income tax payable by the Bank;
- q) **"Property"** refers to the property of the Borrower described on the first page of this Offer and for which the financing is offered;
- r) **"Security"** means any security granted by the Borrower or a Guarantor in favour of the Bank pursuant to subsection 2.1 of this Offer and to any amendments;
- s) **"Term"** means the period for which the repayment terms and conditions of the Loan or the applicable Portion have been established based on the Amortization Period of the Loan and the applicable interest rate, and at the end of which the balance of the Loan, in principal, interest, fees and other amounts, is payable;
- t) **"Variable Interest Rate"** or **"Variable Rate"** or **"VIR"** means the interest rate applicable to a variable-rate Loan for which the formula is indicated on line 2b) of the Loan Summary.

#### 15. LIABILITY OF THE BORROWERS

If more than one person is designated as Borrower, each of these persons is solidarily liable (Quebec only) or jointly and severally liable (Canada except Quebec) for the obligations of the Borrower under this Offer.

#### 16. LEGAL ADVISOR

Upon acceptance of this Offer, the Borrower will provide the Bank with the name and address of its legal advisor who will prepare the Security. The Borrower's legal advisor must deliver to the Bank a copy of its professional liability insurance policy in an amount at least equal to the higher of the amount of the Loan or the Security, and must maintain that coverage for the entire term of the Loan and its renewals, if any.

Notwithstanding the foregoing, the Bank reserves the right under all circumstances to request that the Borrower retains a solicitor/notary (Quebec only) approved by the Bank at the Borrower's expense. For the province of British Columbia only, the Bank may allow the Borrower to use a notary public unless the Loan has more than one Portion. In such case, a solicitor must complete all legal documentation.

#### 17. INCREASED RISK, CANCELLATION AND FORCE MAJEURE

Should a material change, deemed unfavourable by the Bank, occur in the (i) level of inherent risk in the financing, (ii) the financial situation of the Borrower or any guarantor, (iii) the value of the property given as security to the Bank by the

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Borrower or any guarantor or the value of their business, (iv) the rank of the security granted in favour of the Bank, or (v) the Borrower's capacity to meet its obligations to the Bank, pursuant to the law or the terms and conditions of any contract deemed material by the Bank, the Bank reserves the right to cancel the Loan at its sole discretion and demand repayment of any amount already disbursed in this respect and, at expiry, to refuse to renew.

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The Bank will not be bound by this Offer nor liable for the damages or losses arising from the non-performance of its obligations under this Offer in the case of force majeure.

## **18. AMENDMENTS, RENEWALS AND EXTENSIONS**

The Loan or each Portion may, from time to time and at the Bank's discretion, be renewed, extended or amended by way of a prior written offer or a prior verbal agreement as described in section 6. Furthermore, in anticipation of the end of the Term, the Borrower and/or any Guarantor, if applicable, have the responsibility to update and transmit to the Bank, at least 30 days prior to the end of the Term (the "prescribed period"), all documents and information indicated in paragraphs 2.2.2, 2.2.3 and 3.1, in addition to any other document or information deemed necessary by the Bank for such renewal, extension or amendment in writing at least 30 days prior to the beginning of the prescribed period. Should the Borrower fail to provide any of the requested documents or information to the Bank in said prescribed period, as of the end of the Term and until the Borrower has provided all the required documents or information to the Bank and an offer is issued and duly accepted by the Borrower, the following conditions may apply, at the discretion of the Bank, provided that the Borrower is not otherwise in default hereunder and that all payments (in principal and interest) due have been paid in full at the end of the Term:

- (i) The Loan or the Portion is automatically renewed for a single six-month open term bearing interest at the interest rate applicable for fixed-rate mortgage loans with a six-month open term in effect at the Bank on the Term expiry date; and
- (ii) The Borrower has the obligation to make blended periodic payments of principal and interest established by the Bank based on the interest rate specified in paragraph (i) of this section and the residual amortization period of the Loan or the Portion at the payment frequency in effect prior to the expiry.
- (iii) Except if the Bank has issued an offer to renew, extend or amend the Loan or a Portion duly accepted by the Borrower, as of the end of the six-month open term mentioned in paragraph (i) hereinabove, the Loan or the Portion shall be repaid in full, in principal, interest, costs and other amounts, without further notice.

Furthermore, if the requested documents and/or information are provided in full to the Bank but no offer is duly accepted by the Borrower prior to the end of the Term of the Loan or of the Portion, the Loan or the Portion may be renewed, at the Bank's discretion, for only one six-month term at the same conditions as those indicated in the previous paragraphs.

The Bank may, at its discretion and without being obligated to do so, waive its right to invoke any default of the Borrower hereunder to enable the application of this section.

The Borrower cannot, without the prior written consent of the Bank, substitute a third party to the rights of the Bank under the Security or this Loan. Finally, for the purposes of this section, the term enures to the exclusive benefit of the Bank.

## **19. ASSIGNMENT**

The Bank may, from time to time and without the consent of the Borrower, assign to any other person, the amounts owed under the Loan, with or without the benefit of the rights provided for under this Offer and the Security. However, the Borrower may not assign its rights under this Offer without obtaining the prior written consent of the Bank. This Offer binds the Bank's successors and assigns as well as the Borrower's heirs, legal representatives, successors and assigns.

## **20. PROMOTIONS**

### **20.1 Cashback**

If the Borrower benefits from a cashback promotion, the amount of the cashback is indicated on line 11 of the Loan Summary. This amount will be deposited on the Loan disbursement date in the bank account designated by the Borrower for this purpose.

### **20.2 Repayment of the promotion**

Any promotion the Borrower may benefit from is conditional on the Loan being maintained for the entire Term. Consequently, if the Loan is repaid in full, refinanced or renewed before the Term expiry date for whatever reason (including if the repayment is based on an event of default under this Offer), the Borrower must reimburse to the Bank a portion of the cashback it received or the interest savings from which it has benefited in proportion to the Term still remaining. This reimbursement is in addition to any prepayment charge or any applicable fees. The Bank may capitalize the amount thus owing prior to the payment in full, refinancing or renewal before the expiry of the Loan.

## **21. CONFLICT**

In the event of a conflict between the provisions of this Offer and those of the Security or any other document concerning the Loan, the provisions in this Offer will prevail.

## **22. SEVERABILITY**

If a provision of this Offer is declared null or invalid by a competent court, this will not affect any of the other provisions in this Offer which will remain in full force and effect.

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## 23. FEES AND EXPENSES

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### 23.1 File study fee

A non-refundable study fee of **\$10 150.00** is payable by the Borrower and will be collected directly from the Borrower's bank account upon acceptance of this Offer.

### 23.2 Appraisal fee

A fee of \$\_\_\_\_\_ will be collected by the Bank for the appraisal of any Mortgaged Property for which the Bank requires an appraisal in accordance with paragraph 2.2.4.

### 23.3 Inspection fee

A fee of \$\_\_\_\_\_ will be collected by the Bank for the inspection of any Mortgaged Property for which the Bank finances the construction, improvements or renovation costs.

### 23.4 Late delivery fees

In the event of a late delivery of the financial information set out in paragraph 2.2.2 of this Offer or the information relating to the Mortgaged Property taken as security by the Bank as set out in paragraph 2.2.3 of this Offer, monthly fees of **\$350.00** will be collected by the Bank as of the 181st day of the calendar year-end for an individual and as of the 121st day of the fiscal year-end for any other person or entity.

### 23.5 Monitoring fees

In the event that the Loan or a Portion is expired and is not repaid or renewed, a monthly monitoring fee of **\$250.00** will be collected from the Borrower as of the Term expiry date, until the Borrower (i) has provided all the required documents and signed the renewal offer or (ii) has repaid in full the Loan or the Portion, in principal, interest, costs and other amounts.

### 23.6 Periodic administration fees

On each Payment Date, the Borrower must pay to the Bank a periodic administration fee then in effect, which corresponds to the lesser of the two following amounts: the amount indicated on line 12 of the Loan Summary or 1/8 of 1% of the principal balance of the Loan on the concerned Payment Date.

### 23.7 Default charges

If the Borrower is in default under this Offer, the Borrower agrees to pay all costs and expenses that the Bank may incur to recover any unpaid amount and to exercise its rights and recourses. The Borrower also agrees to pay the fees for processing a refused payment.

### 23.8 Security fees

The Borrower must pay the fees for the preparation and registration of security documents (whether or not the financing is disbursed), as set out in the table below, as well as for the protection and exercise of security interests:

Activity	Fee
Preparation and registration of a movable security/personal property security	\$350.00
Renewal of registration of movable security/personal property security	\$250.00
Consultation of the provincial register of personal and movable rights or personal property system and/or request for a certified statement of registration from the register	\$100.00
Preparation and registration of an amendment to a registered movable/personal property security, except a discharge	\$250.00
Preparation of a set-off and security agreement with respect to deposits or of a blocked account agreement. These fees include registration, if required	\$250.00

### 23.9 Third party fees and charges

All fees and charges in connection with this Offer are payable by the Borrower, including without limitation professional (including the notary/solicitor fees for the preparation of the documentation related to this Offer), auditing asset, inspection, title insurance, and survey fees, as well as the fees required to register the Security, whether the Loan is disbursed or not.

### 23.10 Annual fee

The Borrower must pay an annual review fee.

### 23.11 Closing fees

Unless otherwise provided by law, the Borrower must pay administration and management fees in the amount of \$250.00 upon closure of each financing product.

### 23.12 Other fees

The Borrower may have to pay other fees related to the Loan, including those for the following operations:

- a) Processing a payment instruction rejected by another financial institution: \$45.00;
- b) Request to change the Payment frequency (applicable only upon the 2<sup>nd</sup> request): \$50.00;
- c) Request to reprint a previously issued statement: \$5.00;
- d) Examine documents and produce resolutions/powers of attorney for discharges of a charge/immovable hypothec;
  - Alberta and Quebec: No fees
  - British-Columbia: \$75.00
  - Other provinces: \$100.00

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Finally, fees may be payable to the Bank for certain optional services that the Borrower may subscribe to. Applicable fees and conditions under which these services may be cancelled will be provided when the Borrower signs up for these services.

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### **23.13 Modification of fees**

The Bank can modify the amounts of the applicable fees by giving the Borrower 30 days' notice. The Borrower agrees to pay these fees based on the fees in effect at the time of payment.

## **24. PRE-AUTHORIZED DEBIT**

By signing this Offer, the Borrower expressly authorizes the Bank to debit the designated bank account indicated below for the payments due and all the fees related to the Loan specified in this Offer. If the debit amount is fixed, the Bank will notify the Borrower of the amount 10 days before the date of the first debit. The Borrower waives this 10-day notice if the debit is variable or if the Borrower gives any other instructions in order to modify the terms and conditions of the Loan.

Account No.	Transit No.	Financial institution No.	Name and address of financial institution
148922	08691	006	National Bank

The Borrower can cancel this authorization at any time by giving 30 days' written notice. The Borrower can visit a National Bank branch, contact a specialized TelNat representative at 1-888-483-5628 or visit [www.cdnpay.ca](http://www.cdnpay.ca) to obtain a cancellation form or any information on its right to cancel a pre-authorized debit.

The Borrower has certain recourse rights if any debit does not comply with this authorization. For example, the Borrower has the right to receive reimbursement if a debit is not authorized or is not consistent with the authorization. To obtain more information on such recourse rights, the Borrower can contact the Bank in the manner indicated above or visit [www.cdnpay.ca](http://www.cdnpay.ca).

## **25. COUNTERPARTS**

This Offer may be executed in several counterparts, and each of the parties may sign a different counterpart. All such counterparts taken together constitute one and the same document. The electronic transmission (by fax, by scanned attachment to an email or by any other medium, technology, record or computer system chosen by the Bank) of this Offer signed by the Borrower or the guarantor (including by electronic signature) has the same effect as if the Borrower or guarantor had manually delivered to the Bank a copy of this Offer signed by it. Such electronic counterparts are deemed to be originals.

## **26. COLLECTION, USE AND DISCLOSURE OF INFORMATION**

The Borrower and each of the persons signing this Offer authorize the Bank to collect and use all information and material pertaining to them or their property the Bank has or may have obtained for the purposes of granting credit or insurance (where permitted by law) or for loan default insurance or regulatory purposes, and further authorize the Bank to disclose, exchange or transfer such information and materials, without notice to or consent of the Borrower or the other persons signing this Offer, to:

- affiliated companies and subsidiaries of the Bank;
- any person having or proposing to acquire any interest in all or any part of the Loan or insurance granted by the Bank from time to time pursuant to this Offer (including their respective advisors, agents, lawyers, accountants, consultants, appraisers, credit verification sources, custodians, credit rating agencies, servicers or other securitization participants);
- a loan default insurer, if applicable;
- the CMHC, as the program administrator of a national program for pooling and securitizing housing loans, if applicable;
- any governmental authority having regulatory jurisdiction over the Bank or any of its activities; and
- any other person in connection with any collection or enforcement proceedings taken under or in respect of credit or insurance granted by the Bank from time to time pursuant to this Offer.

Furthermore, the Borrower and each of the persons signing this Offer authorize the Bank to obtain and collect information from time to time pertaining to them or their property from any person likely to have such information (credit reporting and assessment agencies, financial institutions, creditors, employers, taxation authorities, public organizations and registries, persons with whom they have a business relationship and the Bank's affiliated companies and subsidiaries) for the purpose of verifying the accuracy of information provided to the Bank from time to time and to ensure the solvency of the Borrower and all persons signing this Offer, and to disclose, exchange, or transfer such information, without notice to or consent of the Borrower or the other persons signing this Offer, to those persons identified in the above paragraphs a) through f).

The Bank may also use and disclose all such information and materials as described above in accordance with the Bank's privacy policies, available on the Bank's website at [www.nbc.ca](http://www.nbc.ca) and at the Bank's branches.

## **27. GOVERNING LAW**

This Offer is governed and interpreted in accordance with the laws of the Province of Ontario.

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If you agree with the terms and conditions of this Offer, please accept and return a duly signed copy of this Offer to the undersigned, no than 5 p.m. on 2023-09-14. After this date, the Bank retains its right to cancel or to modify this Offer without notice.

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Yours very truly,

**NATIONAL BANK OF CANADA**

By:

Raffi Sivas

Manager – Multi-residential Financing

Nedjy Imbert

Account Officer - Multi residential financing

**ACCEPTANCE**

By signing below, you acknowledge having read this Offer, including without limitation, the authorizations regarding the collection, use and disclosure of your information, and accept all the terms and conditions and the obligations set forth in this Offer. You also agree to respect each of the terms and conditions of this Offer and to execute them. Moreover, you agree that this Offer becomes the credit agreement of a term loan secured by hypothec/mortgage that binds the parties.

- ☐ In addition, you expressly acknowledge and confirm that the Security already held by the Bank and specified in subsection 2.1 of this Offer that has been given to secure the performance of all the Borrower's obligations, direct and indirect, present and future, towards the Bank, will also secure the performance of all the Borrower's obligations towards the Bank under this Offer, including without limitation, the repayment of the Loan.

Signed at BARRIE, ON, this 4th day of August, 2023.

**Commcache Asset Management Inc**

By:



Benjamin Oakes - President.

I have authority to bind the Corporation.

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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**Guarantee**

For good and valuable consideration, the undersigned, hereinafter called the "Guarantor", guarantees the payment of all sums that the Borrower currently owes and shall in the future owe to National Bank of Canada (hereinafter called the "Bank"), in principal, interest and costs under the above Offer up to the amount set out in section 1 [OR] up to an amount equivalent to \_\_\_\_\_% of any amount owing by the Borrower to the Bank, in principal, interest and fees.

**Solidary Liability**

This Guarantee shall bind the Guarantor solidarily with the Borrower and with any other guarantor; if this Guarantee is signed by more than one person, the term "Guarantor" shall designate each of the undersigned. The Guarantor shall therefore be liable for the aggregate of the obligations of the Borrower to the Bank, not exceeding however the amount provided for in Section 1.

**Continuing Guarantee**

This guarantee is a continuing guarantee and shall subsist notwithstanding occasional repayment of the Borrower's debts and obligations in whole or in part. It guarantees all the Borrower's present and future debts and obligations to the Bank, whether direct or indirect, and regardless of their nature or whether the debts and obligations were contracted by the Borrower alone or with others. The Guarantor also undertakes to pay all expenses incurred by the Bank to collect on the Borrower's debts and obligations.

**Time of Payment**

This guarantee will oblige the Guarantor to pay any amount claimed by the Bank hereunder on demand. The Bank shall not be required in any way to exercise its recourses against the Borrower or any other person liable for the Borrower's debts and obligations, nor to realize on any security whatsoever, nor to await the results of any liquidation of property; the Guarantor therefore waives any benefit of division and discussion.

**Demand for Payment**

Any demand for payment made to the Guarantor may be mailed to the Guarantor's last address known to the Bank, and the demand shall be deemed to have been made from the day of its mailing. The amount of any demand for payment shall bear interest at the annual Prime Rate of the Bank then in effect, plus three per cent (3%).

**Scope of Guarantor's Undertaking**

This Guarantee shall be valid even if the Borrower is not a legal person or does not have legal capacity. If the Borrower is a partnership, this Guarantee shall survive notwithstanding any change in the members, the business, or purpose of the partnership. If the Borrower is a corporation, this guarantee shall survive notwithstanding any change in the constitution, business or purpose of the corporation and the amalgamation of the Borrower with any other entity. Furthermore, the Guarantor waives the right to invoke any grounds for nullity of the Borrower's debts and obligations or any excess or lack of power on the part of the persons having acted on the Borrower's behalf to incur the debts and obligations in the Borrower's name.

**Liability of Guarantor**

The liability of the Guarantor shall not be reduced or modified if, without the consent of the Guarantor, the Bank grants delays in payment to the Borrower or to any other person liable with the Borrower or on behalf of the Borrower or waives its rights against such other person including another guarantor. The Guarantor shall remain liable for the Borrower's debts and obligations even if the Borrower or any other person is released from such debts and obligations as a result of bankruptcy, a proposal, an arrangement, or for any other reason.

**Rights of the Bank**

This guarantee is in addition to and not in substitution for any other security or guarantee which the Bank holds or may hold. The Bank may apply any payment received by it and the proceeds from the realization on any security, as it deems appropriate. The Guarantor shall not be subrogated in the rights of the Bank until the Bank has received payment in full of the Borrower's debts and obligations.

**Subordination**

All debts and liabilities, present and future, of the Guarantor to the Borrower are hereby subordinated to the Borrower's debts and obligations to the Bank. Should the Guarantor nonetheless receive sums in payment of these debts, he shall hold such sums as a depository and trustee for the Bank, and shall deliver the sums to the Bank without delay. Any amount thereby received by the Guarantor will not reduce the Borrower's obligations to the Bank as long as this amount has not been paid to the Bank. Any payment to which the Guarantor may be entitled to in the absence of this subordination will have to be made in favour of the Bank by the entity making the payment (i.e., the Borrower, a trustee in bankruptcy or further to a proposal by the Borrower, a liquidator, an entity carrying out a forced disposal of the assets of the Borrower or any other person). The Guarantor undertakes to give instructions to the entity making the payment to make this payment directly to the Bank.

**Revocation**

This Guarantee shall be binding upon the Guarantor and its successors unless revoked by a written notice served on the manager of the Bank branch or to the office of the Bank where the Guarantee was delivered. This revocation shall be effective only for debts and obligations incurred by the Borrower subsequent to the date on which the notice was served. Such revocation shall have no effect with respect to debts and obligations incurred subsequent thereto if such debts and obligations arise from express or tacit agreements between the Bank and the Borrower or on its behalf before the notice of revocation. If this Guarantee is signed by several guarantors, the revocation shall apply to the Guarantor who has given notice.

**Change in Circumstances**

This Guarantee shall remain in force despite any change in the circumstances which brought the Guarantor to give such Guarantee, notwithstanding the termination of the duties of the Guarantor or the Borrower, or any change in these duties or in the relationship between the Guarantor and the Borrower.

**Successor of the Bank**

This Guarantee shall bind the Guarantor to the Bank and any successor thereof, by way of merger or otherwise. The security given to the Bank by the Guarantor shall also be valid with respect to any successor of the Bank.

**Applicable Law**

This guarantee shall be governed by and construed in accordance with the laws of the Province of Quebec. The Guarantor acknowledges the jurisdiction of the courts of that province regarding any and all aspects of this Guarantee or the remedies arising therefrom.

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SIGNED and delivered at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ .

Witness

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**GUARANTEE**  
(Canada except Quebec)

A135

**TO: NATIONAL BANK OF CANADA**

In consideration of National Bank of Canada (hereinafter referred to as the "Bank") dealing with the Borrower, the undersigned and each of them, if more than one, hereby jointly and severally, between them and with the Borrower, guarantee payment to the Bank of all debts and liabilities of the Borrower under the Offer up to an amount set out in section 1

1. This guarantee shall not be affected by the death or loss or diminution of capacity of the Borrower or of the Guarantor or by any change in the name of the Borrower or in the membership of the firm of the Borrower through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the business of the Borrower by a corporation, firm or person, or by any change whatsoever in the objects, capital structure or constitution of the Borrower, or by the Borrower or the business of the Borrower being amalgamated with a firm or corporation but shall, notwithstanding the occurrence of any such event, continue to exist and apply to the full extent as if such event has not occurred. The Guarantor agrees to monitor changes in the financial position of the Borrower and hereby releases the Bank from any liability resulting therefrom.
2. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Borrower or of the directors, partners or agents thereof, or that the Borrower may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals or credits, the whole whether known to the Bank or not. Any sum which may not be recoverable from the Guarantor under the terms of a guarantee shall be recoverable from the Guarantor as sole and principal debtor in respect thereof and shall be paid to the Bank on demand with interest and incidental charges as herein provided.
3. This guarantee shall continue and be enforceable notwithstanding any amalgamation of the Bank with any other bank(s), financial institution(s) or other corporation(s), and any further amalgamation.
4. It is further agreed that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Bank.
5. This guarantee shall bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns. Any future notice of termination shall apply only to those debts or liabilities of the Borrower incurred or arising after receipt of the notice by the Bank, but not in respect of any prior debts or liabilities, matured or not. The notice of termination shall have no effect on those debts or liabilities incurred after reception of said notice which will result from express or implied commitments made prior to receipt. This guarantee will only be terminated in the manner outlined above for the Guarantor who has submitted a notice of termination. It shall remain in effect for the full amount with respect to the other Guarantor(s) who has(have) signed below.
6. This guarantee shall not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. It is agreed that the Bank, without exonerating in whole or in part the Guarantor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take security from, and give up or release any or part of the security held, may abstain from taking, perfecting, registering or renewing security or from realizing on security, may accept compromises and otherwise deal with the Bank as it may see fit. It is further agreed that all dividends and monies received by the Bank from the Borrower or from any other person, capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be considered for all purposes as payment in gross which the Bank shall have the right to apply as it may see fit, not being bound by the law of imputation and that the Bank shall be entitled to prove against the estate of the Borrower upon any insolvency or winding-up, in respect of the whole said debts and liabilities. The Guarantor shall have no right to be subrogated to the Bank until the Bank shall have received payment in full of its claims against the Borrower with interest and costs. For greater certainty and without limitation, this guarantee will continue to apply in accordance with its terms and conditions to all present and future debts and liabilities of the Borrower howsoever created including such debts and liabilities which may have matured or been expressly terminated by operation of law or any previous contract or instrument but revived, restated or recreated in any manner whatsoever and whether or not the undersigned has executed any contract or instrument other than this guarantee. A request for execution of the undersigned and failure to obtain it shall not amount to a waiver of this continuing obligation of the undersigned.
7. If any circumstances arise necessitating the Bank to file its claim against the estate of the Borrower and to value its security, it will be entitled to place such valuation as the Bank may in its discretion see fit, and the filing of such claim and the valuation of its security shall in no way prejudice or restrict its rights against the Guarantor.
8. The Bank shall not be obliged to exhaust its recourse against the Borrower or other persons or the security it may hold before being entitled to payment from the Guarantor or any and all debts and liabilities hereby guaranteed and it shall not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
9. All indebtedness and liability, present and future, of the Borrower to the Guarantor are hereby assigned to the Bank and postponed to the present and future debts and liabilities of the Borrower to the Bank. All monies received from the Borrower or on his behalf by the Guarantor shall be held in his capacity as agent, mandatary and trustee for the Bank and shall be paid over to the Bank forthwith. This provision will remain in full force and effect, notwithstanding the termination of the guarantee pursuant to the provisions of paragraph 5 in which event it will terminate when the debts and liabilities of the Borrower to the Bank covered by this guarantee pursuant to paragraph 5 hereof have been paid in full.
10. This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and without prejudice to any other security by whomsoever given, at any time held by the Bank and the Bank shall be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon.
11. The Guarantor shall be bound by an account settled between the Bank and the Borrower and, if no such account has been settled, any account stated by the Bank shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Borrower to the Bank.

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12. The Guarantor shall make payment to the Bank for the amount of his liability forthwith after demand therefor is made in writing. Such demand shall be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at his last address known to the Bank is mailed. The liability of the Guarantor shall bear interest from the date of such demand at the rate or rates then applicable to the debts and obligations of the Borrower to the Bank.
13. This guarantee and agreement shall be valid and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been complied with. None of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of the Guarantor hereunder begins on the date of his signature on this letter of guarantee.
14. This guarantee shall be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Borrower and also upon the heirs, executors, administrators and successors of the Guarantor and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity shall not affect the other provisions hereof.
15. The Guarantor acknowledges having read and taken cognizance of this Guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained therein.
16. This Guarantee shall be construed and governed in accordance with the laws of the Province of \_\_\_\_\_ and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this Letter of Guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.

SIGNED and delivered at BARRIE, ON this 4th day of August 20 23.

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Benjamin Oakes

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## MORTGAGE SECURED TERM LOAN OFFER AND AGREEMENT

Date 2023-07-13:

### Appendix A – Loan Disbursement Prerequisites

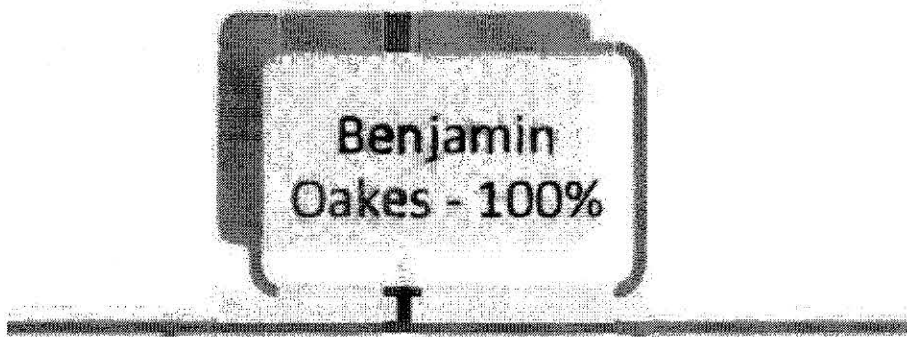
#### Ref. 2.2

- ☒ The conditions of the CMHC Certificate # 53076194 are an integral part of our authorization and a copy is given to you for this purpose.
- ☒ A copy of the proof of the CMHC Insurance Certificate issued by the CMHC in favor of the Bank, satisfactory in form and substance to the Bank.
- ☒ National Bank of Canada must receive a transmittal letter for the Phase 1 Environmental Report and the appraisal report to the attention of the National Bank of Canada.
- ☒ Home insurance including coverage for rental income of a minimum amount of \$261 995.
- ☒ Out of the disbursement, we will pay:
  - i. The Insurance premium of \$144 585;
  - ii. CMHC sales tax of \$11 566.80;
  - iii. Bank file review fees of \$10 150;
  - iv. CMHC application fees initially paid of \$2 700 will be deposited to the notary trust bank account.
- ☒ Detailed list of certified rent roll confirming a minimum annual income of \$261 995 and a solemn declaration based on leases in place.
- ☒ Receipt of the "Declaration of Use of Surplus Funds" form signed and completed by the borrower, in accordance with CMHC certification.



**Appendix B - Other Funding Conditions****Ref. 3.1**

- ☒ Annually, submit the "Declaration of Use of Surplus Funds" form signed and completed by the borrower, in accordance with the CMHC certification.
- ☒ The borrower must respect the debt service coverage ratio of at least: 1.20, to be maintained.
- ☒ **Ownership Structure Flowchart:**



This is Exhibit "G" referred to in the  
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the  
City of Montreal, in the Province of Quebec, before me at the  
City of Toronto, in the Province of Ontario,  
this 24th day of July, 2024 in accordance with  
*O. Reg. 431/20, Administering Oath or Declaration Remotely.*



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A Commissioner for taking affidavits



**NATIONAL  
BANK**

**OFFER AND CREDIT AGREEMENT  
OF A TERM LOAN SECURED  
BY HYPOTHEC/MORTGAGE**

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National Bank of Canada - 3131 West St-Martin blvd., suite 200 Laval (P.Q.) H7T 2Z5

2020 12 17

Address of branch or business centre (the "Bank")

Date (YYYY MM DD)

Name and address of the "Borrower": 52 Lacroix Inc.

3665 Maple Grove Rd

Innisfil (Ontario)

L9S 3B1

**RE:** Offer of mortgage financing

Dear Sir,

National Bank of Canada (the "Bank") is pleased to offer the Borrower mortgage financing for a maximum of \$435 000.00 (the "Loan")

with respect to the property located at 52 Lacroix St Chatham-Kent, Ontario N7M 2T6

No. Street, City, Province, Postal code

(the "Property"),

subject to the terms and conditions set out in this offer (the "Offer of Financing" or the "Offer").

This Offer shall become null and void if the Loan is not disbursed by 2021-01-25.

This Offer of financing binds the Borrower and the Bank if they accept and sign it, and will constitute the Credit Agreement of a Term Loan Secured by hypothec/mortgage.

The particulars of your financing are as follows:

**LOAN AMOUNT BREAKDOWN**

☒ Fixed-rate loan

For Portion(s) No.: 1

☐ Variable-rate loan

For Portion(s) No.: \_\_\_\_\_

Base financing amount: \$435 000.00

Additional amounts financed: \$

• Loan insurance premium (CMHC): \$

• CMHC fee: \$

Other: \$

Total Loan amount: \$435 000.00

Terms that begin with an upper-case letter shall have the meanings given to them in section 13 below.  
The Bank recommends that the parties to this Offer of Financing read section 13.

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LOAN SUMMARY				
		Portion No. 1	Portion No. 2	Portion No. 3
	<b>Loan No.</b>	<b>4118506</b>		
1.	Principal amount	<b>\$435 000.00</b>	\$	\$
2a)	Annual interest rate (Fixed-rate loan)	<b>1.70 %</b> per year calculated semi-annually and not in advance	% per year calculated semi-annually and not in advance	% per year calculated semi-annually and not in advance
	Annual interest rate (Variable-rate loan)	% per year calculated monthly and not in advance	% per year calculated monthly and not in advance	% per year calculated monthly and not in advance
2b)	Determination of interest	PR* = % (+/-) spread VIR	PR* = % (+/-) spread VIR	PR* = % (+/-) spread VIR
		* The variable interest rate (VIR) will fluctuate in accordance with changes in the Prime Rate (PR) of the Bank and will be adjusted every		
		month(s) or week(s)	month(s) or week(s)	month(s) or week(s)
		Closed term used to determine the interest rate:		
		months	months	months
	Critical rate	%	%	%
3.	Posted rate	<b>2.94%</b>	%	%
4.	Interest rate applicable while progress advances are being made	PR* = % (+/-) spread VIR	PR* = % (+/-) spread VIR	PR* = % (+/-) spread VIR
5.	Interest adjustment date	<b>2021/01/25</b> YYYY MM DD	/ / YYYY MM DD	/ / YYYY MM DD
6.	Term	<b>24</b> months (term) <input type="checkbox"/> open term <input checked="" type="checkbox"/> closed term	months (term) <input type="checkbox"/> open term <input type="checkbox"/> closed term	months (term) <input type="checkbox"/> open term <input type="checkbox"/> closed term
		The open-term loan is repayable before expiry without prepayment charge. The closed-term loan is repayable before expiry subject to a prepayment charge as specified below.		
7.	Expiry date	<b>2023/01/25</b> YYYY MM DD	/ / YYYY MM DD	/ / YYYY MM DD
8.	Payments (If the applicable rate is variable and the Borrower has not opted for the fixed payments indicated on line 9, the payment is subject to changes in accordance with subparagraph 5.4.1.1)	<b>\$1 779.66</b> Date of first payment <b>2021/02/25</b> YYYY MM DD Payment schedule <b>25<sup>th</sup></b> day Payments are to be made: <input checked="" type="checkbox"/> monthly <input type="checkbox"/> every 2 weeks <input type="checkbox"/> weekly	\$ Date of first payment / / YYYY MM DD Payment schedule day Payments are to be made: <input type="checkbox"/> monthly <input type="checkbox"/> every 2 weeks <input type="checkbox"/> weekly	\$ Date of first payment / / YYYY MM DD Payment schedule day Payments are to be made: <input type="checkbox"/> monthly <input type="checkbox"/> every 2 weeks <input type="checkbox"/> weekly
9.	Fixed payments (Variable-rate loan)	\$	\$	\$
10.	Amortization period	<b>300 months</b>	months	months
11.	Promotion (if applicable)	\$ Cashback	\$ Cashback	\$ Cashback
	Designated bank account (promotion)	Transit No.: _____ Institution No.: _____ Account No.: _____		
12.	Periodic administration fees	The lesser of 1/8 of 1% of the principal balance of the Portion or the following amount: <b>\$5.00</b>	\$	\$
13.	Payments for property taxes (at frequency indicated on line 8)	<b>\$0.00</b>	\$	\$

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Other terms - financing of prepayment charge payable for any amendments with a blended interest rate					
14.	Blended rate, amount of prepayment charge financed by the blended rate and corresponding payment amount (Fixed-rate loan)	<u>                    </u> % per year	<u>                    </u> % per year	<u>                    </u> % per year	<u>                    </u> % per year
		calculated semi-annually and not in advance	calculated semi-annually and not in advance	calculated semi-annually and not in advance	calculated semi-annually and not in advance
		\$ <u>                    </u>	\$ <u>                    </u>	\$ <u>                    </u>	\$ <u>                    </u>
		Prepayment charge	Prepayment charge	Prepayment charge	Prepayment charge
15.	Blended rate, amount of prepayment charge financed by applying the blended rate and corresponding payment amount (Variable-rate loan)	<u>                    </u> + <u>                    </u> %	<u>                    </u> + <u>                    </u> %	<u>                    </u> + <u>                    </u> %	<u>                    </u> + <u>                    </u> %
		VIR = <u>                    </u> per year	VIR = <u>                    </u> per year	VIR = <u>                    </u> per year	VIR = <u>                    </u> per year
		Blended Rate	Blended Rate	Blended Rate	Blended Rate
		calculated monthly and not in advance	calculated monthly and not in advance	calculated monthly and not in advance	calculated monthly and not in advance
		\$ <u>                    </u>	\$ <u>                    </u>	\$ <u>                    </u>	\$ <u>                    </u>
		Prepayment charge	Prepayment charge	Prepayment charge	Prepayment charge
		\$ <u>                    </u>	\$ <u>                    </u>	\$ <u>                    </u>	\$ <u>                    </u>
		Payment	Payment	Payment	Payment

**THE BORROWER AND THE BANK AGREE AS FOLLOWS:**

**1. LOAN**

**1.1 Total Loan amount**

The Bank grants to the Borrower a new credit in the form of a term loan secured by the Security described hereinbelow, up to a maximum amount of CAN\$ 435 000.00 (the "Loan"), corresponding to the total of the amounts specified on line 1 of the Summary.

**1.2 Purpose of Loan**

The Loan made by the Bank to the Borrower is to be used to finance the acquisition of the Property.

**1.3 Non-application of the Cost of Borrowing (Banks) Regulations**

The Borrower represents that the ownership, the operation and the management of the Property are considered to be an activity for which it has a reasonable expectation of profit. Consequently and based on this expectation, the Borrower represents that the Loan is granted for business purposes only as per the *Cost of Borrowing (Banks) Regulations* SOR/2001-101.

**2. FINANCING CONDITIONS**

**2.1 Security**

Unless otherwise provided, all obligations, present and future, direct and indirect, of the Borrower towards the Bank, are currently and/or shall at all times be secured by the following security and prepared on the Bank's forms, namely:

- ☐ A            ranking charge/immovable hypothec in the amount of \$            against the Property and registered in the                      (insert province name) Land Register under number            ☐ and in the Register of Personal and Movable Real Rights (RPMRR) under number            or in the personal property security registry of                      (insert province name) under number           .

If the Loan is insured by the CMHC, without limiting the provisions of such charge/immovable hypothec, you agree that (a) the language stated above "all obligations, present and future, direct and indirect, of the Borrower towards the Bank" will not apply and (b) the charge/immovable hypothec will secure all obligations, present and future, direct and indirect, of the Borrower towards the Bank arising under each Loan Agreement and related loan documents;

- ☒ A ☒ first (or) ☐            ranking charge/immovable hypothec against the property(ies) and for the sum of the amounts specified in the Information Box related to the Mortgaged Property, including a general assignment/hypothec of rents as additional security ☐ and a security/movable hypothec on all the assets physically attached or not to each property specified in the Information Box related to the Mortgaged Property and which, in Quebec, serve to run a business or pursue operations or, in Ontario, are located on, used in the operation of, or otherwise related to said property.

If the Loan is insured by the CMHC, without limiting the provisions of such charge/immovable hypothec, you agree that (a) the language stated above "all obligations, present and future, direct and indirect, of the Borrower towards the Bank" will not apply and (b) the charge/immovable hypothec will secure all obligations, present and future, direct and indirect, of the Borrower towards the Bank arising under each Loan Agreement and related loan documents;

- ☐ A ☐ first (or) ☐            ranking hypothec on/assignment of the life insurance policy of            in the amount of \$           ;



☐ A first ranking hypothec/security on all movable/personal property, corporeal and incorporeal/tangible or intangible, present and future, used for or related to the use of the immovable/real property, including, without limitation all rights in contracts, permits and licences related to this immovable/real property as well as all rights, titles and interests in insurance indemnities, proceeds, benefits or other benefits resulting from the Borrower's insurance policies on the property covered by this hypothec/security;

☒ A rider designating the Bank as the beneficiary of the proceeds of the insurance policies covering all mortgaged properties up to their full replacement value.

The Borrower shall also grant to the Bank any additional security that may be required under the certificate of insurance issued by the CMHC, where applicable.

(Hereinafter collectively, the "**Security**")

☒ A guarantee in the amount of \$435 000.00 given by Benjamin Oakes;

☐

☒ Other security: Assignment of rents

Property	52 Lacroix		
	Address		
	Chatham-Kent		Ontario
	City		Province
	N7M 2T6	Lot 8 Plan 244	\$580 000.00
	Postal code	Lot No.	Amount of the mortgage/hypothec
Other property	Address		
	City		Province
			\$
	Postal code	Lot No.	Amount of the mortgage/hypothec

(Hereinafter collectively, the "**Mortgaged Property**")

The above Security is granted to secure all present and future obligations of the Borrower under the Loan and any agreements entered into with the Bank. In the event that the Borrower applies for new credits from the Bank and that the Bank agrees, the Bank may, at its discretion, secure them by the above Security. Although the amount of the Security may exceed the amount of the Loan granted under this Offer in order to secure any new advances or loans, the Bank is under no obligation to grant an additional credit. In addition, the Security constitutes continuing and permanent security against the Mortgaged Property and this Offer of Financing does not create novation for any existing credit.

## 2.2 Conditions precedent to disbursement

Prior to the date of disbursement of the Loan or the first progressive disbursements, if applicable, the Borrower and/or any Guarantor must have provided, carried out or executed the following, to the satisfaction of the Bank:

### 2.2.1 General information

Deliver and sign any document that may reasonably be requested by the Bank in order to give full force and effect to the provisions hereof, including without limitation, the Security documents duly registered according to the rank required by the Bank.

Furnish a true copy of the constating documents of the Borrower and/or any corporate Guarantor, and any amendments thereto, as applicable.

When the Loan is granted under the National Housing Act, R.S.C. 1985, c. N-11, the requirements and conditions required under the certificate of insurance issued by the CMHC shall always be completely satisfied.

☒ Furnish proof of the Borrower's contribution of at least \$145,000.00.

Pay all fees and costs required by the Bank.

### 2.2.2 Financial information

Provide signed and dated financial statements of the following persons for the most recent fiscal year in the form as follows ☐ audited ☐ review engagement or ☒ notice to reader:

☒ the Borrower;

☐ any corporate Guarantor of the Borrower;

☐ any corporation that owns the Mortgaged Property.

☒ Provide a signed and dated personal balance sheet or statement of net worth of the following persons, and evidence of the assets, if applicable:

☐ the Borrower;

☒ any Guarantor of the Borrower;

- ☐ any person who owns the Mortgaged Property.
- ☒ Provide the most recent income tax return (provincial and federal) and corresponding notices of assessment of the following persons:
- ☐ the Borrower;
- ☒ any Guarantor of the Borrower;
- ☐ any person who owns the Mortgaged Property.

### 2.2.3 Information relating to the Mortgaged Property

Provide for each Mortgaged Property:

- ☒ a copy of the title of ownership, a recent certificate of location/land survey, a layout certificate (Quebec, if applicable) and proof of payment in full, without subrogation, of all property taxes, and land transfer taxes;
- ☒ the rent roll, duly signed and dated, which includes the following information per rental unit: the street address of the rental unit, the tenant's name, the number of square feet and/or number of rooms, the rental price, the initial date of the lease, the expiry date of the lease and all the services included in the rent (electricity, hot water, water tax, heating, parking, laundry, stove, refrigerator, dishwasher, furniture, etc.);
- ☒ a copy of the current leases and all the renewals duly accepted;
- ☒ the statement of income and expenses, duly signed and dated, for the most recent fiscal year;
- ☒ the statements of account for municipal and school taxes, as well as the proof of their payment in full, without subrogation.

The insurance policy against fire and other risks, including without limitation, protection against any disaster covering the revenue generated by any Mortgaged Property as well as breakdowns of machinery, if applicable. This policy must cover the full replacement value of the buildings located on the Mortgaged Property with the loss payable to the Bank, as mortgagee in accordance with its priority ranking, and contain the standard mortgage clauses approved by the Insurance Bureau of Canada. The policy and the standard mortgage clauses must be to the satisfaction of the Bank.

### 2.2.4 Other information

- ☒ An appraisal report addressed to the Bank on the Mortgaged Property and prepared at the expense of the Borrower by appraisers approved by the Bank, confirming a market value acceptable to the Bank.
- ☐ A phase 1 environmental site assessment addressed to the Bank for each Mortgaged Property.
- ☐ An environmental questionnaire for each Mortgaged Property duly completed on the form used at the Bank.
- ☒ A copy of the offer to purchase the Property duly accepted and signed.
- ☐ A copy of the contract for the work to be performed on the Property.
- ☐ An "All Risks" insurance policy to cover the liability of the contractor performing the work on the Property.
- ☐ Conclusive proof that the Borrower has obtained all the building permits and the zoning permissions required for the Property.
- ☐ Satisfactory evidence that the general contractor is duly certified and in good standing with the CSST and the CCQ.
- ☐ Acknowledgement of receipt of the CMHC's certificate confirming that the Loan is insured and conclusive proof demonstrating that all conditions mentioned in the certificate are complied with.
- ☐ A copy of the site layout plans confirming that the work will be done within the boundaries of the Property.
- ☐ Acknowledgement of receipt of the following documents (civil or matrimonial status proof, etc.) within \_\_\_\_\_ days of the acceptance of this Offer:

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### 3. OTHER FINANCING CONDITIONS

#### 3.1 Usual conditions

The Borrower and/or any Guarantor, as the case may be, shall deliver to the Bank, upon its request, the following documents, to the satisfaction of the Bank:

- ☒ Annually, within 180 days of the calendar year-end for an individual and within 120 days of the fiscal year-end for any other person or entity:

- ☒ The financial information specified in paragraph 2.2.2 of this Offer.

- ☒ The information relating to the Mortgaged Property specified in paragraph 2.2.3 of this Offer.

- ☒ Other conditions:

No 2nd rank will be registered on this property without obtaining National Bank of Canada authorization. No vendor's take back. National bank of Canada documents are to be signed before any disburse. Before disbursement, lawyer will provide to the bank a complete copy of the title insurance covering zoning and fire code retrofit and survey certificate. The application fees of 350.00 \$ will be deducted from the disbursement. Insurance must include protection for loss of rental income in the amount of 55,920 \$. By accepting this financing offer you acknowledged that you not be eligible for principal and interest moratorium for 12 months following the disbursement. The Client will provide a reliance letter for the appraisal giving authorization to National Bank, a updated purchase agreement under the name of 52 Lacroix Inc as a the buyer and a completed and signed F-16203 rent roll form.

#### 3.2 Additional conditions

The Borrower and/or any Guarantor, as the case may be, shall deliver to the Bank the following documents, to the satisfaction of the Bank:

- ☒ The application form for life, disability and critical illness insurance duly completed, signed and witnessed to indicate whether or not the Borrower wants to apply for such insurance offered by the Bank.
- ☒ A title insurance policy issued by a title insurance company approved by the Bank or i) a survey plan for Ontario and British Columbia; ii) a surveyor's certificate/certificate of location for Manitoba, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Quebec; or iii) a search report on the property for Alberta and Saskatchewan, prepared and certified by a qualified surveyor/land surveyor.
- ☐ If the Mortgaged Property is a strata or condominium unit, the Strata/Condominium corporation or syndicate of co-owners must be informed of the Bank's rights. The Bank must also be provided with the Strata/Condominium Plan or an Estoppel Certificate (for all provinces except Quebec).

When the Loan is granted under the *National Housing Act*, R.S.C. 1985, c. N-11, the Borrower shall provide annually to the Bank and the CMHC, if applicable, all documents required under the certificate of insurance issued by the CMHC.

If the Loan is intended for a Property purchase, the purchase price must not be less than \$580 000.00.

#### 3.3 Insured Loan and securitized programs

##### 3.3.1 Priority of the Loan over an uninsured loan

If the Loan is insured, the Loan is separate and distinct from any other loan secured by the Security. Reference to the term "Loan" includes any replacement, refinancing, renewal or modification of the Loan. The Loan will have priority over any uninsured loan secured by the Security, upon default occurring under the Security as to payment, collection, enforcement and realization.

##### 3.3.2 Securitization programs administrated by the CMHC

The Loan may be included in a national program for pooling and securitizing housing loans, under which the CMHC acts as program administrator, trustee and guarantor if timely payment of securities. As long as the Loan is included in such a program, the Bank will not, as against the loan insurer or the program administrator:

- a) Exercise its remedies resulting from the Security for any uninsured loan without discharging the Security against any persons, including the Borrower; and
- b) Exercise any available rights of consolidation, cross-collateralization or cross default that may exists in its favor.

#### 3.4 Representations and warranties of the Borrower and any Guarantor

The Borrower and any Guarantor respectively represent and warrant to the Bank that:

**3.4.1** It is a duly constituted entity, in good standing under its governing laws, and it has the powers, permits and licences required to carry on its business and to own and administer its property;

**3.4.2** There has been no material adverse change to its financial situation since the date of its last annual financial statements and/or to the other financial information submitted to the Bank. Such statements and information faithfully represented, on the date of their making, its financial situation. No material liabilities other than those already disclosed to the Bank are expected;

- 3.4.3 It has a good and marketable title with respect to all its property, including without limitation, the Mortgaged Property, which are free and clear of all prior claims, hypothecs, mortgages, charges, liens or any other similar encumbrances having priority over the rights of the Bank;
- 3.4.4 It is not party to any litigation or legal proceedings which could have a negative material impact on its financial situation or on its ability to carry on its business;
- 3.4.5 It is not in default under any contract, including those concluded with the Bank;
- 3.4.6 All taxes, assessments, income taxes or other levies payable by the Borrower or leviable on its assets have been paid when due, without subrogation in favour of a third party;
- 3.4.7 The Loan to be used for mortgage financing under the terms of this offer is intended to be used by a third party (or on his behalf) whose information is detailed in Appendix A "Information about the Third Party".  
☐ (Please tick and complete Appendix A "Information about the Third Party");

[OR]

the Loan to be used for mortgage financing under the terms of this offer is not intended to be used by a third party (or on his behalf). ☒ (Please tick).

#### 4. INTEREST

##### 4.1 Interest payments

The Borrower must pay interest on the principal of the Loan, calculated at the applicable rate of the Loan or of the Portion, until the principal is repaid in full. During the Term, the interest is payable by way of Payments, at the frequency indicated on line 8 of the Loan Summary.

Each Payment includes payment toward the loan principal amount, the accrued interest and, if applicable, a portion for the property taxes and charges and periodic administration fees.

The interest shall accrue from the date of the first disbursement of the Loan and continue to accrue and be calculated on the outstanding principal until the principal is repaid in full.

If the Loan is disbursed in whole or in part prior to the Interest Adjustment Date, the Bank may, at its sole discretion, either deduct the accrued interest from any disbursement or request that the interest be paid on a monthly basis from the date of each disbursement until the Interest Adjustment Date. On the Interest Adjustment Date, any accrued interest on the principal until that date, inclusively, is then due and payable.

The interest is calculated, not in advance, using the monthly calculation method for the Variable Rate and using the semi-annual calculation method for the Fixed Rate.

##### 4.2 Applicable interest rate

###### 4.2.1 Fixed-rate loan

The Loan bears interest at the fixed rate set out in line 2a) of the Loan Summary, both before and after the Interest Adjustment Date, until the Term expiry date, notwithstanding the occurrence of a default other than the one specified in section 17 herein or until a judgment is rendered against the Borrower.

###### 4.2.2 Variable-rate loan

The Loan bears interest at the Variable Rate until the Term expiry date and notwithstanding the occurrence of a default other than the one specified in section 17 herein or until a judgment is rendered against the Borrower. As of the disbursement date, the Variable Interest Rate applicable to the Loan corresponds to the rate indicated on line 2b) of the Loan Summary, subject to such fluctuations in the Bank's Prime Rate and the automatic adjustments to be made in accordance with line 2b) of the Loan Summary.

##### 4.3 Interest rate applicable to a Loan disbursed by way of progress advances

If the Loan is disbursed by way of progress advances, the Loan bears interest until the Interest Adjustment Date, at the rate indicated on line 4 of the Loan Summary. As of the Interest Adjustment Date, the Loan bears interest as indicated in paragraphs 4.2.1 or 4.2.2, as applicable.

##### 4.4 Due and unpaid interest

Any due and unpaid interest bears interest at the interest rate applicable to the Loan or to the Portion of the Loan to which it relates, until it is paid in full. Interest on unpaid interest is compounded using the same interest rate and at the same frequency as interest on Payments.

#### 5. PAYMENTS

##### 5.1 Determination of amounts

The Borrower must reimburse the principal and the interest due on the Loan by way of consecutive Payments as of the first Payment Date until the Term expiry date. At that time, the Borrower must repay any outstanding balance in principal, interest, fees and other amounts.

The Payments applicable to a variable-rate Portion initially correspond to the amount indicated on line 8 or 9, as the case may be, of the Loan Summary and may thereafter be modified as specified in subparagraphs 5.4.1.1 and 5.4.1.2 of this Offer, as the case may be.

The Payments applicable to a fixed-rate Portion correspond to the amount indicated on line 8 of the Loan Summary for the duration of the Term of such Portion.



**5.2 Offset not authorized**

All amounts owed under the terms and conditions of this Offer must be paid in full when due, without any possibility of offset, deduction or reduction. Even if the Bank owes an amount to the Borrower, the Borrower cannot deduct this amount from its Payments or from the amount owed at the end of the Term.

**5.3 Change of frequency upon an event of default**

If the Borrower is in default of two consecutive Payments, the Bank reserves the right to set a monthly frequency for the Borrower's payments if the frequency indicated on line 8 of the Loan Summary is shorter.

**5.4 Type of payments****5.4.1 Variable-rate loan****5.4.1.1 Variable payments**

If the Borrower chooses to repay the Loan by way of variable Payments, the amount of the first Payment corresponds to the amount indicated on line 8 of the Loan Summary. This amount is calculated using the applicable Amortization Period and the interest rate, which are respectively indicated on lines 10 and 2b) of the Loan Summary. After the first Payment, the payment amount may increase or decrease depending on the fluctuations in the Variable Interest Rate in order to ensure that the duration of the Amortization Period never changes.

**5.4.1.2 Fixed payments**

If the Borrower chooses to repay the Loan by way of fixed Payments, the amount of the Payment corresponds to the amount of the fixed Payment indicated on line 9 of the Loan Summary as long as the Variable Interest Rate does not exceed the Critical Rate.

If the Variable Interest Rate increases, the Borrower agrees that a larger portion of the fixed Payment be applied to the payment of the interest and a smaller portion to the repayment of the principal. As a result, the outstanding balance at the Term expiry date could be higher than the balance indicated on the most recent statement. Moreover, if the Variable Interest Rate reaches or exceeds the Critical Rate, the Borrower agrees that the fixed Payment be increased to ensure the Loan is repaid in full during the Amortization Period. The Bank will inform the Borrower of any increase in the fixed Payment by way of a written notice. Upon receipt of such notice, the Borrower must pay, on each Payment Date, the increased amount of the fixed Payment. If, on a Payment Date, the interest accrued on the outstanding principal exceeds the amount of the fixed Payment, the outstanding interest will bear interest at the Variable Interest Rate and will be payable on demand.

**5.4.1.3 Accelerated payments (weekly or every 2 weeks)**

If the Borrower chooses a payment frequency every 2 weeks or weekly (line 8 of the Loan Summary), the Borrower benefits from accelerated payments. Such accelerated payments pay half of a monthly payment every two weeks (every 2 weeks frequency) or the quarter of a monthly payment every week (weekly frequency).

**5.4.2 Fixed-rate loan****5.4.2.1 Fixed payments**

The fixed-rate Loan is repaid by way of fixed Payments; the amount of the Payment corresponds to the amount of the fixed Payment indicated on line 8 of Loan Summary.

**5.4.2.2 Accelerated payments (weekly or every 2 weeks)**

If the Borrower chooses a payment frequency every 2 weeks or weekly (line 8 of the Loan Summary), the Borrower benefits from accelerated payments. Such accelerated payments pay half of a monthly payment every two weeks (every 2 weeks frequency) or the quarter of a monthly payment every week (weekly frequency).

**6. VERBAL AGREEMENT FOR CERTAIN CONDITIONS REGARDING TERM LOANS**

The Borrower and the Bank may verbally agree on the following conditions: term extension, new term, applicable interest rate and payment dates. The loan would remain subject to the other applicable conditions.

The conditions may be confirmed by email or regular mail to the Borrower and Guarantor.

Neither the Bank nor the Borrower are obligated to extend the term of the loan. At the end of the term, the Borrower may repay the loan in full and the Bank may require repayment.

This provision applies to all term loans granted by the Bank to the Borrower, regardless of whether these term loans are covered by this Offer.

**7. PLACE AND TIME OF PAYMENTS**

All payments due to the Bank under this Offer must be made at the address indicated at the beginning of this Offer or at any other address the Bank may advise the Borrower of in writing.

Any payment made after 12 p.m. (noon) is deemed to be made on the following business day. All payments made to the Bank must be made in legal currency of Canada.



## 8. ALLOCATION OF PAYMENTS

Each payment is applied first to interest and costs and then to the Loan principal.

## 9. PREPAYMENT

### 9.1 Variable-rate loan

The Borrower can only benefit from the prepayment privileges specified in this subsection. These privileges are available only if the Borrower is not in default under this Offer. If the Borrower does not use this privilege in a given calendar year, the Borrower cannot carry it forward to the following years.

#### 9.1.1 Prepayment with prepayment charge

The Borrower may prepay all or part of the outstanding principal of a Portion at any time prior to the end of the Term, if the Borrower pays a prepayment charge. The amount of such prepayment charge corresponds to three months of interest calculated on the prepaid amount and at the Bank's standard interest rate in effect on the date of calculation for a variable-rate mortgage loan of the same type as the Portion.

The components used to calculate the prepayment charge include the following:

- a) The prepayment amount;
- b) The standard interest rate for a variable-rate mortgage loan on the date of calculation, which is the date of the statement provided by the Bank to the Borrower after the Borrower has advised the Bank of its intention to make a prepayment.

This standard interest rate consists of the Bank's Prime Rate plus a spread. The Bank's standard interest rate and its components effective on a given date may be obtained on the Bank's website ([www.nbc.ca](http://www.nbc.ca)) or at its business centre. This standard rate may differ from the variable rate for the Portion. The standard interest rate used for the above calculations is the rate effective on the date of the statement provided by the Bank to the Borrower after the Borrower has advised the Bank of its intention to make a prepayment.

If there is no standard interest rate announced for a term equivalent to the remaining term of the Portion, the Bank will determine the standard rate by using the average of the rates announced for the two terms closest to the remaining period of the Portion.

#### 9.1.2 Renegotiation and refinancing

If a Portion is renegotiated or refinanced during the Term, a prepayment charge may be payable.

### 9.2 Fixed-rate loan

#### 9.2.1 Prepayment (closed-term loan)

If a Portion has a closed term as indicated on line 6 of the Loan Summary, the Borrower benefits only from the prepayment privileges specified in this paragraph for that Portion. These privileges are available only if the Borrower is not in default under this Offer. If the Borrower does not use this privilege in a given calendar year, the Borrower cannot carry it forward to the following years.

##### 9.2.1.1 Prepayment with prepayment charge

The Borrower may prepay all or part of the outstanding principal of a Portion at any time before the end of the Term, if the Borrower pays an amount equal to the higher of the following two amounts:

- a) An amount equal to three months of interest calculated on the prepaid amount and at the posted rate for the Portion as described below;
- b) The sum of the following two amounts:
  - (i) one month of interest on the prepaid amount at the posted rate for the Portion, up to a maximum amount of \$500; and
  - (ii) the interest rate differential; the interest differential is the discounted value (calculated at the standard rate indicated below) of the excess of the interest which the amount prepaid would earn at the posted rate for the remaining term of the Portion over the interest which the amount prepaid would earn during the same period at the standard rate indicated below.

The standard interest rate used for the above calculations is the rate effective on the date of the statement provided by the Bank to the Borrower after the Borrower has advised the Bank of its intention to make a prepayment.

The standard interest rate and its components effective on a given date may be obtained on the Bank's website ([www.nbc.ca](http://www.nbc.ca)) or at its business centre. If there is no standard interest rate announced for a term equivalent to the remaining term of the Portion, the Bank will determine the standard rate by using the average of the rates announced for the two terms closest to the remaining period of the Portion.

##### 9.2.1.2 Term longer than 5 years

If the Borrower benefits from section 10 of the *Interest Act* (Canada), the prepayment charge payable cannot exceed the amount specified in clause 8.2.1.2a), when the Term of the Portion is longer than 5 years and the prepayment is made more than 5 years after the Interest Adjustment Date.

##### 9.2.1.3 Renegotiation and refinancing

If a Portion with a closed term is renegotiated or refinanced during the Term, a prepayment charge may be payable.

### 9.2.2 Prepayment (open-term loan)

If a Portion is an open term as indicated on line 6 of the Loan Summary, the Borrower may at any time repay all or part of the Portion without notice or prepayment charge.

## 10. RIGHT TO CONVERT THE VARIABLE INTEREST RATE TO A FIXED RATE

If the Borrower is not in default under the terms and conditions this Offer and meets the Bank's standard credit requirements, the Borrower may convert the Variable Interest Rate into a Fixed Interest Rate corresponding to the rate then applicable to mortgage loans offered by the Bank with a fixed rate and a closed term equal to or longer than the remaining Term of the Loan. However, the Term of the Loan will remain as indicated on line 6 of the Loan Summary. If necessary, the Borrower undertakes to sign an amendment agreement and to pay any file administration and processing fees that the Bank will be entitled to charge. The Borrower can only exercise this right once for each of the Portions of the Loan and, once exercised, this right is irrevocable and will apply as of the date of the next Payment until the end of the Term.

## 11. CONSTRUCTION

If the purpose of the Loan is to finance the construction or renovation of a building or other improvements, the Loan is disbursed by way of progress advances based on the progress of the work, which must be confirmed by an appraiser or another cost consultant chosen by the Bank. A minimum holdback equivalent to the percentage set out in the table below based on the province where the Property is situated, or equivalent to any other percentage determined by the Bank, as the case may be, shall be applied to each advance of the Loan, based on the conditions that the Bank deems acceptable. The total holdback will be released 5 days after the expiry of the statutory registration period following the completion of the work to register a legal hypothec, a charge, a lien or a priority against the Property, as long as no such charge or legal right has been registered or recorded against the Property.

Provinces	Holdback percentage	Duration of the holdback
Quebec/Ontario/British Columbia/Alberta/Saskatchewan/Nova Scotia/Newfoundland and Labrador	10%	<ul style="list-style-type: none"><li>• Nova Scotia and Ontario: 60 days</li><li>• British Columbia: 55 days</li><li>• Alberta: 45 days</li><li>• Saskatchewan: 40 days</li><li>• Quebec, Newfoundland and Labrador: 30 days</li></ul>
Manitoba	7.5%	<ul style="list-style-type: none"><li>• Manitoba: 40 days</li></ul>
Prince Edward Island/New Brunswick	15%	<ul style="list-style-type: none"><li>• Prince Edward Island and New Brunswick: 60 days</li></ul>

The construction or renovation must be completed at or before the Interest Adjustment Date. All amounts owed for work and materials will be paid when due, and all items and accessories related to the buildings will be incorporated before the Interest Adjustment Date.

## 12. PROPERTY TAXES

### 12.1 Payment of property taxes

At the Bank's request, the Borrower will pay, at the same time and in addition to the Payment of the Portion that it has designated, the amount indicated on line 13 of the Loan Summary which will be deposited to an account opened by the Bank for this purpose. This amount is based on the Bank's estimate of the total amount of the Property Taxes payable on the Mortgaged Property for the 12-month period following this estimate. The Bank reviews its estimate of the Mortgaged Property annually on January 1st and from time to time based on information it may receive. Payments required under this section shall be calculated on the basis of the most recent estimate made by the Bank.

### 12.2 Canada Deposit Insurance Corporation (CDIC) protection

The Canada Deposit Insurance Corporation (CDIC) is a federal Crown corporation that protects certain deposits per insured category and at financial institutions that are CDIC members. Coverage is free and automatic. You don't have to sign up. Certain deposits in Canadian currency and payable in Canada are insurable in accordance with the *Canada Deposit Insurance Corporation Act*.

For deposits in an account opened for the purpose of paying property taxes, CDIC encourages you to learn about CDIC protection by reviewing the CDIC brochure available at [www.cdic.ca/en/financial-community/cdic-display-requirements/Documents/cdic-abbreviated-brochure-en.pdf](http://www.cdic.ca/en/financial-community/cdic-display-requirements/Documents/cdic-abbreviated-brochure-en.pdf) or at your branch or business centre.

### 12.3 Use of amounts paid to the Bank

The Bank will hold the payments of the Borrower up to the amount of the Loan, in accordance with this section, as security for the performance of all the Borrower's obligations under this Offer or the Security, including the payment of the Property Taxes. Therefore, the Borrower cannot withdraw these amounts and the Bank is not bound to reimburse them to the Borrower as long as these obligations have not been executed in full. The amounts held by the Bank bear interest at the rate and in accordance with the terms and conditions published by the Bank from time to time for deposit accounts for the payment of taxes. If the Borrower is in default, the Bank may, at its discretion, offset part or all of these amounts held by the Bank by any amount the Borrower owes. However, if the Borrower is not in default when the Property Taxes are payable, the Bank will use these amounts to pay the Borrower's Property Taxes.



#### **12.4 Presenting tax statements and related documents**

The Borrower undertakes to send the Bank immediately upon receipt, all notices, invoices, statements and related documents that the Borrower receives with regard to the Property Taxes. The Bank is not bound to pay the Property Taxes if the Borrower neglected to send the Bank, prior to the due date, the notices, invoices, statements and related documents indicating that the Property Taxes are due.

#### **12.5 Insufficient funds to pay the Property Taxes**

On the date the Property Taxes are due, if the amount payable exceeds the total the Borrower has paid into the account opened for this purpose, the Borrower must immediately pay to the Bank an amount sufficient to cover the difference. If the Borrower does not do so, the Bank could (but is not bound to) pay the amounts due, thereby creating an account overdraft. This overdraft will bear interest at the interest rate applicable to the Loan or to the Portion for which payments for Property Taxes are required, if any, until the overdraft is repaid in full.

### **13. EVENTS OF DEFAULT AND RECOURSES**

#### **13.1 Default**

The Borrower is in default under this Offer in each of the following cases:

- a) If any of the amounts owed under this Offer is not paid when due;
- b) If the Mortgaged Property is sold, assigned, mortgaged or otherwise disposed of without the prior written consent of the Bank;
- c) If the Borrower and/or any Guarantor is in default of fulfilling one of its obligations under this Offer, under the Security documents or under any other document giving effect to the provisions of this Offer;
- d) If one of the statements of the Borrower and/or any Guarantor made in this Offer is false, incorrect or untrue;
- e) If the Borrower and/or any Guarantor fails to perform any of its obligations under any other binding offer or agreement with the Bank;
- f) If the Borrower and/or any Guarantor becomes insolvent, bankrupt or in the process of winding up, makes an assignment of its property for the benefit of its creditors, files a proposal or gives notice of its intention to file such proposal, is under reorganization, ceases to operate its business or if there has been any material adverse change to its financial situation;
- g) If the Borrower and/or any Guarantor changes its effective control without the prior written consent of the Bank or if the Borrower and/or any Guarantor ceases to operate its business or substantially changes the nature of its operations or business;
- h) If a Mortgaged Property is seized or is repossessed by a creditor, receiver, trustee or any person exercising similar functions;
- i) If a substantial part, in the opinion of the Bank, of the assets of the Borrower or any Guarantor is repossessed by a creditor, trustee, receiver or other third party, is subject to a notice of exercise of hypothecary recourse or to a notice of withdrawal to collect claims, or is seized;
- j) In the event that the Loan is made under the *National Housing Act*, R.S.C. 1985, c. N-11, if the Property is materially changed compared to the original building plan submitted to the Bank without the prior written consent of the Bank and the CMHC, or if the Property ceases to be used as a principal residence by its occupants or if the Property is used for commercial, professional, hotel or industrial activities.

A default under this Offer will constitute a default under the terms of the Security.

#### **13.2 Recourses**

Upon the occurrence of a default under this Offer, all principal, interest, fees and other amounts owed with respect to the Loan immediately become payable on request.

The Bank may therefore exercise, at its discretion, one or several of the following recourses:

- a) Demand the immediate payment of all amounts owed;
- b) Exercise the recourses permitted by law to recover the outstanding amounts;
- c) Exercise the rights conferred under the Security held in order to secure the Borrower's obligations under this Offer; or
- d) Exercise all other rights and recourses available under this Offer or any applicable legislation.

If the Bank decides not to exercise one or several of the rights and recourses available upon the occurrence of a default or if the Bank decides not to immediately demand that the Borrower or any Guarantor remedy this default, the Bank reserves its right to exercise these recourses at a later date, at its sole discretion.

In addition, the Borrower agrees that the Bank can demand immediate payment of a Portion or exercise the recourses provided under in this Offer without necessarily demanding the immediate payment of or exercising the recourses concerning another Portion.

### **14. DEFINITIONS**

Unless otherwise indicated, the capitalized terms below shall have the following meanings in this Offer:

- a) "**Amortization Period**" means the number of months required to repay the Loan or a Portion in full, based on the frequency, the amount of the Payments and the interest rate set out in this Offer. The Amortization Period is

indicated for information purposes on line 10 of the Loan Summary and its duration may change if the repayment terms and conditions of the Loan or a Portion are amended during the Term;

- b) **"CMHC"** means the Canada Mortgage and Housing Corporation;
- c) **"Critical Rate"** means the rate indicated on line 2b) of the Loan Summary, if applicable to the Loan, beyond which the fixed Payment indicated on line 9 is no longer sufficient to cover the interest due on the principal of the Loan;
- d) **"Fixed Interest Rate"** or **"Fixed Rate"** means the interest rate applicable to a fixed-rate Loan for which the formula is indicated on line 2a) of the Loan Summary;
- e) **"Guarantor"** means, unless otherwise intended in this Offer, any individuals, corporations, partnerships as well as any other type of entity that grant or have previously granted a guarantee in favour of the Bank;
- f) **"Information Box related to the Mortgaged Property"** refers to the table summarizing the properties taken as security by the Bank pursuant to subsection 2.1 of this Offer;
- g) **"Interest Adjustment Date"** means the date on which the Term begins, as indicated on line 5 of the Loan Summary. However, if the Loan is insured by the CMHC, the Interest Adjustment Date must be no later than two months after the first of the following events:
  - 1) The date of the final Loan disbursement; or
  - 2) The date on which most of the construction, renovation, repair, restoration, transformation and improvement work of the Property is completed;
- h) **"Loan Agreement"** means, collectively, any contract, offer, or other document relating to an offer of financing between the Bank and the Borrower, as amended, modified, replaced, and/or extended from time to time.
- i) **"Loan Summary"** refers to the table provided on page 2 of this Offer, which sets out the main terms and conditions of the Loan;
- j) **"Mortgaged Property"** means all the properties taken as security by the Bank and described in the Information Box related to the Mortgaged Property;
- k) **"Offer"** or **"Offer of Financing"** means this Offer and credit agreement of a term loan secured by hypothec/mortgage and its appendices, as amended, supplemented or renewed from time to time;
- l) **"Payment"** means the amount of principal and interest that must be paid at the frequency agreed upon in order to reimburse the Loan in accordance with the terms and conditions set out herein, as indicated on line 8 of the Loan Summary;
- m) **"Payment Date"** means each date on which a Payment is due under line 8 of the Loan Summary;
- n) **"Portion"** means a portion of the Loan that has its own interest rate, term, repayment and amortization terms and conditions, if applicable;
- o) **"Prime Rate"** or **"PR"** means the variable annual interest rate that the Bank publishes from time to time and uses to determine the interest rates applicable to its Canadian dollar loans in Canada and which is available on the website [www.nbc.ca](http://www.nbc.ca);
- p) **"Property Taxes"** means all taxes and other property expenses payable in respect of the Loan and the Mortgaged Property or incurred following a transaction between the Borrower and the Bank, excluding the income tax payable by the Bank;
- q) **"Property"** refers to the property of the Borrower described on the first page of this Offer and for which the financing is offered;
- r) **"Security"** means any security granted by the Borrower or a Guarantor in favour of the Bank pursuant to subsection 2.1 of this Offer and to any amendments;
- s) **"Term"** means the period for which the repayment terms and conditions of the Loan or the applicable Portion have been established based on the Amortization Period of the Loan and the applicable interest rate, and at the end of which the balance of the Loan, in principal, interest, fees and other amounts, is payable;
- t) **"Variable Interest Rate"** or **"Variable Rate"** or **"VIR"** means the interest rate applicable to a variable-rate Loan for which the formula is indicated on line 2b) of the Loan Summary.

#### 15. LIABILITY OF THE BORROWERS

If more than one person is designated as Borrower, each of these persons is solidarily liable (Quebec only) or jointly and severally liable (Canada except Quebec) for the obligations of the Borrower under this Offer.

#### 16. LEGAL ADVISOR

Upon acceptance of this Offer, the Borrower will provide the Bank with the name and address of its legal advisor who will prepare the Security. The Borrower's legal advisor must deliver to the Bank a copy of its professional liability insurance policy in an amount at least equal to the higher of the amount of the Loan or the Security, and must maintain that coverage for the entire term of the Loan and its renewals, if any.

Notwithstanding the foregoing, the Bank reserves the right under all circumstances to request that the Borrower retains a solicitor/notary (Quebec only) approved by the Bank at the Borrower's expense. For the province of British Columbia only, the Bank may allow the Borrower to use a notary public unless the Loan has more than one Portion. In such case, a solicitor must complete all legal documentation.

#### 17. INCREASED RISK, CANCELLATION AND FORCE MAJEURE

Should a material change, deemed unfavourable by the Bank, occur in the (i) level of inherent risk in the financing, (ii) the financial situation of the Borrower or any guarantor, (iii) the value of the property given as security to the Bank by the



Borrower or any guarantor or the value of their business, (iv) the rank of the security granted in favour of the Bank, or (v) the Borrower's capacity to meet its obligations to the Bank, pursuant to the law or the terms and conditions of any contract deemed material by the Bank, the Bank reserves the right to cancel the Loan at its sole discretion and demand repayment of any amount already disbursed in this respect and, at expiry, to refuse to renew.

The Bank will not be bound by this Offer nor liable for the damages or losses arising from the non-performance of its obligations under this Offer in the case of force majeure.

## **18. AMENDMENTS, RENEWALS AND EXTENSIONS**

The Loan or each Portion may, from time to time and at the Bank's discretion, be renewed, extended or amended by way of a written offer. Furthermore, in anticipation of the end of the Term, the Borrower and/or any Guarantor, if applicable, have the responsibility to update and transmit to the Bank, at least 60 days prior the end of the Term (the "prescribed period"), all documents and information indicated in paragraphs 2.2.2 and 2.2.3, in addition to any other document or information deemed necessary by the Bank for such renewal, extension or amendment in writing at least 30 days prior to the beginning of the prescribed period. Should the Borrower fail to provide any of the requested documents or information to the Bank in said prescribed period, as of the end of the Term and until the Borrower has provided all the required documents or information to the Bank and an offer is issued and duly accepted in writing by the Borrower, the following conditions may apply, at the discretion of the Bank, provided that the Borrower is not otherwise in default hereunder and that all payments (in principal and interest) due have been paid in full at the end of the Term:

- (i) The Loan or the Portion is automatically renewed for a single six-month open term bearing interest at the interest rate applicable for fixed-rate mortgage loans with a six-month open term in effect at the Bank on the Term expiry date; and
- (ii) The Borrower has the obligation to make blended periodic payments of principal and interest established by the Bank based on the interest rate specified in paragraph (i) of this section and the residual amortization period of the Loan or the Portion at the payment frequency in effect prior to the expiry.
- (iii) Except if the Bank has issued an offer to renew, extend or amend the Loan or a Portion duly accepted in writing by the Borrower, as of the end of the six-month open term mentioned in paragraph (i) hereinabove, the Loan or the Portion shall be repaid in full, in principal, interest, costs and other amounts, without further notice.

Furthermore, should the Borrower fail to accept the offer of renewal, extension or amendments prior the end of the Term of the Loan or the Portion referred to in the offer, the Loan or the Portion may be renewed, at the Bank's discretion, for only one six-month term at the same conditions as those indicated in the previous paragraphs.

The Bank may, at its discretion and without being obligated to do so, waive its right to invoke any default of the Borrower hereunder to enable the application of this section.

The Borrower cannot, without the prior written consent of the Bank, substitute a third party to the rights of the Bank under the Security or this Loan. Finally, for the purposes of this section, the term enures to the exclusive benefit of the Bank.

## **19. ASSIGNMENT**

The Bank may, from time to time and without the consent of the Borrower, assign to any other person, the amounts owed under the Loan, with or without the benefit of the rights provided for under this Offer and the Security. However, the Borrower may not assign its rights under this Offer without obtaining the prior written consent of the Bank. This Offer binds the Bank's successors and assigns as well as the Borrower's heirs, legal representatives, successors and assigns.

## **20. PROMOTIONS**

### **20.1 Cashback**

If the Borrower benefits from a cashback promotion, the amount of the cashback is indicated on line 11 of the Loan Summary. This amount will be deposited on the Loan disbursement date in the bank account designated by the Borrower for this purpose.

### **20.2 Repayment of the promotion**

Any promotion the Borrower may benefit from is conditional on the Loan being maintained for the entire Term. Consequently, if the Loan is repaid in full, refinanced or renewed before the Term expiry date for whatever reason (including if the repayment is based on an event of default under this Offer), the Borrower must reimburse to the Bank a portion of the cashback it received or the interest savings from which it has benefited in proportion to the Term still remaining. This reimbursement is in addition to any prepayment charge or any applicable fees. The Bank may capitalize the amount thus owing prior to the payment in full, refinancing or renewal before the expiry of the Loan.

## **21. CONFLICT**

In the event of a conflict between the provisions of this Offer and those of the Security or any other document concerning the Loan, the provisions in this Offer will prevail.

## **22. SEVERABILITY**

If a provision of this Offer is declared null or invalid by a competent court, this will not affect any of the other provisions in this Offer which will remain in full force and effect.



## 23. FEES AND EXPENSES

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### 23.1 File study fee

A non-refundable study fee of **\$350.00** is payable by the Borrower and will be collected directly from the Borrower's bank account upon acceptance of this Offer.

### 23.2 Appraisal fee

A fee of \$\_\_\_\_\_ will be collected by the Bank for the appraisal of any Mortgaged Property for which the Bank requires an appraisal in accordance with paragraph 2.2.4.

### 23.3 Inspection fee

A fee of \$\_\_\_\_\_ will be collected by the Bank for the inspection of any Mortgaged Property for which the Bank finances the construction, improvements or renovation costs.

### 23.4 Late delivery fees

In the event of a late delivery of the financial information set out in paragraph 2.2.2 of this Offer or the information relating to the Mortgaged Property taken as security by the Bank as set out in paragraph 2.2.3 of this Offer, monthly fees of **\$50.00** will be collected by the Bank as of the 181st day of the calendar year-end for an individual and as of the 121st day of the fiscal year-end for any other person or entity.

### 23.5 Monitoring fees

In the event that the Loan or a Portion is expired and is not repaid or renewed, a monthly monitoring fee of **\$50.00** will be collected from the Borrower as of the Term expiry date, until the Borrower (i) has provided all the required documents and signed the renewal offer or (ii) has repaid in full the Loan or the Portion, in principal, interest, costs and other amounts.

### 23.6 Periodic administration fees

On each Payment Date, the Borrower must pay to the Bank a periodic administration fee then in effect, which corresponds to the lesser of the two following amounts: the amount indicated on line 12 of the Loan Summary or 1/8 of 1% of the principal balance of the Loan on the concerned Payment Date.

### 23.7 Default charges

If the Borrower is in default under this Offer, the Borrower agrees to pay all costs and expenses that the Bank may incur to recover any unpaid amount and to exercise its rights and recourses. The Borrower also agrees to pay the fees for processing a refused payment (see subsection 22.7).

### 23.8 Other fees

The Borrower may have to pay other fees related to the Loan, including those for the following operations:

- Request to change the Payment frequency;
- Request to reprint a previously issued statement;
- Process a notice of sale for unpaid Property Taxes;
- Request to change the type of Payment (variable rate loan only);
- Transfer the Loan to another financial institution (except Quebec);
- Examine documents and produce resolutions/powers of attorney for discharges (except Alberta and Quebec);
- Prepare and register a discharge (Ontario only).

The amount of these fees may be obtained on the Bank's website [www.nbc.ca](http://www.nbc.ca) or at its business centre.

Finally, fees may be payable to the Bank for certain optional services that the Borrower may subscribe to. Applicable fees and conditions under which these services may be cancelled will be provided when the Borrower signs up for these services.

### 23.9 Modification of fees

The Bank can modify the amounts of the applicable fees by giving the Borrower 30 days' notice. The Borrower agrees to pay these fees based on the fees in effect at the time of payment.

### 23.10 Fees and charges

All fees and charges in connection with this Offer are payable by the Borrower, including without limitation professional (including the notary/solicitor fees for the preparation of the documentation related to this Offer), auditing asset, inspection, title insurance, and survey fees, as well as the fees required to register the Security, whether the Loan is disbursed or not.

## 24. PRE-AUTHORIZED DEBIT

By signing this Offer, the Borrower expressly authorizes the Bank to debit the designated bank account indicated below for the payments due and all the fees related to the Loan specified in this Offer. If the debit amount is fixed, the Bank will notify the Borrower of the amount 10 days before the date of the first debit. The Borrower waives this 10-day notice if the debit is variable or if the Borrower gives any other instructions in order to modify the terms and conditions of the Loan.

Account No.	Transit No.	Financial institution No.	Name and address of financial institution
5252668	01822	004	TD CANADA TRUST 60 MAPLEVIEW DR W BARRE ON

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The Borrower can cancel this authorization at any time by giving 30 days' written notice. The Borrower can visit a National Bank branch, contact a specialized TelNat representative at 1-888-483-5628 or visit [www.cdnpay.ca](http://www.cdnpay.ca) to obtain a cancellation form or any information on its right to cancel a pre-authorized debit.

The Borrower has certain recourse rights if any debit does not comply with this authorization. For example, the Borrower has the right to receive reimbursement if a debit is not authorized or is not consistent with the authorization. To obtain more information on such recourse rights, the Borrower can contact the Bank in the manner indicated above or visit [www.cdnpay.ca](http://www.cdnpay.ca).

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**25. COUNTERPARTS**

This Offer may be executed in several counterparts, and each of the parties may sign a different counterpart. All such counterparts taken together constitute one and the same document. The electronic transmission (by fax, by scanned attachment to an email or by any other medium, technology, record or computer system chosen by the Bank) of this Offer signed by the Borrower or the guarantor (including by electronic signature) has the same effect as if the Borrower or guarantor had manually delivered to the Bank a copy of this Offer signed by it. Such electronic counterparts are deemed to be originals.

**26. COLLECTION, USE AND DISCLOSURE OF INFORMATION**

The Borrower and each of the persons signing this Offer authorize the Bank to collect and use all information and material pertaining to them or their property the Bank has or may have obtained for the purposes of granting credit or insurance (where permitted by law) or for loan default insurance or regulatory purposes, and further authorize the Bank to disclose, exchange or transfer such information and materials, without notice to or consent of the Borrower or the other persons signing this Offer, to:

- a) affiliated companies and subsidiaries of the Bank;
- b) any person having or proposing to acquire any interest in all or any part of the Loan or insurance granted by the Bank from time to time pursuant to this Offer (including their respective advisors, agents, lawyers, accountants, consultants, appraisers, credit verification sources, custodians, credit rating agencies, servicers or other securitization participants);
- c) a loan default insurer, if applicable;
- d) the CMHC, as the program administrator of a national program for pooling and securitizing housing loans, if applicable;
- e) any governmental authority having regulatory jurisdiction over the Bank or any of its activities; and
- f) any other person in connection with any collection or enforcement proceedings taken under or in respect of credit or insurance granted by the Bank from time to time pursuant to this Offer.

Furthermore, the Borrower and each of the persons signing this Offer authorize the Bank to obtain and collect information from time to time pertaining to them or their property from any person likely to have such information (credit reporting and assessment agencies, financial institutions, creditors, employers, taxation authorities, public organizations and registries, persons with whom they have a business relationship and the Bank's affiliated companies and subsidiaries) for the purpose of verifying the accuracy of information provided to the Bank from time to time and to ensure the solvency of the Borrower and all persons signing this Offer, and to disclose, exchange, or transfer such information, without notice to or consent of the Borrower or the other persons signing this Offer, to those persons identified in the above paragraphs a) through f).

The Bank may also use and disclose all such information and materials as described above in accordance with the Bank's privacy policies, available on the Bank's website at [www.nbc.ca](http://www.nbc.ca) and at the Bank's branches.

**27. GOVERNING LAW**

This Offer is governed and interpreted in accordance with the laws of the Province of ONTARIO.

If you agree with the terms and conditions of this Offer, please accept and return a duly signed copy of this Offer to the undersigned, no than 5 p.m. on 2021-01-25. After this date, the Bank retains its right to cancel or to modify this Offer without notice.

Yours very truly,

**NATIONAL BANK OF CANADA**

By: 

Perry Dorsainville

Manager – Multi-residential Financing

**ACCEPTANCE**

By signing below, you acknowledge having read this Offer, including without limitation, the authorizations regarding the collection, use and disclosure of your information, and accept all the terms and conditions and the obligations set forth in this Offer. You also agree to respect each of the terms and conditions of this Offer and to execute them. Moreover, you agree that this Offer becomes the credit agreement of a term loan secured by hypothec/mortgage that binds the parties.

- ☐ In addition, you expressly acknowledge and confirm that the Security already held by the Bank and specified in subsection 2.1 of this Offer that has been given to secure the performance of all the Borrower's obligations, direct and indirect, present and future, towards the Bank, will also secure the performance of all the Borrower's obligations towards the Bank under this Offer, including without limitation, the repayment of the Loan.

Signed at BARRIE ON, this 30 day of DEC 2020.

52 Lacroix Inc.

By:   
BENJAMIN OAKES

By: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_



## **GUARANTEE** (Quebec only)

### **Guarantee**

For good and valuable consideration, the undersigned, hereinafter called the "Guarantor", guarantees the payment of all sums that the Borrower currently owes and shall in the future owe to National Bank of Canada (hereinafter called the "Bank"), in principal, interest and costs under the above Offer up to the amount set out in section 1 [OR] up to an amount equivalent to \_\_\_\_\_% of any amount owing by the Borrower to the Bank, in principal, interest and fees.

### **Solidary Liability**

This Guarantee shall bind the Guarantor solidarily with the Borrower and with any other guarantor; if this Guarantee is signed by more than one person, the term "Guarantor" shall designate each of the undersigned. The Guarantor shall therefore be liable for the aggregate of the obligations of the Borrower to the Bank, not exceeding however the amount provided for in Section 1.

### **Continuing Guarantee**

This guarantee is a continuing guarantee and shall subsist notwithstanding occasional repayment of the Borrower's debts and obligations in whole or in part. It guarantees all the Borrower's present and future debts and obligations to the Bank, whether direct or indirect, and regardless of their nature or whether the debts and obligations were contracted by the Borrower alone or with others. The Guarantor also undertakes to pay all expenses incurred by the Bank to collect on the Borrower's debts and obligations.

### **Time of Payment**

This guarantee will oblige the Guarantor to pay any amount claimed by the Bank hereunder on demand. The Bank shall not be required in any way to exercise its recourses against the Borrower or any other person liable for the Borrower's debts and obligations, nor to realize on any security whatsoever, nor to await the results of any liquidation of property; the Guarantor therefore waives any benefit of division and discussion.

### **Demand for Payment**

Any demand for payment made to the Guarantor may be mailed to the Guarantor's last address known to the Bank, and the demand shall be deemed to have been made from the day of its mailing. The amount of any demand for payment shall bear interest at the annual Prime Rate of the Bank then in effect, plus three per cent (3%).

### **Scope of Guarantor's Undertaking**

This Guarantee shall be valid even if the Borrower is not a legal person or does not have legal capacity. If the Borrower is a partnership, this Guarantee shall survive notwithstanding any change in the members, the business, or purpose of the partnership. If the Borrower is a corporation, this guarantee shall survive notwithstanding any change in the constitution, business or purpose of the corporation and the amalgamation of the Borrower with any other entity. Furthermore, the Guarantor waives the right to invoke any grounds for nullity of the Borrower's debts and obligations or any excess or lack of power on the part of the persons having acted on the Borrower's behalf to incur the debts and obligations in the Borrower's name.

### **Liability of Guarantor**

The liability of the Guarantor shall not be reduced or modified if, without the consent of the Guarantor, the Bank grants delays in payment to the Borrower or to any other person liable with the Borrower or on behalf of the Borrower or waives its rights against such other person including another guarantor. The Guarantor shall remain liable for the Borrower's debts and obligations even if the Borrower or any other person is released from such debts and obligations as a result of bankruptcy, a proposal, an arrangement, or for any other reason.

### **Rights of the Bank**

This guarantee is in addition to and not in substitution for any other security or guarantee which the Bank holds or may hold. The Bank may apply any payment received by it and the proceeds from the realization on any security, as it deems appropriate. The Guarantor shall not be subrogated in the rights of the Bank until the Bank has received payment in full of the Borrower's debts and obligations.

### **Subordination**

All debts and liabilities, present and future, of the Guarantor to the Borrower are hereby subordinated to the Borrower's debts and obligations to the Bank. Should the Guarantor nonetheless receive sums in payment of these debts, he shall hold such sums as a depository and trustee for the Bank, and shall deliver the sums to the Bank without delay. Any amount thereby received by the Guarantor will not reduce the Borrower's obligations to the Bank as long as this amount has not been paid to the Bank.

Any payment to which the Guarantor may be entitled to in the absence of this subordination will have to be made in favour of the Bank by the entity making the payment (i.e., the Borrower, a trustee in bankruptcy or further to a proposal by the Borrower, a liquidator, an entity carrying out a forced disposal of the assets of the Borrower or any other person). The Guarantor undertakes to give instructions to the entity making the payment to make this payment directly to the Bank.

### **Revocation**

This Guarantee shall be binding upon the Guarantor and its successors unless revoked by a written notice served on the manager of the Bank branch or to the office of the Bank where the Guarantee was delivered. This revocation shall be effective only for debts and obligations incurred by the Borrower subsequent to the date on which the notice was served. Such revocation shall have no effect with respect to debts and obligations incurred subsequent thereto if such debts and obligations arise from express or tacit agreements between the Bank and the Borrower or on its behalf before the notice of revocation. If this Guarantee is signed by several guarantors, the revocation shall apply to the Guarantor who has given notice.

### **Change in Circumstances**

This Guarantee shall remain in force despite any change in the circumstances which brought the Guarantor to give such Guarantee, notwithstanding the termination of the duties of the Guarantor or the Borrower, or any change in these duties or in the relationship between the Guarantor and the Borrower.

### **Successor of the Bank**

This Guarantee shall bind the Guarantor to the Bank and any successor thereof, by way of merger or otherwise. The security given to the Bank by the Guarantor shall also be valid with respect to any successor of the Bank.

### **Applicable Law**

This guarantee shall be governed by and construed in accordance with the laws of the Province of Quebec. The Guarantor acknowledges the jurisdiction of the courts of that province regarding any and all aspects of this Guarantee or the remedies arising therefrom.



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SIGNED and delivered at _____ this _____ day of _____ 20____.	
Witness	
Witness	
Witness	
Witness	
Witness	
Witness	

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**GUARANTEE**  
(Canada except Quebec)

**TO: NATIONAL BANK OF CANADA**

In consideration of National Bank of Canada (hereinafter referred to as the "Bank") dealing with the Borrower, the undersigned and each of them, if more than one, hereby jointly and severally, between them and with the Borrower, guarantee payment to the Bank of all debts and liabilities of the Borrower under the Offer up to an amount set out in section 1

1. This guarantee shall not be affected by the death or loss or diminution of capacity of the Borrower or of the Guarantor or by any change in the name of the Borrower or in the membership of the firm of the Borrower through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the business of the Borrower by a corporation, firm or person, or by any change whatsoever in the objects, capital structure or constitution of the Borrower, or by the Borrower or the business of the Borrower being amalgamated with a firm or corporation but shall, notwithstanding the occurrence of any such event, continue to exist and apply to the full extent as if such event has not occurred. The Guarantor agrees to monitor changes in the financial position of the Borrower and hereby releases the Bank from any liability resulting therefrom.
2. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Borrower or of the directors, partners or agents thereof, or that the Borrower may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals or credits, the whole whether known to the Bank or not. Any sum which may not be recoverable from the Guarantor under the terms of a guarantee shall be recoverable from the Guarantor as sole and principal debtor in respect thereof and shall be paid to the Bank on demand with interest and incidental charges as herein provided.
3. This guarantee shall continue and be enforceable notwithstanding any amalgamation of the Bank with any other bank(s), financial institution(s) or other corporation(s), and any further amalgamation.
4. It is further agreed that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Bank.
5. This guarantee shall bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns. Any future notice of termination shall apply only to those debts or liabilities of the Borrower incurred or arising after receipt of the notice by the Bank, but not in respect of any prior debts or liabilities, matured or not. The notice of termination shall have no effect on those debts or liabilities incurred after reception of said notice which will result from express or implied commitments made prior to receipt. This guarantee will only be terminated in the manner outlined above for the Guarantor who has submitted a notice of termination. It shall remain in effect for the full amount with respect to the other Guarantor(s) who has(have) signed below.
6. This guarantee shall not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. It is agreed that the Bank, without exonerating in whole or in part the Guarantor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take security from, and give up or release any or part of the security held, may abstain from taking, perfecting, registering or renewing security or from realizing on security, may accept compromises and otherwise deal with the Bank as it may see fit. It is further agreed that all dividends and monies received by the Bank from the Borrower or from any other person, capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be considered for all purposes as payment in gross which the Bank shall have the right to apply as it may see fit, not being bound by the law of imputation and that the Bank shall be entitled to prove against the estate of the Borrower upon any insolvency or winding-up, in respect of the whole said debts and liabilities. The Guarantor shall have no right to be subrogated to the Bank until the Bank shall have received payment in full of its claims against the Borrower with interest and costs. For greater certainty and without limitation, this guarantee will continue to apply in accordance with its terms and conditions to all present and future debts and liabilities of the Borrower howsoever created including such debts and liabilities which may have matured or been expressly terminated by operation of law or any previous contract or instrument but revived, restated or recreated in any manner whatsoever and whether or not the undersigned has executed any contract or instrument other than this guarantee. A request for execution of the undersigned and failure to obtain it shall not amount to a waiver of this continuing obligation of the undersigned.
7. If any circumstances arise necessitating the Bank to file its claim against the estate of the Borrower and to value its security, it will be entitled to place such valuation as the Bank may in its discretion see fit, and the filing of such claim and the valuation of its security shall in no way prejudice or restrict its rights against the Guarantor.
8. The Bank shall not be obliged to exhaust its recourse against the Borrower or other persons or the security it may hold before being entitled to payment from the Guarantor or any and all debts and liabilities hereby guaranteed and it shall not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
9. All indebtedness and liability, present and future, of the Borrower to the Guarantor are hereby assigned to the Bank and postponed to the present and future debts and liabilities of the Borrower to the Bank. All monies received from the Borrower or on his behalf by the Guarantor shall be held in his capacity as agent, mandatary and trustee for the Bank and shall be paid over to the Bank forthwith. This provision will remain in full force and effect, notwithstanding the termination of the guarantee pursuant to the provisions of paragraph 5 in which event it will terminate when the debts and liabilities of the Borrower to the Bank covered by this guarantee pursuant to paragraph 5 hereof have been paid in full.
10. This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and without prejudice to any other security by whomsoever given, at any time held by the Bank and the Bank shall be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have a claim upon.
11. The Guarantor shall be bound by an account settled between the Bank and the Borrower and, if no such account has been settled, any account stated by the Bank shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Borrower to the Bank.



12. The Guarantor shall make payment to the Bank for the amount of his liability forthwith after demand therefor is made in writing. Such demand shall be deemed to have been made when a postage-paid envelope containing it addressed to the Guarantor at his last address known to the Bank is mailed. The liability of the Guarantor shall bear interest from the date of such demand at the rate or rates then applicable to the debts and obligations of the Borrower to the Bank.
13. This guarantee and agreement shall be valid and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been complied with. None of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of the Guarantor hereunder begins on the date of his signature on this letter of guarantee.
14. This guarantee shall be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Borrower and also upon the heirs, executors, administrators and successors of the Guarantor and will extend to and enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity shall not affect the other provisions hereof.
15. The Guarantor acknowledges having read and taken cognizance of this Guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained therein.
16. This Guarantee shall be construed and governed in accordance with the laws of the Province of ONTARIO and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this Letter of Guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.

SIGNED and delivered at BARRIE ON this 30 day of Dec 2020.

Witness

BENJAMIN OAKES

Witness

Witness

Witness

Witness

Witness

This is Exhibit "H" referred to in the  
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the  
City of Montreal, in the Province of Quebec, before me at the  
City of Toronto, in the Province of Ontario,  
this 24th day of July, 2024 in accordance with  
*O. Reg. 431/20, Administering Oath or Declaration Remotely.*



---

A Commissioner for taking affidavits



Properties

PIN02135 - 0217    LT    Interest/Estate    Fee Simple

DescriptionLT 60, BLK B PLAN 3SA CITY OF SUDBURY

Address45 HARTMAN AVENUE  
SUDBURY

Chargor(s)

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

NameCOMMCACHE ASSET MANAGEMENT INC.

Address for Service3665 Maple Grove Road,  
Innisfil, Ontario  
L9S 3B1

I, Benjamin Oakes, have the authority to bind the corporation.  
This document is not authorized under Power of Attorney by this party.

Chargee(s)CapacityShare

NameNATIONAL BANK OF CANADA

Address for Service920 St. Joseph Blvd., Suite 200  
Gatineau, QC  
J8Z 1S9

Provisions

Principal\$2,100,000.00CurrencyCDN

Calculation Period

Balance Due DateOn demand

Interest Rate25% per annum

Payments

Interest Adjustment Date

Payment Date

First Payment Date

Last Payment Date

Standard Charge Terms201815

Insurance AmountFull insurable value

Guarantor

Additional Provisions

The Chargor confirms that there is no secondary financing (eg. vendor's take back) and that no second-ranking mortgage will be registered on the Property without the Chargee's prior written consent.

This Charge/Mortgage is granted pursuant to the terms of that certain Offer and Credit Agreement dated as of 2021/05/18, as amended or supplemented from time to time (the Credit Agreement).

Signed By

Simon Christopher Esson Ashby100 Queen Street Suite 1100    acting for    Signed    2021 06 22  
Ottawa  
K1P 1J9    Chargor(s)

Tel613-237-5160

Fax613-230-8842

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

Submitted By

BORDEN LADNER GERVAIS LLP100 Queen Street Suite 1100    2021 06 22  
Ottawa  
K1P 1J9

Tel613-237-5160

Fax613-230-8842

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Fees/Taxes/Payment	
Statutory Registration Fee	\$65.30
Total Paid	\$65.30

File Number	
Chargor Client File Number :	402508-216 (SA/EAW)

Properties

PIN00927 - 0470    LT    Interest/Estate    Fee Simple

DescriptionLOTS 5 AND 6, PART LOTS 9, 10 PLAN 104, PART PARK LOT 2 PLAN 105, DESIGNATED AS PART 1, 24R 5838; BLENHEIM

Address199 215 JOHN STREET EAST  
BLENHEIM

Chargor(s)

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

NameCOMMCACHE ASSET MANAGEMENT INC.

Address for Service3665 Maple Grove Rd,  
Innisfil, Ontario, L9S 3B1

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

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

Chargee(s)CapacityShare

NameNATIONAL BANK OF CANADA

Address for Service920 Saint-Joseph Blvd., Suite 200  
Gatineau, QC J8Z 1S9

Provisions

Principal\$1,818,000.00    CurrencyCDN

Calculation Period

Balance Due DateOn Demand

Interest Rate25% per annum

Payments

Interest Adjustment Date

Payment Date

First Payment Date

Last Payment Date

Standard Charge Terms201815

Insurance AmountFull insurable value

Guarantor

Additional Provisions

The Chargor confirms that there is no secondary financing (eg. vendor's take back) and that no second-ranking mortgage will be registered on the Property without the Chargee's prior written consent.

This Charge/Mortgage is granted pursuant to the terms of that certain Offer and Credit Agreement dated as of February 1, 2022, as amended or supplemented from time to time (the "Credit Agreement").

Signed By

Charles Laurent Robert    100 Queen Street Suite 1100    acting for    Signed    2022 03 04  
Ottawa    Chargor(s)

K1P 1J9

Tel613-237-5160

Fax613-230-8842

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

Submitted By

BORDEN LADNER GERVAIS LLP    100 Queen Street Suite 1100    2022 03 04  
Ottawa

K1P 1J9

Tel613-237-5160

Fax613-230-8842

Fees/Taxes/Payment	
Statutory Registration Fee	\$66.30
Total Paid	\$66.30

File Number	
Chargee Client File Number :	402508-000260 (SA/VF)



Properties

PIN02131 - 0156LTInterest/EstateFee Simple

DescriptionLTS 161 TO 163 PLAN 18SB CITY OF SUDBURY

Address220 KING STREET  
SUDBURY

Chargor(s)

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

NameCOMMCACHE ASSET MANAGEMENT INC.

Address for Service3665 Maple Grove Road  
Innisfil, Ontario  
L9S 3B1

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

Chargee(s)CapacityShare

NameNATIONAL BANK OF CANADA

Address for Service920 St. Joseph Blvd., Suite 200  
Gatineau, QC  
J8Z 1S9

Statements

Schedule: See Schedules

Provisions

Principal\$2,460,000.00CurrencyCDN

Calculation Period

Balance Due Dateon demand

Interest Rate25% per annum

Payments

Interest Adjustment Date

Payment Date

First Payment Date

Last Payment Date

Standard Charge Terms202004

Insurance AmountFull insurable value

Guarantor

Signed By

Charles Laurent Robert100 Queen Street Suite 1100acting forSigned2023 05 25  
Ottawa  
K1P 1J9Chargor(s)

Tel613-237-5160

Fax613-230-8842

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

Submitted By

BORDEN LADNER GERVAIS LLP100 Queen Street Suite 11002023 05 25  
Ottawa  
K1P 1J9

Tel613-237-5160

Fax613-230-8842

Fees/Taxes/Payment

Statutory Registration Fee\$69.00

Fees/Taxes/Payment	
Total Paid	\$69.00

File Number	
Chargee Client File Number :	402508-149 (CR/EAW)

**ADDITIONAL PROVISIONS**

1. All capitalized terms used in this schedule shall have the same meaning as such terms are defined in those standard charge terms filed as No. 202004 (the "**Charge Terms**"), unless otherwise defined in the charge/mortgage to which this schedule is attached or as defined in this schedule. Without limiting the foregoing:
  - (a) "**Board**" means the Ontario Landlord and Tenant Board.
  - (b) "**CMHC**" means Canada Mortgage and Housing Corporation (or any successor).
  - (c) "**CMHC Certificate**" means that certificate of insurance and special conditions issued for the Obligations by CMHC to the Chargee dated April 27th, 2023.
  - (d) "**Credit Agreement**" means, collectively that offer and credit agreement from the Chargee to the Chargor dated May 8th, 2023, as amended from time to time, together with the CMHC Certificate attached thereto, as may be amended or supplemented from time to time.
  - (e) "**RTA**" means the *Residential Tenancies Act*, 2006, as may be amended from time to time and any successor legislation thereto.
2. It is agreed that the terms of the CMHC Certificate, as amended, (the receipt of which are hereby acknowledged by the Chargor) issued by CMHC with respect to the Obligations insured by CMHC and a breach of any of the terms of such CMHC Certificate shall constitute a default under this Charge and shall entitle the Chargee, at the Chargee's option, to exercise all of its rights and remedies contained in this Charge.
3. All provisions of this Charge apply to the Obligations insured by CMHC and if there is a conflict between this section and the other provisions of this Charge, the following will prevail to the extent of the conflict:
  - (a) **National Housing Act.** The National Housing Act, R. S. C. 1985, c. N.-11 (as amended and replaced from time to time) applies to any portion of the indebtedness insured by CMHC.
  - (b) **Taxes.** The Chargee may allow the Chargor to pay the Taxes directly to the appropriate authority, subject to such conditions as the Chargee may set from time to time. In that case, the Chargor will pay the Taxes in the manner described in section 5 of the Charge Terms. The Chargor, however, agrees that the Chargee may withdraw this privilege at any time and the Chargor will pay the Taxes in the manner set out in the applicable Agreement.
  - (c) **Insurance.** The Chargor promises to insure the Property in accordance with paragraph 6.1(i) and (k) of the Charge Terms. In addition, the Chargor will send a certified copy of each insurance policy immediately upon the execution of this Charge and, not less than fifteen days before any policy expires, the renewal certificate or certified copy of the replacement policy to the Chargee at the Place of Payment.
  - (d) **Inspection of Property.** The Chargee or its agent or CMHC's agent may inspect the Property in accordance with subsection 7.3 of the Charge Terms.
  - (e) **Interest Adjustment Date.** The definition of the interest adjustment date is specified in the Agreement relating to any portion of the Obligations insured by CMHC, if applicable.
4. The Chargor covenants and agrees with the Chargee that in the event of the Chargor selling, conveying, transferring or entering into an agreement for sale or transfer of title of the Property (including, but not limited to, the sale of shares or other interest resulting in a transfer of majority ownership interest) to a purchaser or transferee not approved, in writing, by the Chargee, which approval shall not unreasonably be withheld, all monies hereby secured with accrued interest thereon shall at the option of the Chargee forthwith become due and payable.
5. The provisions of the Agreement, including but not limited to the Credit Agreement, and all amendments thereto, shall survive the execution and registration of this Charge and the collateral or other security documents to be delivered herewith and there shall be no merger of such provisions in the mortgage or the collateral or other security documents

until the Chargee, by an appropriate instrument in writing so declares. It is understood and agreed that a default under the terms of the Agreement shall constitute a default under this Charge and shall entitle the Chargee, at the Chargee's option, to exercise all of its rights and remedies contained in this Charge.

6. The Chargor agrees that the CMHC Certificate and all amendments thereto shall survive the funding of the Loan and will be in effect until all amounts owing under this Charge have been paid in full. The Chargor acknowledges that it has received and reviewed the CMHC Certificate and covenants that it will comply with the terms of the CMHC Certificate that are applicable to it.
7. The Chargor confirms that there is no secondary financing (e.g. vendor's take back) and that no second-ranking mortgage will be registered on the Property without the Chargee's prior written consent.
8. The Chargor covenants and agrees with the Chargee that the Chargor will not make or permit to be made any alterations or additions to the Property without the consent of the Chargee and will not use the said premises or permit them to be used for the purpose of any business, trade, manufacture or hotel of any description.
9. The Chargor represents and warrants and covenants, as the case may be, that:
  - (a) the residential rental operation on the Property, and the rents charged and collected in respect of all rental units located on the Property, have complied and do comply in all respects with the RTA and all predecessor rent control legislation as may be applicable to the Property and that there shall be compliance with the RTA and any successor rent control legislation in respect of the Property so long as this Charge is in effect. Neither the Chargor nor any predecessor on title has received rents that are in excess of those amounts allowed under the RTA or any predecessor rent control legislation as may be applicable to the Property;
  - (b) all compensation to which tenants or former tenants of residential units on the Property are entitled pursuant to or as a result of an order of the Board under the RTA, or anybody with authority to make such an order under any predecessor legislation, have been paid;
  - (c) there has been no decrease in services or facilities relating to the residential rental operation on the Property in the period preceding the date of this Charge in respect of which a tenant may commence steps to obtain an order for a decrease in rents based on such decrease in services or facilities, and the Chargor shall not reduce such services or facilities relating to the residential operation on the Property without first obtaining the prior approval of the Chargee;
  - (d) there has been no reduction of municipal taxes in the Property, or any other circumstances, including any rental increase for capital expenditures or increased utility costs, that might result in a reduction of the lawful rent for the residential rental operation on the Property;
  - (e) the Chargor has not made any applications to the Board under the RTA and has not entered into any agreements, that are currently in effect, or about to be in effect, allowing the Chargor to increase the rent charged to a tenant as a result of:
    - (i) an increase to the municipal taxes for the Property;
    - (ii) the provision of new or additional services, including operating costs for security services; or
    - (iii) any capital expenditure;
  - (f) the Chargor is not charging any amount that is considered an illegal additional charge under the RTA;
  - (g) the tenants have been paid any and all amounts required to be paid to them by way of interest on rent deposit in accordance with the provisions of the RTA, as amended;
  - (h) all rents from tenants of the Property are in full force and effect for the balance of the term of their respective leases. None of the residential units in the Property



are subject to, and the Chargor is not aware of any, appeal or application to the Board under the RTA with respect to these rents; and

- (i) there have been no allegations by tenants of the Property of inadequate maintenance or withdrawal of services or facilities, no tenant applications have been made and no investigation or proceeding is pending or threatened which could result in a reduction of the legal rents or the provision for rent rebates relating to the residential rental operation on the Property.
10. The Chargee or agent of the Chargee or agent of CMHC may, at any time, before and after default, and for any purpose deemed necessary by the Chargee or CMHC, enter upon the Property to inspect the said lands and buildings thereon. Without in any way limiting the generality of the foregoing, the Chargee or CMHC (or their respective agents) may enter upon the said lands to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee or CMHC and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the contract rate in the mortgage, shall be a charge upon the said lands. The exercise of any of the powers enumerated in this clause shall not deem the Chargee, CMHC or their respective agents to be in possession, management or control of the said lands and buildings.
11. At the option of the Chargee, it shall constitute a default hereunder if the Chargor shall become insolvent or be the subject of any bankruptcy, arrangement with creditors, proposal, amalgamation or any transaction or series of transactions which results in a change in control of the Chargor, re-organization, or any liquidation, winding-up, dissolution, receivership or material litigation which in the Chargee's opinion will materially affect the Property, the operations carried on at or upon the Property or its or their value, or the interest of the Chargee in the Property, or the financial condition of the Chargor, or without the Chargee's consent, seeks continuation under the laws of any other jurisdiction.
12. In the event of a default under this Charge, or if the Chargor seeks protection under the *Companies' Creditors Arrangement Act*, the *Bankruptcy and Insolvency Act* (Canada) or any other legislation relating to insolvent debtors, the Chargor shall establish a separate project bank account for the Property, or consent thereto in any application by the Chargee, into which all revenue from the Property shall be deposited and from which all operating expenses in respect of the Property shall be paid.
13. The Chargor acknowledges that the Chargee is subject to the requirements of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and other similar legislation affecting financial transactions with or for the benefit of terrorists or other sanctioned individuals or entities and undertakes to provide information and to cooperate with the Chargee concerning any reasonable inquiries it makes and in any appropriate actions it takes for the purpose of complying with its legal obligations under such Act or similar legislation.
14. The Chargor covenants and agrees that, at the sole option of the Chargee, it shall constitute a default hereunder if the Chargor prepares or causes to be prepared any building plans relating to the existing building on the Property or any proposed new building on the Property or physically alters the existing building plan and building without the express written consent of the Chargee and CMHC.
15. The Chargor covenants and agrees that, at the sole option of the Chargee, it shall constitute a default hereunder if the Property ceases to be occupied by persons utilizing the accommodation as their principal residence.
16. The provisions of the Agreement not incorporated into this Charge shall survive the execution and provisions in this Charge and the Agreement.
17. This Charge shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
18. The successors and assigns of the Chargee and the successors and permitted assigns of the Chargor shall be bound by and have the benefit of the provisions of this Charge.
19. The delivery of this Charge for electronic registration shall have the same effect for all purposes as if this Charge were in written form, signed by the Chargor and delivered to the Chargee.

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20. Any reference in this Charge to legislation shall include any amendment, replacement or re-enactment of that legislation.

**COMMCACHE ASSET MANAGEMENT  
INC.**

DocuSigned by:  
*Benjamin Oakes*  
Per: 65A62E75DE7046B...  
Name: Benjamin Oakes  
Title: President

I have authority to bind the Corporation.

DocuSigned by:  
*[Signature]*  
DB6493976D6A47C...  
Witness

DocuSigned by:  
*Benjamin Oakes*  
65A62E75DE7046B...  
Benjamin Oakes

A171

Properties

PIN01167 - 0250LTInterest/EstateFee Simple

DescriptionPT LOT 5 BLOCK D PLAN 134 WINDSOR AS IN R1401500 ; WINDSOR

Address800 HOWARD AVENUE 581 CATARAQUI STREET  
WINDSOR

Chargor(s)

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

NameCOMMCACHE ASSET MANAGEMENT INC.

Address for Service3665 Maple Grove Road  
Innisfil, ON L9S 3B1

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

Chargee(s)CapacityShare

NameNATIONAL BANK OF CANADA

Address for Service3131 Blvd St-Martin West, Suite 200  
Laval, QC H7T 2Z5

Statements

Schedule: See Schedules

Provisions

Principal\$3,240,000.00CurrencyCDN

Calculation Period

Balance Due DateON DEMAND

Interest Rate25% per annum

Payments

Interest Adjustment Date

Payment Date

First Payment Date

Last Payment Date

Standard Charge Terms202004

Insurance AmountFull insurable value

Guarantor

Signed By

Aysan Yasani100 Queen Street Suite 1100acting forSigned2023 08 04  
OttawaChargor(s)  
K1P 1J9

Tel613-237-5160

Fax613-230-8842

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

Submitted By

BORDEN LADNER GERVAIS LLP100 Queen Street Suite 11002023 08 04  
Ottawa  
K1P 1J9

Tel613-237-5160

Fax613-230-8842

Fees/Taxes/Payment

Statutory Registration Fee\$69.00

Total Paid\$69.00

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

File Number

Chargor Client File Number :                      402508-000340/AY

Chargee Client File Number :                      402508-000340/AY



ADDITIONAL PROVISIONS

1. All capitalized terms used in this schedule shall have the same meaning as such terms are defined in those standard charge terms filed as No. 202004 (the "**Charge Terms**"), unless otherwise defined in the charge/mortgage to which this schedule is attached or as defined in this schedule. Without limiting the foregoing:
  - (a) "**Board**" means the Ontario Landlord and Tenant Board.
  - (b) "**CMHC**" means Canada Mortgage and Housing Corporation (or any successor).
  - (c) "**CMHC Certificate**" means that certificate of insurance and special conditions #53076194 issued for the Obligations by CMHC to the Chargee dated June 21, 2023.
  - (d) "**Credit Agreement**" means, collectively that offer and credit agreement from the Chargee to the Chargor dated July 13, 2023, as amended from time to time, together with the CMHC Certificate attached thereto, as may be amended or supplemented from time to time.
  - (e) "**RTA**" means the *Residential Tenancies Act*, 2006, as may be amended from time to time and any successor legislation thereto.
2. It is agreed that the terms of the CMHC Certificate, as amended, (the receipt of which are hereby acknowledged by the Chargor) issued by CMHC with respect to the Obligations insured by CMHC and a breach of any of the terms of such CMHC Certificate shall constitute a default under this Charge and shall entitle the Chargee, at the Chargee's option, to exercise all of its rights and remedies contained in this Charge.
3. All provisions of this Charge apply to the Obligations insured by CMHC and if there is a conflict between this section and the other provisions of this Charge, the following will prevail to the extent of the conflict:
  - (a) **National Housing Act.** The National Housing Act, R. S. C. 1985, c. N.-11 (as amended and replaced from time to time) applies to any portion of the indebtedness insured by CMHC.
  - (b) **Taxes.** The Chargee may allow the Chargor to pay the Taxes directly to the appropriate authority, subject to such conditions as the Chargee may set from time to time. In that case, the Chargor will pay the Taxes in the manner described in section 5 of the Charge Terms. The Chargor, however, agrees that the Chargee may withdraw this privilege at any time and the Chargor will pay the Taxes in the manner set out in the applicable Agreement.
  - (c) **Insurance.** The Chargor promises to insure the Property in accordance with paragraph 6.1(i) and (k) of the Charge Terms. In addition, the Chargor will send a certified copy of each insurance policy immediately upon the execution of this Charge and, not less than fifteen days before any policy expires, the renewal certificate or certified copy of the replacement policy to the Chargee at the Place of Payment.
  - (d) **Inspection of Property.** The Chargee or its agent or CMHC's agent may inspect the Property in accordance with subsection 7.3 of the Charge Terms.
  - (e) **Interest Adjustment Date.** The definition of the interest adjustment date is specified in the Agreement relating to any portion of the Obligations insured by CMHC, if applicable.
4. The Chargor covenants and agrees with the Chargee that in the event of the Chargor selling, conveying, transferring or entering into an agreement for sale or transfer of title of the Property (including, but not limited to, the sale of shares or other interest resulting in a transfer of majority ownership interest) to a purchaser or transferee not approved, in writing, by the Chargee, which approval shall not unreasonably be withheld, all monies hereby secured with accrued interest thereon shall at the option of the Chargee forthwith become due and payable.
5. The provisions of the Agreement, including but not limited to the Credit Agreement, and all amendments thereto, shall survive the execution and registration of this Charge and the collateral or other security documents to be delivered herewith and there shall be no

merger of such provisions in the mortgage or the collateral or other security documents until the Chargee, by an appropriate instrument in writing so declares. It is understood and agreed that a default under the terms of the Agreement shall constitute a default under this Charge and shall entitle the Chargee, at the Chargee's option, to exercise all of its rights and remedies contained in this Charge.

6. The Chargor agrees that the CMHC Certificate and all amendments thereto shall survive the funding of the Loan and will be in effect until all amounts owing under this Charge have been paid in full. The Chargor acknowledges that it has received and reviewed the CMHC Certificate and covenants that it will comply with the terms of the CMHC Certificate that are applicable to it.
7. The Chargor confirms that there is no secondary financing (e.g. vendor's take back) and that no second-ranking mortgage will be registered on the Property without the Chargee's prior written consent.
8. The Chargor covenants and agrees with the Chargee that the Chargor will not make or permit to be made any alterations or additions to the Property without the consent of the Chargee and will not use the said premises or permit them to be used for the purpose of any business, trade, manufacture or hotel of any description.
9. The Chargor represents and warrants and covenants, as the case may be, that:
  - (a) the residential rental operation on the Property, and the rents charged and collected in respect of all rental units located on the Property, have complied and do comply in all respects with the RTA and all predecessor rent control legislation as may be applicable to the Property and that there shall be compliance with the RTA and any successor rent control legislation in respect of the Property so long as this Charge is in effect. Neither the Chargor nor any predecessor on title has received rents that are in excess of those amounts allowed under the RTA or any predecessor rent control legislation as may be applicable to the Property;
  - (b) all compensation to which tenants or former tenants of residential units on the Property are entitled pursuant to or as a result of an order of the Board under the RTA, or anybody with authority to make such an order under any predecessor legislation, have been paid;
  - (c) there has been no decrease in services or facilities relating to the residential rental operation on the Property in the period preceding the date of this Charge in respect of which a tenant may commence steps to obtain an order for a decrease in rents based on such decrease in services or facilities, and the Chargor shall not reduce such services or facilities relating to the residential operation on the Property without first obtaining the prior approval of the Chargee;
  - (d) there has been no reduction of municipal taxes in the Property, or any other circumstances, including any rental increase for capital expenditures or increased utility costs, that might result in a reduction of the lawful rent for the residential rental operation on the Property;
  - (e) the Chargor has not made any applications to the Board under the RTA and has not entered into any agreements, that are currently in effect, or about to be in effect, allowing the Chargor to increase the rent charged to a tenant as a result of:
    - (i) an increase to the municipal taxes for the Property;
    - (ii) the provision of new or additional services, including operating costs for security services; or
    - (iii) any capital expenditure;
  - (f) the Chargor is not charging any amount that is considered an illegal additional charge under the RTA;
  - (g) the tenants have been paid any and all amounts required to be paid to them by way of interest on rent deposit in accordance with the provisions of the RTA, as amended;
  - (h) all rents from tenants of the Property are in full force and effect for the balance of the term of their respective leases. None of the residential units in the Property are


subject to, and the Chargor is not aware of any, appeal or application to the Board under the RTA with respect to these rents; and

- (i) there have been no allegations by tenants of the Property of inadequate maintenance or withdrawal of services or facilities, no tenant applications have been made and no investigation or proceeding is pending or threatened which could result in a reduction of the legal rents or the provision for rent rebates relating to the residential rental operation on the Property.
10. The Chargee or agent of the Chargee or agent of CMHC may, at any time, before and after default, and for any purpose deemed necessary by the Chargee or CMHC, enter upon the Property to inspect the said lands and buildings thereon. Without in any way limiting the generality of the foregoing, the Chargee or CMHC (or their respective agents) may enter upon the said lands to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee or CMHC and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the contract rate in the mortgage, shall be a charge upon the said lands. The exercise of any of the powers enumerated in this clause shall not deem the Chargee, CMHC or their respective agents to be in possession, management or control of the said lands and buildings.
11. At the option of the Chargee, it shall constitute a default hereunder if the Chargor shall become insolvent or be the subject of any bankruptcy, arrangement with creditors, proposal, amalgamation or any transaction or series of transactions which results in a change in control of the Chargor, re-organization, or any liquidation, winding-up, dissolution, receivership or material litigation which in the Chargee's opinion will materially affect the Property, the operations carried on at or upon the Property or its or their value, or the interest of the Chargee in the Property, or the financial condition of the Chargor, or without the Chargee's consent, seeks continuation under the laws of any other jurisdiction.
12. In the event of a default under this Charge, or if the Chargor seeks protection under the *Companies' Creditors Arrangement Act*, the *Bankruptcy and Insolvency Act (Canada)* or any other legislation relating to insolvent debtors, the Chargor shall establish a separate project bank account for the Property, or consent thereto in any application by the Chargee, into which all revenue from the Property shall be deposited and from which all operating expenses in respect of the Property shall be paid.
13. The Chargor acknowledges that the Chargee is subject to the requirements of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* and other similar legislation affecting financial transactions with or for the benefit of terrorists or other sanctioned individuals or entities and undertakes to provide information and to cooperate with the Chargee concerning any reasonable inquiries it makes and in any appropriate actions it takes for the purpose of complying with its legal obligations under such Act or similar legislation.
14. The Chargor covenants and agrees that, at the sole option of the Chargee, it shall constitute a default hereunder if the Chargor prepares or causes to be prepared any building plans relating to the existing building on the Property or any proposed new building on the Property or physically alters the existing building plan and building without the express written consent of the Chargee and CMHC.
15. The Chargor covenants and agrees that, at the sole option of the Chargee, it shall constitute a default hereunder if the Property ceases to be occupied by persons utilizing the accommodation as their principal residence.
16. The Chargor covenants and agrees that the Chargee has the right to, at CMHC's request, require the Chargor to publicly acknowledge CMHC's support for the Loan, in a manner acceptable to CMHC, which may include the erection of one or more signs on the Property with the name and logo of CMHC and/or the federal government, in a form approved by CMHC.
17. The provisions of the Agreement not incorporated into this Charge shall survive the execution and provisions in this Charge and the Agreement.
18. This Charge shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

19. The successors and assigns of the Chargee and the successors and permitted assigns of the Chargor shall be bound by and have the benefit of the provisions of this Charge.
20. The delivery of this Charge for electronic registration shall have the same effect for all purposes as if this Charge were in written form, signed by the Chargor and delivered to the Chargee.
21. Any reference in this Charge to legislation shall include any amendment, replacement or re-enactment of that legislation.

Dated the 4th day of August, 2023.

COMMCACHE ASSET MANAGEMENT  
INC.

Per:   
Name: Benjamin Oakes  
Title: President

*I have authority to bind the Corporation.*

Properties

PIN00522 - 0134    LT    Interest/Estate    Fee Simple

DescriptionLT 8 PL 244; CHATHAM-KENT

Address52 LACROIX STREET  
CHATHAM

Chargor(s)

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

Name52 LACROIX INC.

Address for Service3662 Maple Grove Road  
Innisfil, Ontario L9S 3B1

I, Benjamin Oakes, President, have the authority to bind the corporation.

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

Chargee(s)CapacityShare

NameNATIONAL BANK OF CANADA

Address for Service920 Saint-Joseph Blvd., Suite 200  
Gatineau, Québec J8Z 1S9

Provisions

Principal\$580,000.00    CurrencyCDN

Calculation Period

Balance Due DateOn Demand

Interest Rate25% per annum

Payments

Interest Adjustment Date

Payment Date

First Payment Date

Last Payment Date

Standard Charge Terms201815

Insurance AmountFull insurable value

Guarantor

Additional Provisions

The Chargor confirms that there is no secondary financing (eg. vendor's take back) and that no second-ranking mortgage will be registered on the Property without the Chargee's prior written consent.

This Charge/Mortgage is granted pursuant to the terms of that certain Offer and Credit Agreement dated as of the 17th day of December 2020, as amended or supplemented from time to time (the "Credit Agreement").

Signed By

Charles Laurent Robert    100 Queen Street Suite 1100    acting for    Signed    2021 01 07  
Ottawa    Chargor(s)

K1P 1J9

Tel613-237-5160

Fax613-230-8842

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

Submitted By

BORDEN LADNER GERVAIS LLP    100 Queen Street Suite 1100    2021 01 07  
Ottawa

K1P 1J9

Tel613-237-5160

Fax613-230-8842



Fees/Taxes/Payment

Statutory Registration Fee	\$65.30
Total Paid	\$65.30

File Number

Chargee Client File Number :                    402508-156/CR/DC

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## ACKNOWLEDGEMENT

**TO: National Bank of Canada****RE: National Bank of Canada (the "Lender")  
Commcache Asset Management Inc. (the "Borrower")  
SECURED BY 220-222 King Street, Sudbury, Ontario P3C 2W1 (the "Property")**

I, the undersigned, being the mortgagor in the above transaction, hereby acknowledge receiving a copy of Standard Charge Terms No. 202004 before signing the above charge or mortgage, and I understand that the said Standard Charge Terms are incorporated by reference into such charge or mortgage.

Innisfil 5/16/2023

**DATED** at , Ontario this \_\_\_\_ day of May, 2023.**COMMCACHE ASSET  
MANAGEMENT INC.**

DocuSigned by:  
Per: Benjamin Oakes  
Name: Benjamin Oakes  
Title: President

I have authority to bind the Corporation.

DocuSigned by:  
  
DB6493976D6A47C...

Witness

DocuSigned by:  
Benjamin Oakes  
65A52E75DE7046B...  
Benjamin Oakes, Guarantor

A180



Filed in Ontario as Standard Charge Terms No. 202004.

The following set of Charge Terms shall be deemed to be included in every charge in which the set is referred to by its filing number as provided in Section 9 of the *Land Registration Reform Act* of Ontario, R.S.O. 1990, c. L.4, as amended or replaced from time to time.

The covenants deemed to be included in a charge by Section 7(1) of said Act are excluded from the Charge.

## 1. Meanings and Definitions

### 1.1 Definitions: In these Charge Terms:

"Agreement" means any agreement or document, now or in the future, that gives rise or relates to any Obligations, and any renewals, extensions, amendments, replacements, restatements and substitutions of such agreement or document, under which agreement or document it is agreed that the Obligations will be secured by this Charge.

"Applicable Laws" means all applicable federal, provincial and municipal laws, statutes, regulations, rules, by-laws, policies and guidelines, orders, permits, licenses, authorizations, approvals and all applicable common laws or equitable principles whether now or hereafter in force and effect.

"Charge" means, together, the Charge Form and these Charge Terms. "Charge" also includes all such documents prepared in electronic format and signed and registered electronically, including any documents and instruments authorizing such electronic signing and registration. Signing and delivery of the Charge for registration by direct electronic transmission shall have the same effect for all purposes as if the Charge was in written form, manually signed by the Chargee, and delivered to the Chargee.

"Charge Form" means the form, stipulated by Applicable Laws, to which these Charge Terms are attached or incorporated by reference and all schedules thereto.

"Charge Terms" means the terms and conditions contained in this document.

"Chargee" means National Bank of Canada and includes any Person to whom National Bank of Canada transfers this Charge, and any nominee, custodian or agent holding title to the Charge.

"Chargee's Address" means the address shown on the Charge Form or the most recent address provided in a written notice given by the Chargee to the Chargor under these Charge Terms.

"Chargor" means the Person or Persons named in the Charge Form as chargor.

"Chargor's Address" means the address of the Chargor set out in the Charge Form or the most recent address provided in a written notice given by the Chargor to the Chargee under these Charge Terms.

"CMHC" means Canada Mortgage and Housing Corporation and its successors.

"CMHC Program" means any national program for pooling and securitizing housing loans, under which CMHC is Program Administrator.

"Condominium Documents" has the meaning given to such term in subsection 13.2.

"Costs" means all costs of the Chargee (and interest on all such costs from the date incurred until paid to the Chargee) for:

- (i) preparing, executing and registering any Agreement or this Charge and any such costs in extending credit to the Chargor or qualifying the Chargor for such purpose;
- (ii) enforcing the Charge or any Agreement;
- (iii) any protective disbursements or just allowances paid by the Chargee that may be added to the Obligations or are otherwise secured by this Charge;
- (iv) any Receiver or other Person appointed with similar powers (under this Charge or otherwise) and such Receiver's or Person's costs in regard to the Property;
- (v) obtaining assessments of the condition of the Property, such as environmental assessments;
- (vi) complying with any requirements of Applicable Laws in regard to the Property or the Charge;
- (vii) performing any of the obligations of the Chargor under the Charge or any Agreement, such as the costs incurred in removing any lien from title to the Property that is in breach of this Charge (whether or not having priority over the Charge) or paying Taxes; and
- (viii) in the case of all of the above items, all legal fees and disbursements of the Chargee, or a Receiver, on a full solicitor-client or substantial (i.e. full) indemnity basis.

"Court" means a court or judge having jurisdiction under Applicable Laws.

"Credit Agreement" has the meaning ascribed thereto in the Charge Form.

"Default" means any default occurring under this Charge.

"Insured Loan" means a Loan in respect of which a Loan Insurance Policy has been issued and is in effect.

"Loan" means each loan or extension of credit made or given by the Chargee to the Chargor from time to time pursuant to an Agreement, with each Loan being a separate and distinct loan, including any replacement, refinancing, re-advancing, or additional or further advancing of a Loan made pursuant to an Agreement (and, for clarity, in the case of fluctuating or revolving loans or lines of credit, the aggregate outstanding Loan Indebtedness under the applicable Agreement at any relevant time is a separate and distinct Loan).

"Loan Documents" means, collectively, with respect to each Loan, all documents, agreements, instruments, and security now or hereafter creating, evidencing, securing, guaranteeing, and/or relating to such Loan and the related Loan Indebtedness, or any part thereof, including any loan, line of credit or mortgage application (and any documents delivered to the Chargee pursuant to or in connection with such application), an Agreement, the Charge, the commitment letter, and, as applicable, any guarantee, each as amended, modified, replaced, and/or extended from time to time.

"Loan Indebtedness" means, in respect of each Loan, all principal, interest, compound interest, any prepayment charges, all guaranteed indebtedness, as applicable, and all Costs, and all other amounts which are due and payable by the Chargor to the Chargee or which may be added to such Loan Indebtedness from time to time under the related Loan Documents or Applicable Laws.

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"Loan Insurance Policy" means, in respect of any Loan, a policy of insurance issued by a Loan Insurer, pursuant to which the Chargee is insured by the Loan Insurer against default.

"Loan Insurer" means, in respect of any Loan, the insurer under the Loan Insurance Policy, which may be CMHC or another loan insurer.

"Obligations" means at any particular time, without duplication, the aggregate of the Loans and related Loan Indebtedness, present and future, and all other obligations and liabilities of the Chargor arising under each Agreement and related Loan Documents, all of which are secured by this Charge.

"Person" means a natural person, corporation, company, partnership, joint venture, unincorporated organization, trust, government or any other entity.

"Place of Payment" means the Chargee's Address or any other place specified in a written notice given by the Chargee to the Chargor.

"Property" means the lands described in the Charge Form, together with all buildings, structures, and improvements of any nature or kind now or hereafter located on such lands, and all fixtures, rents and all other appurtenances thereto.

"Program Administrator" means CMHC, acting in the capacity as administrator and trustee of, and guarantor of timely payment of securities issued under, any CMHC Program.

"Receiver" means a receiver, a manager, a receiver and manager, or any other similar Person appointed in regard to the Property, or any part of the Property, and the rents and profits of and from such Property, which receiver may be an officer or officers or employee or employees of the Chargee, though need not be.

"Spouse" means spouse or common-law partner.

"Taxes" means all taxes, rates and assessments of every kind that are payable by any Person in connection with this Charge, the Property or its use and occupation, or arising out of any transaction between the Chargor and the Chargee, but not including the Chargee's income taxes.

## 2. Continuing Security

- 2.1 **Charge of Property:** The Chargor, hereby grants, mortgages and charges the Property to the Chargee as continuing security for payment and performance of the Obligations and compliance with all terms of this Charge and any applicable Agreement.
- 2.2 **Limitation:** This Charge will secure at any one time only that portion of the principal component of the Obligations at such time up to the registered amount shown on the Charge Form (which may be identified on such form as the principal amount), provided that such limitation shall not apply to (i) interest (at the rate specified in this Charge) on such portion of the Obligations and (ii) Costs.
- 2.3 **Chargee Not Required to Advance Money:** The Chargee is not obliged to advance to the Chargor any money under this Charge, whether or not this Charge is registered, and nothing in this Charge obliges the Chargee to make any advances of money to the Chargor.
- 2.4 **No Discharge:** By entering into this Charge, the Chargor and Chargee do not intend that any Agreement is to be extinguished, superseded or discharged. If a judgment is obtained from a Court concerning some or all of the Obligations, the Chargor and Chargee do not intend that the remaining Obligations will be extinguished, superseded or discharged or that the Chargee will be prevented from exercising any of its remaining rights under any Agreement, this Charge or Applicable Laws, subject nonetheless to the provisions of Sections 17.2 and 17.3 of these Charge Terms.
- 2.5 **No Prejudice to Other Security:** The Chargee may take guarantees or security from other Persons or take other security from the Chargor, or grant time, renewals, extensions, indulgences, releases and discharges to the Chargor and other Persons, relating to the Obligations, without prejudicing the rights and remedies of the Chargee under this Charge, subject nonetheless to the provisions of Sections 17.2 and 17.3 of these Charge Terms.
- 2.6 **Possession of Property:** The Chargor may continue to remain in possession of the Property as long as the Chargor is not in Default.
- 2.7 **Discharge of Charge:** When all Obligations are satisfied in full by the Chargor, and the Chargor has no further liability under any Agreement, and the Chargee has no obligation to make any further advances or extend credit under any Agreement, this Charge will have no further effect and the Chargor will be entitled to obtain a discharge of this Charge. The Charge shall not be or be deemed to be considered as satisfied, exhausted or discharged by any intermediate payment or satisfaction of the whole or part or parts of the Obligations at any time or from time to time, but shall constitute and be a continuing security to the Chargee for the payment, fulfillment and performance of all of the Obligations from time to time unpaid or unfulfilled. Where the Chargor is entitled to such discharge of this Charge, the discharge will be prepared and signed by the Chargee and is to be registered by the Chargor, at the Chargor's expense, in the appropriate registry of deeds, land titles or land registration office to cause cancellation, release or discharge of this Charge against the Property.

## 3. Interest

- 3.1 **Calculation of Interest:** Any interest that is chargeable on and forms part of the Obligations is payable at the rate or rates and with the frequency specified by the terms of an Agreement and this Charge, both before and after any Default, any maturity of the Obligations to which the interest relates and any judgment obtained with respect to the Obligations to which the interest relates, until all such interest and the Obligations to which the interest relates have been paid in full. Interest unpaid when due in accordance with the terms of an Agreement and this Charge will be added to the Obligations and will bear compound interest at the rate or rates and with the frequency specified by the terms of an Agreement and this Charge. If the interest rate for any amount payable under this Charge is not specified by the terms of any Agreement or this Charge, then such interest will be payable at the rate and with the frequency and otherwise in accordance with Applicable Laws.
- 3.2 **Maximum Interest:** If the interest rate or rates under the terms of an Agreement and this Charge exceed the maximum rate permitted by Applicable Laws, then, notwithstanding the terms of said Agreement and this Charge, the interest rate will be deemed to be such maximum rate.
- 3.3 **Rate of interest on Charge Form:** If a rate of interest is set out on the Charge Form, the rate or rates of interest on the Obligations will nonetheless be the rate or rates specified by the terms of any applicable Agreement, but if none is so specified for any portion of the Obligations, then the applicable rate of interest for such Obligations will be that which is set out on the Charge Form.
- 3.4 **Interest on Costs:** Costs form part of the Obligations and if Costs arise, the Chargor will pay interest on such Costs on demand (and interest on overdue interest), from the time the Costs arise. The interest rate on Costs will be determined in accordance with subsections 3.1, 3.2 and 3.3.

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**4. Payment**

- 4.1 **Payment on Demand:** The Chargor will pay to the Chargee the outstanding amount of the Obligations immediately on demand by the Chargee, unless the terms of an Agreement and this Charge provide otherwise.
- 4.2 **Application of Payments:** Each payment will be applied as set out in the applicable Agreement. If an Agreement does not specify the manner in which payments will be applied, each payment will be applied firstly to Costs and secondly to other Obligations, as the Chargee will determine. Payments do not discharge the Charge otherwise than in accordance with subsection 2.7.
- 4.3 **Payment from Advances:** At the option of the Chargee, any (i) payments due under the Charge; (ii) Costs; and (iii) any other amounts owing by the Chargor to the Chargee may be deducted from any or all advances made by the Chargee to the Chargor.
- 4.4 **Time and Place of Payment:** Amounts payable by the Chargor pursuant to the Charge or any Agreement shall be paid on the date that they are due at such place as the Chargee may advise from time to time in the applicable currency. The Chargee may also advise as to the time of day by which payment of amounts due on that day must be made, following which an additional day's interest shall be payable. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day.

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- 5.1 **Payment of Taxes by Chargor:** Without limiting any promise the Chargor has made to the Chargee in any Agreement concerning the payment of Taxes, the Chargor promises to pay all Taxes when they are due and any other debt that could rank prior to this Charge and to send to the Chargee at the Place of Payment, within thirty days of the payment due date for such Taxes, evidence that such payments have been made. If the Chargor fails to pay Taxes as required, the Chargee may, but is not obligated to, pay the Taxes, and any such amount paid by the Chargee will be included as Costs and form part of the Obligations.
- 5.2 **Government Assistance:** The Chargor promises to apply for all government grants, assistance and rebates in respect of Taxes.

**6. Other Promises of the Chargor**

- 6.1 **Chargor Promises:** The Chargor promises:
- to comply with all terms and conditions of any charge or encumbrance of the Property;
  - to pay and perform all Obligations, and to comply with all terms of this Charge and any applicable Agreement;
  - to keep all buildings and improvements forming part of the Property in good condition and to repair them as needed or as the Chargee reasonably requires and not to alter or tear down any building or part of a building forming part of the Property, except in accordance with the prior written consent of the Chargee;
  - to enforce and maintain in good standing all warranties and insurance relating to buildings and improvements forming part of the Property;
  - to comply with Applicable Laws affecting the condition (such as the environmental condition), repair, use and occupation of the Property;
  - to do all things and sign any other document that the Chargee reasonably requires to ensure that the Obligations remain secured by this Charge and that the Charge has priority over any other security over the Property, except as may otherwise be agreed to by the Chargee;
  - not to do or fail to do anything that has the effect of reducing the value of the Property or lowering the priority of this Charge and any other security in favour of the Chargee (the Chargor is to promptly inform the Chargee of any fact or event that could adversely affect the value of the Property or the financial condition of the Chargor or that could lower the priority of this Charge or other security held by the Chargee for the Obligations);
  - if the Chargor has rented the Property, and if the Chargee so requests, to keep records of all rents received and of all expenses paid by the Chargor in connection with the Property, and, at least annually, have a statement of revenue and expenses for the Property prepared by a chartered accountant, and to give a copy of the statement to the Chargee;
  - to insure and keep insured all buildings and improvements on the Property for not less than their full replacement value until this Charge is discharged, including, without limitation, (i) risks of loss or damage by fire with extended perils coverage and such additional perils, risks or events against which a prudent owner would insure the Property; (ii) risks of loss and damage by explosion of, or caused by, any boiler or similar equipment, against loss or damage caused by a sprinkler system; and (iii) risks of loss from damage to or destruction of the Property resulting in interruption to or loss of revenue, rental income, or business income from the Property;
  - if the Loan is an Insured Loan, to retain a professional third party property management firm, satisfactory to the Chargee, Loan Insurer or Program Administrator, as applicable, in their sole discretion, to manage the Property, unless the Chargor has been approved as the property manager by the Chargee, Loan Insurer or Program Administrator, as applicable;
  - to send to the Chargee a copy of all insurance policies and renewals of same upon receipt and to ensure that all insurance policies required under this Charge are carried by a company approved by the Chargee and contain charge clauses approved by the Insurance Bureau of Canada confirming that loss proceeds are payable to the Chargee, that the Chargee has the right to receive and to have a lien on the loss proceeds in accordance with its priority established under this Charge (the Chargor hereby assigns to the Chargee all amounts payable under any of these policies), and that the insurer will promptly advise the Chargee of (i) any cancellation, or proposed cancellation of a policy by the insurer for any reason, (ii) any failure by the insurer to renew a policy for any reason and (iii) any material change in the risk insured by the insurer, if required by the Chargee;
  - on the happening of any damage, to furnish all necessary proofs to the Chargee and do all necessary acts to enable the Chargee to obtain payment of the insurance proceeds, with the intention that the Chargee, in its discretion, may allow the Chargor to use the insurance proceeds to repair or rebuild the Property or may use such insurance proceeds to reduce the Obligations, whether due or not;
  - if the Chargee requires the Chargor to do so, to arrange for payments on account of Obligations to be made by pre-authorized withdrawals from an account of the Chargor;
  - to pay any money, which, if not paid, would result in a default under any charge or encumbrance having priority over this Charge or which might result in the sale of the Property;

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- o. to pay when due all amounts owing to any governmental authorities or bodies which, if unpaid, would give such governmental bodies or authorities recourse for such amounts in priority to the Charge or any Agreement;
- p. that it is not a "farmer" within the meaning of the *Farm Debt Mediation Act*, S.C. 1997, C.21, and in the event that the Chargor becomes a "farmer" within the meaning of the said Act at any time during the term of the Charge, the Chargor agrees to provide the Chargee with written notice of this fact forthwith;
- q. will pay all utility and fuel charges related to the Property as and when they are due, and will not allow or cause the supply of utilities or fuel to the Property to be interrupted or discontinued; and
- r. to pay and cause to be discharged any liens or encumbrances over the Property that are not liens or encumbrances permitted by the Chargee under this Charge or any Agreement.

**6.2 Promises regarding the Property:** The Chargor promises and declares to the Chargee that:

- a. the Chargor:
  - (i) has good title to the Property;
  - (ii) has the right to give the Chargee this Charge and that on Default the Chargee can have quiet possession of the Property free from all encumbrances; and
  - (iii) will execute such further assurances of title to the Property as may be required by the Chargee;
- b. the Chargor's title to the Property is subject only to those charges and encumbrances that the Chargee has agreed to in writing;
- c. subject to paragraph (b) above, the Chargor:
  - (i) has not given or is not in the process of giving any other charge or encumbrance against the Property; and
  - (ii) has no knowledge of any other claim against the Property.

**7. Promises between the Chargor and the Chargee**

- 7.1 **Chargee May Fulfill Chargor's Obligations:** The Chargee may, but is not required to, fulfill any of the obligations of the Chargor under the terms of an Agreement, this Charge or the Obligations, or spend any money to perform any such obligations.
- 7.2 **Subsequent Interests:** By this Charge, the Chargor grants and mortgages any additional or greater interest in the Property that the Chargor may later acquire.
- 7.3 **Inspection of Property:** The Chargee, a Loan Insurer or a Program Administrator, or their respective agents, may, at any reasonable time, inspect the Property and any buildings and improvements which form part of it, or have it appraised from time to time. In addition, the Chargee, a Loan Insurer or a Program Administrator, or their respective agents, may conduct, at any reasonable time, any environmental testing, site assessment, investigation, or study that the Chargee, Loan Insurer or Program Administrator considers necessary. The reasonable cost of any inspection, appraisal, testing, assessment, investigation or study will be immediately due and payable by the Chargor and will form part of the Costs. The Chargee, Loan Insurer or Program Administrator, or their respective agents, will not become a chargee in possession by exercising these rights.
- 7.4 **Repairs by Chargee:** The Chargee, a Loan Insurer or a Program Administrator, or their respective agents, each in its sole discretion, may enter the Property at any reasonable time to inspect the Property and request the Chargor to make any repairs that they deem necessary, at the cost of the Chargor, but, just by doing so, the Chargee, Loan Insurer or Program Administrator will not become a chargee in possession nor will they be under any obligation to make any repairs to the Property.
- 7.5 **Chargee not Responsible for Maintenance:** If the Chargee, a Loan Insurer or a Program Administrator, or their respective agents, take possession of the Property, none of the Chargee, Loan Insurer or Program Administrator, or their respective agents, will be responsible for maintaining and preserving the Property or maintaining the use for which the Property is intended, except to the extent required by Applicable Laws, and they need only account to the Chargor for any money they actually receive in connection with this Charge or the Property while in possession of the Property.
- 7.6 **Notice to Chargee:** Any notice by the Chargor to the Chargee may be delivered at or sent by registered mail to the Chargee's Address.
- 7.7 **Notice to Chargor:** Any notice by the Chargee to the Chargor may be delivered at or sent by registered mail to the Chargor's Address.
- 7.8 **When Notice Received:** Any notice given by mail in accordance with this Charge is considered to have been received five days after the day on which it was mailed.
- 7.9 **Mail Strike or Disruption:** Any notice to be given during a mail strike or disruption must not be sent by mail.
- 7.10 **No Release on Sale:** The Chargor is not released from the Obligations because the Chargor transfers or otherwise conveys, or purports to transfer or otherwise convey, the Property or any interest therein.
- 7.11 **Other Charges:** If the Chargor has mortgaged, charged or granted any interest or security in any other property to the Chargee to secure payment of any of the Obligations, the Chargee may take all proceedings under any of those mortgages, charges, grants of interest or security as the Chargee decides and as permitted by Applicable Laws, subject nonetheless to the provisions of Sections 17.2 and 17.3 of these Charge Terms.
- 7.12 **Consolidation with Other Charges:** Subject to the provisions of Sections 17.2 and 17.3 of these Charge Terms, the Chargee is entitled to treat this Charge as one with any other charges given now or in the future by the Chargor to the Chargee, so that the Chargee can require that the requirements of all such charges, and this Charge, have to be satisfied in full before the Chargee will be obligated to give a discharge of any of those charges or this Charge.
- 7.13 **Chargee May Release Part of Property:** Whether or not the Chargee receives any value, subject nonetheless to the provisions of Sections 17.2 and 17.3 of these Charge Terms, the Chargee may release any part or parts of the Property or any other security or any other Person's promise for payment or performance of all or any part of the Obligations without being accountable to the Chargor, except for the money the Chargee actually receives. Notwithstanding any such release, the Property, security and promises of the Chargor and other Persons remaining unreleased will remain in effect for payment and performance of the Obligations.

**8. Defaults**

- 8.1 **Events of Default:** A Default occurs under this Charge if:
  - a. the Chargor fails to pay or perform any of the Obligations at the time and in the manner required by the terms of any Agreement or by this Charge;

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- b. any statement, certification, representation, covenant or agreement of the Chargor or a guarantor given to the Chargee in connection with any Obligations is or becomes untrue or misleading;
- c. the Chargor breaches any promise, condition or agreement which the Chargor has made to the Chargee in this Charge or the Chargor or any other Person breaches a promise, condition or agreement in any Agreement;
- d. the Chargor ceases to carry on its business, becomes insolvent or bankrupt, becomes subject to insolvency, reorganization, arrangement or similar proceedings affecting the rights of creditors;
- e. the Property is abandoned or ceases to be used as currently used;
- f. the Property or any part of it is expropriated or condemned;
- g. the Chargor sells or agrees to sell all or any part of the Property or the Chargor leases it or any part of it without the prior written consent of the Chargee, which may be refused at the sole discretion of the Chargee;
- h. the Chargor gives another charge of the Property to someone other than the Chargee without the prior written consent of the Chargee;
- i. any type of lien whatsoever, such as a mechanic's, builder's, or construction lien, judgment or any similar encumbrance is registered against the Property or the Chargee receives notice that a lien or judgment will be obtained, unless prior written consent is obtained from the Chargee for each instance of lien, judgement or encumbrance;
- j. the Property is subject to foreclosure proceedings, judicial sale, or otherwise seized by another chargee, encumbrancer, writ holder, receiver, or any agent of one of those, or any other Person performing similar functions;
- k. improvements to the Property remain unfinished and no work has been done for a period of fifteen consecutive days;
- l. the Chargor is in default under any lease of the Property; or
- m. an event occurs which is stated to be a Default under this Charge.

8.2 **Chargee Determines Default:** The Chargee, in its sole discretion, will determine whether any Default has occurred.

## 9. Consequences of a Default

- 9.1 **Chargor's Rights Cease Upon Default:** Upon a Default occurring, the Chargor is not entitled to exercise any rights or entitlements under this Charge or any Agreement.
- 9.2 **Chargee's Rights on Default:** If a Default occurs, the Chargee, where and to the extent permitted by Applicable Laws, and then in any order that the Chargee chooses, subject nonetheless in each case to the provisions of Sections 17.2 and 17.3 of these Charge Terms, may do any one or more of the following:
- a. demand immediate payment or performance of any or all of the Obligations, in which case such Obligations will become immediately due and payable;
  - b. sue the Chargor for money that is due in respect of the Obligations;
  - c. take proceedings and any other legal steps to compel the Chargor to satisfy or perform the Obligations;
  - d. enter upon and take possession of the Property;
  - e. sell the Property and any other property mortgaged by the Chargor to the Chargee by public auction or private sale on terms decided by the Chargee, including selling the Property for cash or credit or any combination of the two:
    - (i) on thirty-five days notice to the Chargor if the Default has continued for fifteen days (or longer or other period, if required by Applicable Laws); or
    - (ii) without notice to the Chargor if the Default has continued for sixty days or more (if and to the extent permitted by Applicable Laws);
  - f. lease the Property on terms decided by the Chargee:
    - (i) on fifteen days notice to the Chargor if the Default has continued for fifteen days (or longer or other period, if required by Applicable Laws); or
    - (ii) without notice to the Chargor if the Default has continued for thirty days or more (if and to the extent permitted by Applicable Laws);
  - g. apply to a Court for an order that the Property be sold on terms approved by the Court;
  - h. apply to a Court to foreclose the Chargor's interest in the Property so that when the Court makes its final order of foreclosure the Chargor's interest in the Property will be absolutely vested in and belong to the Chargee;
  - i. apply to a Court to have a receiver or receiver and manager or comparable officer of the Court appointed with respect to the Property or appoint a Receiver of the Property under this Charge;
  - j. enter upon and take possession of the Property without the permission of anyone and make any arrangements the Chargee considers necessary to:
    - (i) inspect, lease, collect rents or manage the Property;
    - (ii) complete the construction of any building on the Property; or
    - (iii) repair any building on the Property; and
  - k. take whatever action is necessary to take, recover and keep possession of the Property.
- 9.3 **Powers of the Court:** Nothing in subsection 9.2 affects the jurisdiction of the Court.
- 9.4 **Application of Proceeds:** Any payments made in respect of the Obligations from money or other proceeds realized from the enforcement of the Chargee's remedies including proceeds realized under this Charge, may be applied and reapplied notwithstanding any previous application on such part or parts of the Obligations as the Chargee decides or may be held unappropriated in a separate collateral account for such time as the Chargee decides, subject nonetheless to the provisions of Sections 17.2 and 17.3 of these Charge Terms.
- 9.5 **Deficiency After Sale:** Subject to Applicable Laws, if the proceeds available from realizing upon the Property pursuant to this Charge are not sufficient to pay all the Obligations, the Chargor will pay to the Chargee on demand the amount of the deficiency.

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- 9.6 **Chargee's Rights After Judgment:** If the Chargee obtains judgment against the Chargor as a result of a Default, the remedies described in subsection 9.2 may continue to be used by the Chargee to compel the Chargor to pay and perform the Obligations. The Chargee will continue to be entitled to receive interest on the Obligations, in accordance with and in the manner provided for such interest under the terms of an Agreement and this Charge, until the judgment is paid in full.
- 9.7 **No Waiver of Rights:** If the Chargee does not exercise any of the Chargee's rights on the happening of a Default or does not ask the Chargor to cure such Default, the Chargee is not prevented from later compelling the Chargor to cure that Default or exercising any of those rights in connection with that Default or any later Default of the same or any other kind.

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## 10. Construction of Buildings or Improvements

- 10.1 **No Construction, Alteration or Addition Without Consent:** The Chargor will not construct, alter or add to any buildings or improvements on the Property without the prior written consent of the Chargee or, if applicable, the Loan Insurer or Program Administrator, and then, only in accordance with accepted construction standards, building codes and municipal or government requirements and, if provided by any Agreement, plans and specifications approved by the Chargee, Loan Insurer or Program Administrator, as applicable. If the Loan is an Insured Loan, the Chargor shall not use the Property or permit the Property to be used for the purposes of any business, trade or manufacture of any description or as a hotel.

## 11. Rental and Assignment of Rent

- 11.1 **Chargee to Approve Rental:** If the Property or any part of the Property is currently used as owner-occupied residential premises, the Chargor represents that no part of the Property is rented or occupied by a tenant and the Chargor promises not to rent, lease or enter into a tenancy agreement of any part of the Property without obtaining the Chargee's prior written approval, which approval may be refused at the sole discretion of the Chargee.
- 11.2 **Assignment:** If the Property or any part of the Property is used or intended to be used as rental premises, the Chargor:
- must deliver to the Chargee a copy of all leases related to the Property and will provide any and all information related to the rents on the Chargee's request;
  - will only lease the Property at a value corresponding to a lease at the fair market value and will not accept payment in advance of more than one month's rent; and
  - assigns, as additional and separate security for the Obligations, all existing and future rents and leases relating to the Property. In particular, the Chargor transfers and assigns to the Chargee as security:
    - all leases, lease agreements, sub-leases, and offers to lease, and their renewals, whether in writing or not;
    - all rents and other money payable under the terms of all such leases, sub-leases, offers to lease, and agreements; and
    - all the Chargor's rights under such leases, sub-leases, offers to lease, and agreements.
- 11.3 **Receipt of Rents:** Notwithstanding subsection 11.2, the Chargee will allow the Chargor to receive the rents as long as the Chargor is not in Default. If the Chargee withdraws this authorization, the Chargee may collect such rents and revenues and will be entitled to a reasonable commission or other remuneration, which it may deduct from any amounts collected. Subsection 9.4 will apply to the proceeds of such collection by the Chargee.
- 11.4 **Chargee Not Responsible:** Nothing done by the Chargee under this section 11 will make the Chargee a chargee in possession or will have the effect of making the Chargee responsible for collecting rent or complying with any terms of any lease or agreement.

## 12. Receiver

- 12.1 **Chargee May Appoint Receiver:** Upon Default, the Chargee or the Chargee as agent or attorney for the Chargor (with no such appointment being revocable by the Chargor), with or without entering into possession of the Property or any part thereof, may appoint in writing a Receiver and may remove any such Receiver and appoint a new Receiver in the place and stead of any previously appointed Receiver. For the purposes of the appointment of a Receiver, a statutory declaration of an officer of the Chargee as to a Default shall be prima facie evidence thereof; provided, however, that the Chargor shall not be prejudiced as a result of such statutory declaration from arguing that a Default has not, in fact, occurred.
- 12.2 **Powers of Receiver:** Subject to Applicable Laws, and subject nonetheless to the provisions of Sections 17.2 and 17.3 of these Charge Terms, the Receiver:
- will be deemed to be the Chargor's irrevocable agent or attorney, vested with all rights, powers and discretions of the Chargor, and the Chargor will be solely responsible for the Receiver's acts or omissions;
  - has power, either in the Chargor's name or in the name of the Chargee, to demand, recover and receive income from the Property and start and carry on any action or court proceeding to collect that income;
  - may lease or sublease the Property or any part of it on terms and conditions that the Receiver chooses;
  - may complete the construction of or repair any improvement on the Property;
  - may take possession of all or part of the Property;
  - may manage the Property and maintain it in good condition;
  - may sell all or part of the Property in priority to all charges or encumbrances ranking subsequent in priority to the Charge;
  - has the power to perform, in whole or in part, the Chargor's duties under the terms of the Agreements, this Charge and the Obligations; and
  - has the power to do anything that, in the Receiver's opinion, will maintain and preserve the Property or will increase or preserve the value or income potential of the Property.
- 12.3 **Use of Income by Receiver:** From income received from the Property, the Receiver may, subject to Applicable Laws, in any order the Receiver chooses (subject nonetheless to the provisions of Sections 17.2 and 17.3 of these Charge Terms), (i) retain enough money to pay or recover the cost to collect the income and to cover other disbursements; (ii) retain its commission, fees and disbursements as receiver; (iii) pay all Taxes and the cost of maintaining the Property in good repair, completing the construction of any building or improvement on the Property, supplying goods, utilities and services to the Property and taking steps to preserve the Property from damage by weather, vandalism or any other cause; (iv) pay any money for matters required to be paid by the Receiver under Applicable Laws, or that might, if not paid, result in a default under any charge or encumbrance having priority over this Charge or that might result in the sale of the Property if not paid; (v) pay Taxes in connection with anything the Receiver is entitled to do under this Charge; (vi) pay interest to the Chargee that is due and payable; (vii) pay all or part of the Obligations to the Chargee whether or not it is due and payable; (viii) pay any other money owed by the Chargor under this Charge; and (ix) pay insurance premiums.

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- 12.4 **Receiver May Borrow:** The Receiver may borrow money for the purpose of doing anything the Receiver is authorized to do.
- 12.5 **Chargor Responsible for Borrowing by Receiver:** Any money borrowed by the Receiver from the Chargee, and any interest charged on that money and all the costs of borrowing, will form part of the Obligations and will bear interest at the rate and to be paid with the frequency provided under the applicable terms upon which such money was borrowed.
- 12.6 **Receiver's Costs and Expenses:** The fees and disbursements of the Receiver, if paid by the Chargee, will form part of the Obligations and will bear interest according to the terms of any applicable Agreement and this Charge.
- 12.7 **Chargee Not Responsible:** Nothing done by the Receiver under this section 12 will make the Chargee a chargee in possession, and the Chargor hereby releases and discharges the Chargee and every Receiver from every claim of every nature, whether sounding in damages for negligence or trespass or otherwise, which may arise or be caused to the Chargor or any Person claiming through or under it by reason or as a result of anything done by the Chargee or any Receiver under the provisions of this section 12. The Chargor agrees to ratify and confirm all actions of any Receiver taken or made pursuant to this provision and agrees that neither the Receiver nor the Chargee will be liable for any loss sustained by the Chargor or any other Person resulting from any such action or failure to act.

### 13. Condominium Provisions

- 13.1 **Condominium Provisions:** This section 13 applies if the Property is or becomes a condominium property under the Applicable Laws. The Chargor will comply with this section 13 in addition to all other terms of this Charge and Applicable Laws.
- 13.2 **Chargor Will Obey Condominium Rules:** The Chargor will perform all of the Chargor's obligations as a condominium owner under the Applicable Laws and the declaration, bylaws, rules and regulations of the condominium corporation (the "Condominium Documents") and will pay all money owed by the Chargor to the condominium corporation.
- 13.3 **Insurance:** The Chargor will cause the condominium corporation to insure the Property and the common property (or common elements), in accordance with the Applicable Laws. In addition, the Chargee agrees that the provisions of the Applicable Laws regarding the insurance proceeds will prevail notwithstanding subsection 6.1(l).
- 13.4 **Right to Vote:** The voting rights of the Chargor as owner are exercisable by the Chargee on written notice to the condominium corporation as provided by the Applicable Laws, but the Chargee is not required to attend meetings of the condominium corporation or to exercise such rights, whether or not notice is given. The Chargor hereby irrevocably assigns all voting rights to the Chargee, provided until the Chargee gives written notice of this Charge to the condominium corporation, the Chargor may exercise voting rights.
- 13.5 **Chargor to Supply Copies of Documents:** At the request of the Chargee, the Chargor will give the Chargee copies of all notices, financial statements and other documents given by the condominium corporation to the Chargor.
- 13.6 **Chargee is Chargor's Agent:** The Chargor appoints the Chargee to be the Chargor's agent to inspect or obtain copies of any records or other documents of the condominium corporation that the Chargor is entitled to inspect or obtain, including the amount of any assessments or payments due to the condominium corporation by the Chargor. The Chargee is entitled to make inquiries as to the status of the Chargor's common expense contributions.
- 13.7 **Default:** There is a Default if the condominium corporation transfers, charges or adds to the common property (or common elements), or amends its Condominium Documents without the consent of the Chargee, and if, in the Chargee's opinion, the value of the Property is reduced.
- 13.8 **Chargee May Require Payment:** At the option of the Chargee, and subject to compliance with Applicable Laws, there is a Default if:
- governance of the property of the condominium corporation under the Applicable Laws is terminated or wound up as described in the Applicable Laws or the Condominium Documents;
  - a vote of the condominium owners authorizes the sale of the property of the condominium corporation or of a part of its common property (or common elements);
  - the condominium corporation fails to comply with the Applicable Laws or the Condominium Documents;
  - the condominium corporation fails to insure the condominium units and common property (or common elements) against destruction or damage by fire and other perils usually insured against for full replacement cost; or
  - the condominium corporation fails, in opinion of the Chargee, to manage its property and assets in a careful way or to maintain its assets in good repair.
- 13.9 **Condominium Expense Default:** Where the Chargor defaults in the obligation to contribute to the administrative expenses assessed or levied by the condominium corporation, or any authorized agent on its behalf, or any assessment, instalment or payment due to the condominium corporation or upon breach of any covenant or the provisions herein before in this subsection 13.9 contained, regardless of any other action or proceeding taken or to be taken by the condominium corporation, the Chargee, may at its sole option and discretion and without notice to the Chargor:
- pay such expenses or levies and add any such payments to the Obligations and such amounts will bear interest according to the terms of any applicable Agreement and this Charge; or
  - deem such default to be a Default under this Charge.
- Upon Default and notwithstanding any other right or action of the condominium corporation or of the Chargee, the Chargee may distrain for arrears of any assessments, instalments or payments due to the Chargee or arising under this provision.
- 13.10 **Chargee Not Responsible:** Nothing done by the Chargee under this section 13 will make the Chargee a chargee in possession.

### 14. Construction

- 14.1 **Conditions of Construction Loan:** In the event that any of the moneys advanced or to be advanced by the Chargee to the Chargor on the security of the Charge or any Agreement are intended to finance any improvement to the Property, the parties hereto covenant and agree that the following conditions shall apply:
- The Chargor will commence, carry out and complete the project, substantially in accordance with the plans, specifications and other material approved by the Chargee, all with due diligence, in a good and workmanlike manner and in accordance with all agreements made with, undertakings given to and all statutory and regulatory requirements of all governmental bodies and authorities having jurisdiction;

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- b. All construction on the Property shall be carried out by reputable contractors having experience which is commensurate to nature and size of the project to be constructed, which contractors must be prior approved by the Chargee in writing, such approval not to be unreasonably withheld;
- c. The renovations to the building and structures located on the Property having been commenced shall be continued in a good and workmanlike manner, with all due diligence and in accordance with the plans and specifications delivered to the Chargee and to the satisfaction of all governmental bodies and authorities having jurisdiction;
- d. Provided that should construction of the project cease for any reason whatsoever (strikes, material shortages and weather conditions beyond the control of the Chargor excepted), for a period of fifteen (15) consecutive business days, then, at the option of the Chargee, the Charge shall immediately become due and payable. In the event that construction does cease, then the Chargee shall have the right, at its sole option, to assume complete control of the construction of the project in such manner and on such terms as it deems advisable. The cost of completion of the project by the Chargee and all expenses incidental thereto shall be added to the Obligations as principal, together with a management fee of fifteen percent (15%) of the costs of the construction completed by the Chargee. All costs and expenses, as well as the management fee of fifteen percent (15%) added to the Obligations as principal and the Chargee shall have the same rights and remedies with respect to collection of same as the Chargee would have with respect to collection of the Obligations, without such addition, under the Charge or any Agreement or at law; and
- e. The Chargor shall pay to the Chargee on each occasion when an inspection of the Property is required to confirm construction costs to date and compliance with conditions for further advances, an inspection fee and/or an administration fee in such reasonable amount as the Chargee may charge from time to time for each such inspection and the Chargee's solicitors shall be paid their fees and disbursements for each subsearch and work done prior to each such advance and all such moneys shall be deemed to be part of the Obligations and the Chargee shall be entitled to all rights and remedies with respect to collection of same in the same manner as it would have with respect to collection of the Obligations under the Charge or any Agreement or at law.

14.2 **Multiple Credit Facilities and Purposes:** The Chargor and the Chargee acknowledge that the Charge is collateral security as otherwise provided for in the Charge, and, from time to time, may secure the amounts owing on multiple credit facilities. In the event that any credit facilities, for which the amounts owing constitute part of the Obligations, would otherwise cause the Charge to be considered a building mortgage, the advances under such credit facilities are and, for greater certainty, shall be deemed to, constitute separate advances from the balance of the Obligations, for the purpose of being afforded separate and distinct priority treatment under the *Construction Act* (Ontario) from the balance of the Obligations.

## 15. Subdivision

15.1 **Effect of Subdivision:** If the Property is subdivided:

- a. this Charge will charge each subdivided lot as security for payment and performance of all of the Obligations; and
- b. the Chargee is not required to discharge this Charge as a charge on any of the subdivided lots unless all the Obligations are paid and performed.

## 16. Spouse of the Chargor

16.1 **Consent of Spouse:** Unless such affidavits and other documents are separately delivered to the Chargee as required under Applicable Laws to release to the Chargee any claim or interest of a Spouse in and to the Property, any Spouse who is signing the Charge Form consents to the granting of this Charge by the Chargor and releases to the Chargee any claim or interest that the Spouse has or may have in the Property under Applicable Laws as far as such release is necessary to give effect to the Chargee's rights under this Charge.

## 17. Insured Loan and Securitized Loan Provisions

17.1 **National Housing Act:** All Insured Loans, for which the Loan Insurer is CMHC, are made pursuant to the *National Housing Act* (Canada).

17.2 **Priority of Insured Loan:** Subject to the provisions of Section 17.3 of these Charge Terms, if and for so long as a Loan secured by this Charge is an Insured Loan, then, the Insured Loan shall be separate and distinct from any other Loans that may be secured by this Charge, and, upon Default occurring, the Insured Loan will have priority over any other Loans secured by this Charge as to payment, collection, enforcement and realization.

17.3 **Securitized Programs Administered by CMHC:** Notwithstanding any other provisions of these Charge Terms and the provisions of all applicable Loan Documents, if an Insured Loan is included by the Chargee in a CMHC Program, then, only for so long as the Insured Loan is included in the CMHC Program:

- a. as against the Loan Insurer and the Program Administrator, the Chargee will refrain from exercising the security of the Charge for the benefit of any Loans except for the Insured Loan (without the Chargee in any way waiving, disclaiming or releasing the security of the Charge as against any Persons, including the Chargor, any guarantor and any Person taking an interest in the Property); and
- b. as against the Loan Insurer and the Program Administrator, the Chargee will refrain from exercising any available rights of consolidation, cross-collateralization or cross default that may exist in favour of the Chargee with regard to any Loans other than the Insured Loan.

17.4 **Cross Default:** Subject to the provisions of Section 17.3 of these Charge Terms, a Default occurring pursuant to any one Loan secured by this Charge, at the option of the Chargee, will be a Default under all other Loans secured by this Charge, and if any Loan is payable according to its terms on demand, then, upon such Default occurring with respect to one or more Loans secured by this Charge, the Chargee may demand payment of such Loan that is due on demand.

17.5 **Right to Freely Deal:** The Chargor acknowledges and agrees that, without the consent of or the giving of notice to the Chargor, the Chargee may (i) insure a Loan that is secured by this Charge with CMHC or any other Loan Insurer at any time and from time to time; (ii) sell, assign, syndicate or securitize any Loan secured by this Charge, together with the Loan and all related Loan Documents, to any other party or parties, including the Loan Insurer and/or Program Administrator, and any such parties shall thereafter have all the rights herein of the Chargee; and (iii) in connection with any sale, assignment, syndication or securitization, appoint or designate a custodian, nominee or agent, which custodian, nominee or agent may be or become the registered Chargee.

17.6 **No Right of Setoff:** Notwithstanding the provisions of any of the Loan Documents or of Applicable Laws, the Chargor expressly waives any right of setoff that the Chargor may have at law or otherwise with regard to amounts that may be owed under any Loans secured by this Charge.

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**18. General**

- 18.1 Who this Charge Binds:** This Charge binds the Chargor, a Spouse (if any Spouse is signing the Charge Form) and their respective heirs, personal representatives, successors, executors, administrators and assigns.
- 18.2 Amendments:** Any agreement to make material changes to this Charge will apply to those who agree to the changes in writing.
- 18.3 Joint and Several Obligations:** Each Person who signs this Charge as a Chargor is jointly and severally liable for the payment and performance of all of the Obligations.
- 18.4 Unenforceable Provisions:** If any part of this Charge is not enforceable or invalid, all other parts of this Charge will remain in full effect and be enforceable against the Chargor.
- 18.5 Chargee May Make Changes:** The Chargee may, without consent or notice, assign, grant security interests in or otherwise dispose of all or some of the Obligations or this Charge.
- 18.6 Responsibility of Chargee:** The Chargee is only liable to the Chargor for the Chargee's wilful misconduct or gross negligence.
- 18.7 Chargee May Delegate:** The Chargee may delegate the exercise of its rights or the performance of its obligations to another Person. In that event, the Chargee may furnish that Person with any information it may have concerning the Chargor or the Property.
- 18.8 Headings:** Headings in the Charge do not form part of this Charge but are used only for easy reference.
- 18.9 Interpretation:** In this Charge, the singular includes the plural and vice versa.
- 18.10 Conflicts Between Documents:** If there is a conflict between any provision of this Charge and the Credit Agreement, the relevant provision in the Credit Agreement will prevail to the extent of the conflict.
- 18.11 Further Assurances of the Chargor:** At the request of the Chargee, the Chargor will execute such further documents as may be required by the Chargee to more fully give effect to this Charge.
- 18.12 Extent of Estate:** For better securing to the Chargee the payment and the performance of the Obligations, the Chargor hereby charges and mortgages to the Chargee all of the Chargor's estate and interest in the Property.
- 18.13 Power of Attorney:** In consideration of the mutual promises of the Chargee and the Chargor in this Charge, the Chargor grants to the Chargee, with full power of substitution, an irrevocable power of attorney coupled with an interest to perform any action or to sign any document required to allow the Chargee to fully exercise the rights granted under this Charge or any Agreement and to deal with the Property, including, without limitation, executing any documents or consents required in connection with the appointment of a receiver. The Chargor ratifies in advance all actions of the Chargee pursuant to such power of attorney and confirms that the Chargee is not liable for any loss sustained by the Chargor or any other Person resulting from any such action or any failure to act.
- 18.14 Rights and Remedies:** The Chargee may exercise all rights and remedies in this Charge, any Agreement or under Applicable Laws, concurrently, cumulatively, independently and in such order and combination and at such times as the Chargee sees fit. In doing so, the Chargee is not obligated to exhaust any one right or remedy before exercising any of its other rights or remedies.
- 18.15 Privacy Provisions:** The Chargor irrevocably consents to the Chargee releasing and disclosing to those parties described in Section 18.16 a. through e. below, their authorized agents and solicitors requesting the same, any and all information, whether confidential or not, in its possession regarding the Property or Obligations, including, without limitation, details of the balance owing, any Default (existing or prior) and like matters.
- 18.16 Consent:** Without limiting the provisions of Section 18.15, in connection with the processing, approving, funding, servicing, and administering, or any sale, securitization, or financing of all or any part of the Obligations, including any Loan or the related Loan Documents, or any interest therein, or for loan insurance or regulatory purposes, the Chargee and any other Person (including a Loan Insurer or Program Administrator) having or subsequently acquiring any interest in all or any part of the Obligations, including any Loan or the related Loan Documents, from time to time may release, disclose, exchange, share, transfer, and assign from time to time, as it may determine in its sole discretion, all information and materials (including personal information and the documents referred to in Section 18.15 of these Charge Terms) provided to or obtained by or on behalf of the Chargee relating to the Obligations, including any Loan or the related Loan Documents, the Chargor or the Property (both before and after any advance, re-advance, and/or Default) without restriction and without notice to or the consent of the Chargor, any guarantor, or any other Person, to:
- a. any Person having or proposing to acquire any interest in all or any part of the Obligations, including any Loan or the related Loan Documents, from time to time (including their respective advisors, agents, lawyers, accountants, consultants, appraisers, credit verification sources, custodians, credit rating agencies, servicers or other securitization participants),
  - b. a Loan Insurer, if applicable,
  - c. a Program Administrator, if applicable,
  - d. any governmental authority having jurisdiction over the Chargee or any of its activities, and
  - e. any other Person in connection with any collection or enforcement proceedings taken under or in respect of all or any part of the Obligations, including any Loan or the related Loan Documents from time to time.

The Chargor irrevocably consents to the collection, obtaining, release, disclosure, exchange, sharing, transfer, and assignment of all such information and materials. The Chargee may also use and disclose your personal information according to the Chargee's privacy policies, which may be obtained by contacting a representative of the Chargee.

- 18.17 Statutory References:** Unless expressly stipulated or otherwise required by the context, all references in the Charge to any federal, provincial or municipal statute, regulation, by-law, order, directive or other governmental enactment shall be deemed to be and construed as a reference to the same as amended, replaced or re-enacted from time to time.

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**SCHEDULE 1**  
**LEASEHOLD CHARGE**

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1. **Definition:** For the purposes of this Schedule 1, "Lease" means a lease, or any sublease, pursuant to which the Chargor has a leasehold interest, if any, in the Property;
2. **Application to Leases:** If all or any part of the Property is held by way of a leasehold interest, this Schedule forms part of this Charge and this Charge is to be construed as a charge upon the unexpired term of the Lease less the last day of that term.
3. **Chargor Promises:** The Chargor represents to the Chargee that:
  - (a) the Chargor has provided to the Chargee a true and complete copy of the Lease;
  - (b) the Lease is held by the Chargor subject only to those charges and encumbrances that are registered in the appropriate registry of deeds, land titles or land registration office at the time the Chargor signs this Charge;
  - (c) the Lease is in good standing;
  - (d) the Chargor has complied with all the Chargor's promises and agreements contained in the Lease;
  - (e) the Chargor has paid all rent that is due and payable under the Lease;
  - (f) the Lease is not in default; and
  - (g) the Chargor has the right to charge the Lease to the Chargee.
4. **Chargor's Obligation:** Where the interest charged is a leasehold interest, the Chargor will:
  - (a) comply with the Lease and not do anything that would cause the Lease to be terminated;
  - (b) immediately give to the Chargee a copy of any notice or request received from the landlord;
  - (c) maintain the Lease in good standing, and to renew the Lease or enter into a new lease agreement for the Property from time to time, so long as the Charge or Obligations are outstanding;
  - (d) immediately notify the Chargee if the landlord advises the Chargor of the landlord's intention to terminate the Lease before the term expires; and
  - (e) sign any other document the Chargee requires to ensure that any greater interest in the Property that is acquired by the Chargor is charged by this Charge.
5. **Default Under Lease:** Any default under the Lease is a Default under this Charge.
6. **No Changes to Lease:** The Chargor promises the Chargee that the Chargor will not, without first obtaining the written consent of the Chargee:
  - (a) surrender or terminate the Lease; or
  - (b) agree to change the terms of the Lease.
7. **Chargee May Perform:** The Chargee may perform any promise or agreement of the Chargor under the Lease. Any amounts paid by the Chargee pursuant to the Lease shall be added to and form part of Costs.
8. **Chargee Not Responsible:** Nothing done by the Chargee under this Schedule 1 will make the Chargee a chargee in possession.

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**ACKNOWLEDGMENT**

**TO: National Bank of Canada**

**RE: National Bank of Canada (the "Lender")  
COMMCACHE ASSET MANAGEMENT INC. (the "Borrower")  
SECURED BY 199-215 John Street East, Blenheim, Ontario N0P  
1A0 (the "Property")**

The undersigned, being the mortgagor in the above transaction, hereby acknowledges receiving a copy of Standard Charge Terms No. 201815 before signing the above charge and understands that the said Standard Charge Terms are incorporated by reference into such charge.

**DATED** at 2/25/2022  
BARRIE, Ontario, this \_\_\_\_ day of February, 2022.

**COMMCACHE ASSET MANAGEMENT INC.**

DocuSigned by:  
Per: Benjamin Oakes  
65452E75DE7046B  
Name: Benjamin Oakes  
Title: President

I have authority to bind the Corporation.

**STANDARD CHARGE  
TERMS**

(Ontario)

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Filed in Ontario as Standard Charge Terms No. 201815.

The following set of Charge Terms shall be deemed to be included in every charge in which the set is referred to by its filing number as provided in Section 9 of the *Land Registration Reform Act* of Ontario, R.S.O. 1990, c. L.4, as amended or replaced from time to time.

The covenants deemed to be included in a charge by Section 7(1) of said act are excluded from the Charge.

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**1. Meanings and Definitions****1.1 Definitions:** In these Charge Terms:

“Agreement” means any agreement or document, now or in the future, that gives rise or relates to any Obligations, and any renewals, extensions, amendments, replacements, restatements and substitutions of such agreement or document.

“Applicable Laws” means all applicable federal, provincial and municipal laws, statutes, regulations, rules, by-laws, policies and guidelines, orders, permits, licenses, authorizations, approvals and all applicable common laws or equitable principles whether now or hereafter in force and effect.

“Charge” means, together, the Charge Form and these Charge Terms.

“Charge Form” means the form, stipulated by Applicable Laws, to which these Charge Terms are attached or incorporated by reference.

“Charge Terms” means the terms and conditions contained in this document.

“Chargee” means National Bank of Canada and includes any Person to whom National Bank of Canada transfers this Charge.

“Chargee’s Address” means the address shown on the Charge Form or the most recent address provided in a written notice given by the Chargee to the Chargor under these Charge Terms.

“Chargor” means the Person or Persons named in the Charge Form as chargor.

“Chargor’s Address” means the address of the Chargor set out in the Charge Form or the most recent address provided in a written notice given by the Chargor to the Chargee under these Charge Terms.

“Condominium Documents” has the meaning given to such term in subsection 13.2.

“Costs” means all costs of the Chargee (and interest on all such costs from the date incurred until paid to the Chargee) for:

- (i) preparing, executing and registering any Agreement or this Charge and any such costs in extending credit to the Chargor or qualifying the Chargor for such purpose;
- (ii) enforcing the Charge or any Agreement;
- (iii) any protective disbursements or just allowances paid by the Chargee that may be added to the Obligations or are otherwise secured by this Charge;
- (iv) any Receiver or other Person appointed with similar powers (under this Charge or otherwise) and such Receiver’s or Person’s costs in regard to the Property;
- (v) obtaining assessments of the condition of the Property, such as environmental assessments;
- (vi) complying with any requirements of Applicable Laws in regard to the Property or the Charge;
- (vii) performing any of the obligations of the Chargor under the Charge or any Agreement, such as the costs incurred in removing any lien from title to the Property that is in breach of this Charge (whether or not having priority over the Charge) or paying Taxes; and

(viii) in the case of all of the above items, all legal fees and disbursements of the Chargee, or a Receiver, on a full solicitor-client or substantial (i.e. full) indemnity basis.

“Court” means a court or judge having jurisdiction under Applicable Laws.

“Credit Agreement” has the meaning ascribed thereto in the Charge Form.

“Default” means any default occurring under this Charge.

“Obligations” means all obligations, indebtedness and liabilities of the Chargor to the Chargee, present and future, direct and indirect, absolute and contingent, matured or not, wherever incurred, now or at any time due or owing by the Chargor to the Chargee or remaining unpaid by the Chargor to the Chargee, whether reduced from time to time and afterwards increased or entirely extinguished and afterwards incurred again (such as a revolving line of credit), whether arising by way of an Agreement or otherwise, whether arising from dealings between the Chargee and the Chargor or from other dealings or proceedings by which the Chargee may be or become in any manner a creditor of the Chargor, whether incurred by the Chargor as principal, surety or otherwise and whether incurred by the Chargor alone or with others.

“Person” means a natural person, corporation, company, partnership, joint venture, unincorporated organization, trust, government or any other entity.

“Place of Payment” means the Chargee’s Address or any other place specified in a written notice given by the Chargee to the Chargor.

“Property” means the lands described in the Charge Form, together with all buildings, structures, and improvements of any nature or kind now or hereafter located on such lands, and all fixtures, rents and all other appurtenances thereto.

“Receiver” means a receiver, a manager, a receiver and manager, or any other similar Person appointed in regard to the Property, or any part of the Property, and the rents and profits of and from such Property, which receiver may be an officer or officers or employee or employees of the Chargee, though need not be.

“Spouse” means spouse or common-law partner.

“Taxes” means all taxes, rates and assessments of every kind that are payable by any Person in connection with this Charge, the Property or its use and occupation, or arising out of any transaction between the Chargor and the Chargee, but not including the Chargee’s income taxes.



## 2. Continuing Security

- 2.1 **Charge of Property:** The Chargor, hereby grants, mortgages and charges the Property to the Chargee as continuing security for payment and performance of the Obligations.
- 2.2 **Limitation:** This Charge will secure at any one time only that portion of the principal component of the Obligations at such time up to the registered amount shown on the Charge Form (which may be identified on such form as the principal amount), together with (i) interest (at the rate specified in this Charge) on such portion of the Obligations and (ii) Costs.
- 2.3 **Chargee Not Required to Advance Money:** The Chargee is not obliged to advance to the Chargor any money under this Charge, whether or not this Charge is registered, and nothing in this Charge obliges the Chargee to make any advances of money to the Chargor.
- 2.4 **No Discharge:** By entering into this Charge, the Chargor and Chargee do not intend that any Agreement is to be extinguished, superseded or discharged. If a judgment is obtained from a Court concerning some or all of the Obligations, the Chargor and Chargee do not intend that the remaining Obligations will be extinguished, superseded or discharged or that the Chargee will be prevented from exercising any of its remaining rights under any Agreement, this Charge or Applicable Laws.
- 2.5 **No Prejudice to Other Security:** The Chargee may take guarantees or security from other Persons or take other security from the Chargor, or grant time, renewals, extensions, indulgences, releases and discharges to the Chargor and other Persons, relating to the Obligations, without prejudicing the rights and remedies of the Chargee under this Charge.
- 2.6 **Possession of Property:** The Chargor may continue to remain in possession of the Property as long as the Chargor is not in Default.
- 2.7 **Discharge of Charge:** When all Obligations are satisfied in full by the Chargor, and the Chargor has no further liability under any Agreement, and the Chargee has no obligation to make any further advances or extend credit under any Agreement, this Charge will have no further effect and the Chargor will be entitled to obtain a discharge of this Charge. The Charge shall not be or be deemed to be considered as satisfied, exhausted or discharged by any intermediate payment or satisfaction of the whole or part or parts of the Obligations at any time or from time to time, but shall constitute and be a continuing security to the Chargee for the payment, fulfillment and performance of all of the Obligations from time to time unpaid or unfulfilled. Where the Chargor is entitled to such discharge of this Charge, the discharge will be prepared and signed by the Chargee and is to be registered by the Chargor, at the Chargor's expense, in the appropriate registry of deeds, land titles or land registration office to cause cancellation, release or discharge of this Charge against the Property.

## 3. Interest

- 3.1 **Calculation of Interest:** Any interest that is chargeable on and forms part of the Obligations is payable at the rate or rates and with the frequency specified by the terms of an Agreement and this Charge, both before and after any Default, any maturity of the Obligations to which the interest relates and any judgment obtained with respect to the Obligations to which the interest relates, until all such interest and the Obligations to which the interest relates have been paid in full. Interest unpaid when due in accordance with the terms of an Agreement and this Charge will be added to the Obligations and will bear compound interest at the rate or rates and with the frequency specified by the terms of an Agreement and this Charge. If the interest rate for any amount payable under this Charge is not specified by the terms of any Agreement or this Charge, then such interest will be payable at the rate and with the frequency and otherwise in accordance with Applicable Laws.
- 3.2 **Maximum Interest:** If the interest rate or rates under the terms of an Agreement and this Charge exceed the maximum rate permitted by Applicable Laws, then, notwithstanding the terms of said Agreement and this Charge, the interest rate will be deemed to be such maximum rate.
- 3.3 **Rate of interest on Charge Form:** If a rate of interest is set out on the Charge Form, the rate or rates of interest on the Obligations will nonetheless be the rate or rates specified by the terms of any applicable Agreement, but if none is so specified for any portion of the Obligations, then the applicable rate of interest for such Obligations will be that which is set out on the Charge Form.
- 3.4 **Interest on Costs:** Costs form part of the Obligations and if Costs arise, the Chargor will pay interest on such Costs on demand (and interest on overdue interest), from the time the Costs arise. The interest rate on Costs will be determined in accordance with subsections 3.1, 3.2 and 3.3.

#### 4. Payment

- 4.1 **Payment on Demand:** The Chargor will pay to the Chargee the outstanding amount of the Obligations immediately on demand by the Chargee, unless the terms of an Agreement and this Charge provide otherwise.
- 4.2 **Application of Payments:** Each payment will be applied as set out in the applicable Agreement. If an Agreement does not specify the manner in which payments will be applied, each payment will be applied firstly to Costs and secondly to other Obligations, as the Chargee will determine. Payments do not discharge the Charge otherwise than in accordance with subsection 2.7.
- 4.3 **Payment from Advances:** At the option of the Chargee, any (i) payments due under the Charge; (ii) Costs; and (iii) any other amounts owing by the Chargor to the Chargee may be deducted from any or all advances made by the Chargee to the Chargor.
- 4.4 **Time and Place of Payment:** Amounts payable by the Chargor pursuant to the Charge or any Agreement shall be paid on the date that they are due at such place as the Chargee may advise from time to time in the applicable currency. The Chargee may also advise as to the time of day by which payment of amounts due on that day must be made, following which an additional day's interest shall be payable. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day.

#### 5. Taxes

- 5.1 **Payment of Taxes by Chargor:** Without limiting any promise the Chargor has made to the Chargee in any Agreement concerning the payment of Taxes, the Chargor promises to pay all Taxes when they are due and any other debt that could rank prior to this Charge and to send to the Chargee at the Place of Payment, within thirty days of the payment due date for such Taxes, evidence that such payments have been made. If the Chargor fails to pay Taxes as required, the Chargee may, but is not obligated to, pay the Taxes, and any such amount paid by the Chargee will be included as Costs and form part of the Obligations.
- 5.2 **Government Assistance:** The Chargor promises to apply for all government grants, assistance and rebates in respect of Taxes.

#### 6. Other Promises of the Chargor

- 6.1 **Chargor Promises:** The Chargor promises:
- a. to comply with all terms and conditions of any charge or encumbrance of the Property;
  - b. to pay and perform all Obligations, and to comply with all terms of this Charge and any applicable Agreement;
  - c. to keep all buildings and improvements forming part of the Property in good condition and to repair them as needed or as the Chargee reasonably requires and not to alter or tear down any building or part of a building forming part of the Property, except in accordance with the prior written consent of the Chargee;
  - d. to enforce and maintain in good standing all warranties and insurance relating to buildings and improvements forming part of the Property;
  - e. to comply with Applicable Laws affecting the condition (such as the environmental condition), repair, use and occupation of the Property;
  - f. to do all things and sign any other document that the Chargee reasonably requires to ensure that the Obligations remain secured by this Charge and that the Charge has priority over any other security over the Property, except as may otherwise be agreed to by the Chargee;
  - g. not to do or fail to do anything that has the effect of reducing the value of the Property or lowering the priority of this Charge and any other security in favour of the Chargee (the Chargor is to promptly inform the Chargee of any fact or event that could adversely affect the value of the Property or the financial condition of the Chargor or that could lower the priority of this Charge or other security held by the Chargee for the Obligations);
  - h. if the Chargor has rented the Property, and if the Chargee so requests, to keep records of all rents received and of all expenses paid by the Chargor in connection with the Property, and, at least annually, have a statement of revenue and expenses for the Property prepared by a chartered accountant, and to give a copy of the statement to the Chargee;

- i. to insure and keep insured all buildings and improvements on the Property for not less than their full replacement value until this Charge is discharged, including, without limitation, (i) risks of loss or damage by fire with extended perils coverage and such additional perils, risks or events against which a prudent owner would insure the Property; (ii) risks of loss and damage by explosion of, or caused by, any boiler or similar equipment, against loss or damage caused by a sprinkler system; and (iii) risks of loss from damage to or destruction of the Property resulting in interruption to or loss of revenue, rental income, or business income from the Property;
- j. to send to the Chargee a copy of all insurance policies and renewals of same upon receipt and to ensure that all insurance policies required under this Charge are carried with a company approved by the Chargee and contain charge clauses approved by the Insurance Bureau of Canada confirming that loss proceeds are payable to the Chargee, that the Chargee has the right to receive and to have a lien on the loss proceeds in accordance with its priority established under this Charge (the Chargor hereby assigns to the Chargee all amounts payable under any of these policies), and that the insurer will promptly advise the Chargee of (i) any cancellation, or proposed cancellation of a policy by the insurer for any reason, (ii) any failure by the insurer to renew a policy for any reason and (iii) any material change in the risk insured by the insurer, if required by the Chargee;
- k. on the happening of any damage, to furnish all necessary proofs to the Chargee and do all necessary acts to enable the Chargee to obtain payment of the insurance proceeds, with the intention that the Chargee, in its discretion, may allow the Chargor to use the insurance proceeds to repair or rebuild the Property or may use such insurance proceeds to reduce the Obligations, whether due or not;
- l. if the Chargee requires the Chargor to do so, to arrange for payments on account of Obligations to be made by pre-authorized withdrawals from an account of the Chargor;
- m. to pay any money, which, if not paid, would result in a default under any charge or encumbrance having priority over this Charge or which might result in the sale of the Property;
- n. to pay when due all amounts owing to any governmental authorities or bodies which, if unpaid, would give such governmental bodies or authorities recourse for such amounts in priority to the Charge or any Agreement;
- o. that it is not a "farmer" within the meaning of the Farm Debt Mediation Act, S.C. 1997, C.21, and in the event that the Chargor becomes a "farmer" within the meaning of the said act at any time during the term of the Charge, the Chargor agrees to provide the Chargee with written notice of this fact forthwith;
- p. will pay all utility and fuel charges related to the Property as and when they are due, and will not allow or cause the supply of utilities or fuel to the Property to be interrupted or discontinued; and
- q. to pay and cause to be discharged any liens or encumbrances over the Property that are not liens or encumbrances permitted by the Chargee under this Charge or any Agreement.

**6.2 Promises regarding the Property:** The Chargor promises and declares to the Chargee that:

- a. the Chargor:
  - (i) has good title to the Property;
  - (ii) has the right to give the Chargee this Charge and that on Default the Chargee can have quiet possession of the Property free from all encumbrances; and
  - (iii) will execute such further assurances of title to the Property as may be required by the Chargee;
- b. the Chargor's title to the Property is subject only to those charges and encumbrances that the Chargee has agreed to in writing;
- c. subject to paragraph (b) above, the Chargor:
  - (i) has not given or is not in the process of giving any other charge or encumbrance against the Property; and
  - (ii) has no knowledge of any other claim against the Property.

## 7. Promises between the Chargor and the Chargee

- 7.1 **Chargee May Fulfill Chargor's Obligations:** The Chargee may, but is not required to, fulfill any of the obligations of the Chargor under the terms of an Agreement, this Charge or the Obligations, or spend any money to perform any such obligations.
- 7.2 **Subsequent Interests:** By this Charge, the Chargor grants and mortgages any additional or greater interest in the Property that the Chargor may later acquire.
- 7.3 **Inspection of Property:** The Chargee or its agents may, at any reasonable time, inspect the Property and any buildings and improvements which form part of it, or have it appraised from time to time. In addition, the Chargee or its agents may conduct, at any reasonable time, any environmental testing, site assessment, investigation, or study that the Chargee or its insurer considers necessary. The reasonable cost of any inspection, appraisal, testing, assessment, investigation or study will be immediately due and payable by the Chargor and will form part of the Costs. The Chargee or its insurer, or their respective agents, will not become a chargee in possession by exercising these rights.
- 7.4 **Repairs by Chargee:** The Chargee, in its sole discretion, may enter the Property at any reasonable time to inspect the Property and request the Chargor to make any repairs that the Chargee deems necessary, at the cost of the Chargor, but, just by doing so, the Chargee will not become a chargee in possession nor will the Chargee be under any obligation to make any repairs to the Property.
- 7.5 **Chargee not Responsible for Maintenance:** If the Chargee takes possession of the Property, the Chargee will not be responsible for maintaining and preserving the Property or maintaining the use for which the Property is intended, except to the extent required by Applicable Laws, and the Chargee need only account to the Chargor for any money the Chargee actually receives in connection with this Charge or the Property while in possession of the Property.
- 7.6 **Notice to Chargee:** Any notice by the Chargor to the Chargee may be delivered at or sent by registered mail to the Chargee's Address.
- 7.7 **Notice to Chargor:** Any notice by the Chargee to the Chargor may be delivered at or sent by registered mail to the Chargor's Address.
- 7.8 **When Notice Received:** Any notice given by mail in accordance with this Charge is considered to have been received five days after the day on which it was mailed.
- 7.9 **Mail Strike or Disruption:** Any notice to be given during a mail strike or disruption must not be sent by mail.
- 7.10 **No Release on Sale:** The Chargor is not released from the Obligations because the Chargor transfers or otherwise conveys, or purports to transfer or otherwise convey, the Property or any interest therein.
- 7.11 **Other Charges:** If the Chargor has mortgaged, charged or granted any interest or security in any other property to the Chargee to secure payment of any of the Obligations, the Chargee may take all proceedings under any of those mortgages, charges, grants of interest or security as the Chargee decides and as permitted by Applicable Laws.
- 7.12 **Consolidation with Other Charges:** The Chargee is entitled to treat this Charge as one with any other charges given now or in the future by the Chargor to the Chargee, so that the Chargee can require that the requirements of all such charges, and this Charge, have to be satisfied in full before the Chargee will be obligated to give a discharge of any of those charges or this Charge.
- 7.13 **Chargee May Release Part of Property:** Whether or not the Chargee receives any value, at all times the Chargee may release any part or parts of the Property or any other security or any other Person's promise for payment or performance of all or any part of the Obligations without being accountable to the Chargor except for the money the Chargee actually receives. Notwithstanding any such release, the Property, security and promises of the Chargor and other Persons remaining unreleased will remain in effect for payment and performance of the Obligations.

## 8. Defaults

- 8.1 **Events of Default:** A Default occurs under this Charge if:
- the Chargor fails to pay or perform any of the Obligations at the time and in the manner required by the terms of any Agreement or by this Charge;
  - any statement, certification, representation, covenant or agreement of the Chargor or a guarantor given to the Chargee in connection with any Obligations is or becomes untrue or misleading;

- c. the Chargor breaches any promise, condition or agreement which the Chargor has made to the Chargee in this Charge or the Chargor or any other Person breaches a promise, condition or agreement in any Agreement;
- d. the Chargor ceases to carry on its business, becomes insolvent or bankrupt, becomes subject to insolvency, reorganization, arrangement or similar proceedings affecting the rights of creditors;
- e. the Property is abandoned or ceases to be used as currently used;
- f. the Property or any part of it is expropriated or condemned;
- g. the Chargor sells or agrees to sell all or any part of the Property or the Chargor leases it or any part of it without the prior written consent of the Chargee, which may be refused at the sole discretion of the Chargee;
- h. the Chargor gives another charge of the Property to someone other than the Chargee without the prior written consent of the Chargee;
- i. any type of lien whatsoever, such as a mechanic's, builder's, or construction lien, judgment or any similar encumbrance is registered against the Property or the Chargee receives notice that a lien or judgment will be obtained, unless prior written consent is obtained from the Chargee for each instance of lien, judgement or encumbrance;
- j. the Property is subject to foreclosure proceedings, judicial sale, or otherwise seized by another chargee, encumbrancer, writ holder, receiver, or any agent of one of those, or any other Person performing similar functions;
- k. improvements to the Property remain unfinished and no work has been done for a period of fifteen consecutive days;
- l. the Chargor is in default under any lease of the Property; or
- m. an event occurs which is stated to be a Default under this Charge.

8.2 **Chargee Determines Default:** The Chargee, in its sole discretion, will determine whether any Default has occurred.

## 9. Consequences of a Default

- 9.1 **Chargor's Rights Cease Upon Default:** Upon a Default occurring, the Chargor is not entitled to exercise any rights or entitlements under this Charge or any Agreement.
- 9.2 **Chargee's Rights on Default:** If a Default occurs, the Chargee, where and to the extent permitted by Applicable Laws, and then in any order that the Chargee chooses, may do any one or more of the following:
- a. demand immediate payment or performance of any or all of the Obligations, in which case such Obligations will become immediately due and payable;
  - b. sue the Chargor for money that is due in respect of the Obligations;
  - c. take proceedings and any other legal steps to compel the Chargor to satisfy or perform the Obligations;
  - d. enter upon and take possession of the Property;
  - e. sell the Property and any other property mortgaged by the Chargor to the Chargee by public auction or private sale on terms decided by the Chargee, including selling the Property for cash or credit or any combination of the two:
    - (i) on thirty-five days notice to the Chargor if the Default has continued for fifteen days (or longer or \_\_\_\_\_ other \_\_\_\_\_ period, if required by Applicable Laws); or
    - (ii) without notice to the Chargor if the Default has continued for sixty days or more (if and to the extent permitted by Applicable Laws);
  - f. lease the Property on terms decided by the Chargee:



- (i) on fifteen days notice to the Chargor if the Default has continued for fifteen days (or longer or other period, if required by Applicable Laws); or
    - (ii) without notice to the Chargor if the Default has continued for thirty days or more (if and to the extent permitted by Applicable Laws);
  - g. apply to a Court for an order that the Property be sold on terms approved by the Court;
  - h. apply to a Court to foreclose the Chargor's interest in the Property so that when the Court makes its final order of foreclosure the Chargor's interest in the Property will be absolutely vested in and belong to the Chargee;
  - i. apply to a Court to have a receiver or receiver and manager or comparable officer of the Court appointed with respect to the Property or appoint a Receiver of the Property under this Charge;
  - j. enter upon and take possession of the Property without the permission of anyone and make any arrangements the Chargee considers necessary to:
    - (i) inspect, lease, collect rents or manage the Property;
    - (ii) complete the construction of any building on the Property; or
    - (iii) repair any building on the Property; and
  - k. take whatever action is necessary to take, recover and keep possession of the Property.
- 9.3 **Powers of the Court:** Nothing in subsection 9.2 affects the jurisdiction of the Court.
- 9.4 **Application of Proceeds:** Any payments made in respect of the Obligations from money or other proceeds realized from the enforcement of the Chargee's remedies including proceeds realized under this Charge, may be applied and reapplied notwithstanding any previous application on such part or parts of the Obligations as the Chargee decides or may be held unappropriated in a separate collateral account for such time as the Chargee decides.
- 9.5 **Deficiency After Sale:** Subject to Applicable Laws, if the proceeds available from realizing upon the Property pursuant to this Charge are not sufficient to pay all the Obligations, the Chargor will pay to the Chargee on demand the amount of the deficiency.
- 9.6 **Chargee's Rights After Judgment:** If the Chargee obtains judgment against the Chargor as a result of a Default, the remedies described in subsection 9.2 may continue to be used by the Chargee to compel the Chargor to pay and perform the Obligations. The Chargee will continue to be entitled to receive interest on the Obligations, in accordance with and in the manner provided for such interest under the terms of an Agreement and this Charge, until the judgment is paid in full.
- 9.7 **No Waiver of Rights:** If the Chargee does not exercise any of the Chargee's rights on the happening of a Default or does not ask the Chargor to cure such Default, the Chargee is not prevented from later compelling the Chargor to cure that Default or exercising any of those rights in connection with that Default or any later Default of the same or any other kind.

## 10. Construction of Buildings or Improvements

- 10.1 **No Construction, Alteration or Addition Without Consent:** The Chargor will not construct, alter or add to any buildings or improvements on the Property without the prior written consent of the Chargee, and then, only in accordance with accepted construction standards, building codes and municipal or government requirements and, if provided by any Agreement, plans and specifications approved by the Chargee.

## 11. Rental and Assignment of Rent

- 11.1 **Chargee to Approve Rental:** If the Property or any part of the Property is currently used as owner-occupied residential premises, the Chargor represents that no part of the Property is rented or occupied by a tenant and the Chargor promises not to rent, lease or enter into a tenancy agreement of any part of the Property without obtaining the Chargee's prior written approval, which approval may be refused at the sole discretion of the Chargee.
- 11.2 **Assignment:** If the Property or any part of the Property is used or intended to be used as rental premises, the Chargor:

- a. must deliver to the Chargee a copy of all leases related to the Property and will provide any and all information related to the rents on the Chargee's request;
  - b. will only lease the Property at a value corresponding to a lease at the fair market value and will not accept payment in advance of more than one month's rent; and
  - c. assigns, as additional and separate security for the Obligations, all existing and future rents and leases relating to the Property. In particular, the Chargor transfers and assigns to the Chargee as security:
    - (i) all leases, lease agreements, sub-leases, and offers to lease, and their renewals, whether in writing or not;
    - (ii) all rents and other money payable under the terms of all such leases, sub-leases, offers to lease, and agreements; and
    - (iii) all the Chargor's rights under such leases, sub-leases, offers to lease, and agreements.
- 11.3 **Receipt of Rents:** Notwithstanding subsection 11.2, the Chargee will allow the Chargor to receive the rents as long as the Chargor is not in Default. If the Chargee withdraws this authorization, the Chargee may collect such rents and revenues and will be entitled to a reasonable commission or other remuneration, which it may deduct from any amounts collected. Subsection 9.4 will apply to the proceeds of such collection by the Chargee.
- 11.4 **Chargee Not Responsible:** Nothing done by the Chargee under this section 11 will make the Chargee a chargee in possession or will have the effect of making the Chargee responsible for collecting rent or complying with any terms of any lease or agreement.

## 12. Receiver

- 12.1 **Chargee May Appoint Receiver:** Upon Default, the Chargee or the Chargee as agent or attorney for the Chargor (with no such appointment being revocable by the Chargor), with or without entering into possession of the Property or any part thereof, may appoint in writing a Receiver and may remove any such Receiver and appoint a new Receiver in the place and stead of any previously appointed Receiver. For the purposes of the appointment of a Receiver, a statutory declaration of an officer of the Chargee as to a Default shall be prima facie evidence thereof; provided, however, that the Chargor shall not be prejudiced as a result of such statutory declaration from arguing that a Default has not, in fact, occurred.
- 12.2 **Powers of Receiver:** Subject to Applicable Laws, the Receiver:
- a. will be deemed to be the Chargor's irrevocable agent or attorney, vested with all rights, powers and discretions of the Chargor, and the Chargor will be solely responsible for the Receiver's acts or omissions;
  - b. has power, either in the Chargor's name or in the name of the Chargee, to demand, recover and receive income from the Property and start and carry on any action or court proceeding to collect that income;
  - c. may lease or sublease the Property or any part of it on terms and conditions that the Receiver chooses;
  - d. may complete the construction of or repair any improvement on the Property;
  - e. may take possession of all or part of the Property;
  - f. may manage the Property and maintain it in good condition;
  - g. may sell all or part of the Property in priority to all charges or encumbrances ranking subsequent in priority to the Charge;
  - h. has the power to perform, in whole or in part, the Chargor's duties under the terms of the Agreements, this Charge and the Obligations; and
  - i. has the power to do anything that, in the Receiver's opinion, will maintain and preserve the Property or will increase or preserve the value or income potential of the Property.
- 12.3 **Use of Income by Receiver:** From income received from the Property, the Receiver may, subject to Applicable Laws, in any order the Receiver chooses, (i) retain enough money to pay or recover the cost to collect the income and to cover other disbursements; (ii) retain its commission, fees and disbursements as receiver; (iii) pay all Taxes and the cost of maintaining the Property in good repair, completing the construction of any building or improvement on the Property, supplying goods, utilities and services to the Property and taking steps to preserve the Property from damage by weather, vandalism or any other cause;

(iv) pay any money for matters required to be paid by the Receiver under Applicable Laws, or that might, if not paid, result in a default under any charge or encumbrance having priority over this Charge or that might result in the sale of the Property if not paid; (v) pay Taxes in connection with anything the Receiver is entitled to do under this Charge; (vi) pay interest to the Chargee that is due and payable; (vii) pay all or part of the Obligations to the Chargee whether or not it is due and payable; (viii) pay any other money owed by the Chargor under this Charge; and (ix) pay insurance premiums.

- 12.4 **Receiver May Borrow:** The Receiver may borrow money for the purpose of doing anything the Receiver is authorized to do.
- 12.5 **Chargor Responsible for Borrowing by Receiver:** Any money borrowed by the Receiver from the Chargee, and any interest charged on that money and all the costs of borrowing, will form part of the Obligations and will bear interest at the rate and to be paid with the frequency provided under the applicable terms upon which such money was borrowed.
- 12.6 **Receiver's Costs and Expenses:** The fees and disbursements of the Receiver, if paid by the Chargee, will form part of the Obligations and will bear interest according to the terms of any applicable Agreement and this Charge.
- 12.7 **Chargee Not Responsible:** Nothing done by the Receiver under this section 12 will make the Chargee a chargee in possession, and the Chargor hereby releases and discharges the Chargee and every Receiver from every claim of every nature, whether sounding in damages for negligence or trespass or otherwise, which may arise or be caused to the Chargor or any Person claiming through or under it by reason or as a result of anything done by the Chargee or any Receiver under the provisions of this section 12. The Chargor agrees to ratify and confirm all actions of any Receiver taken or made pursuant to this provision and agrees that neither the Receiver nor the Chargee will be liable for any loss sustained by the Chargor or any other Person resulting from any such action or failure to act.

### 13. Condominium Provisions

- 13.1 **Condominium Provisions:** This section 13 applies if the Property is or becomes a condominium property under the Applicable Laws. The Chargor will comply with this section 13 in addition to all other terms of this Charge and Applicable Laws.
- 13.2 **Chargor Will Obey Condominium Rules:** The Chargor will perform all of the Chargor's obligations as a condominium owner under the Applicable Laws and the declaration, bylaws, rules and regulations of the condominium corporation (the "Condominium Documents") and will pay all money owed by the Chargor to the condominium corporation.
- 13.3 **Insurance:** The Chargor will cause the condominium corporation to insure the Property and the common property (or common elements), in accordance with the Applicable Laws. In addition, the Chargee agrees that the provisions of the Applicable Laws regarding the insurance proceeds will prevail notwithstanding subsection 6.1(k).
- 13.4 **Right to Vote:** The voting rights of the Chargor as owner are exercisable by the Chargee on written notice to the condominium corporation as provided by the Applicable Laws, but the Chargee is not required to attend meetings of the condominium corporation or to exercise such rights, whether or not notice is given. The Chargor hereby irrevocably assigns all voting rights to the Chargee, provided until the Chargee gives written notice of this Charge to the condominium corporation, the Chargor may exercise voting rights.
- 13.5 **Chargor to Supply Copies of Documents:** At the request of the Chargee, the Chargor will give the Chargee copies of all notices, financial statements and other documents given by the condominium corporation to the Chargor.
- 13.6 **Chargee is Chargor's Agent:** The Chargor appoints the Chargee to be the Chargor's agent to inspect or obtain copies of any records or other documents of the condominium corporation that the Chargor is entitled to inspect or obtain, including the amount of any assessments or payments due to the condominium corporation by the Chargor. The Chargee is entitled to make inquiries as to the status of the Chargor's common expense contributions.
- 13.7 **Default:** There is a Default if the condominium corporation transfers, charges or adds to the common property (or common elements), or amends its Condominium Documents without the consent of the Chargee, and if, in the Chargee's opinion, the value of the Property is reduced.

13.8 **Chargee May Require Payment:** At the option of the Chargee, and subject to compliance with Applicable Laws, there is a Default if:

- a. governance of the property of the condominium corporation under the Applicable Laws is terminated or wound up as described in the Applicable Laws or the Condominium Documents;
- b. a vote of the condominium owners authorizes the sale of the property of the condominium corporation or of a part of its common property (or common elements);
- c. the condominium corporation fails to comply with the Applicable Laws or the Condominium Documents;
- d. the condominium corporation fails to insure the condominium units and common property (or common elements) against destruction or damage by fire and other perils usually insured against for full replacement cost; or
- e. the condominium corporation fails, in opinion of the Chargee, to manage its property and assets in a careful way or to maintain its assets in good repair.

13.9 **Condominium Expense Default:** Where the Chargor defaults in the obligation to contribute to the administrative expenses assessed or levied by the condominium corporation, or any authorized agent on its behalf, or any assessment, instalment or payment due to the condominium corporation or upon breach of any covenant or the provisions herein before in this subsection 13.9 contained, regardless of any other action or proceeding taken or to be taken by the condominium corporation, the Chargee, may at its sole option and discretion and without notice to the Chargor:

- a. pay such expenses or levies and add any such payments to the Obligations and such amounts will bear interest according to the terms of any applicable Agreement and this Charge; or
- b. deem such default to be a Default under this Charge.

Upon Default and notwithstanding any other right or action of the condominium corporation or of the Chargee, the Chargee may distrain for arrears of any assessments, instalments or payments due to the Chargee or arising under this provision.

13.10 **Chargee Not Responsible:** Nothing done by the Chargee under this section 13 will make the Chargee a chargee in possession.

## 14. Construction

14.1 **Conditions of Construction Loan:** In the event that any of the moneys advanced or to be advanced by the Chargee to the Chargor on the security of the Charge or any Agreement are intended to finance any improvement to the Property, the parties hereto covenant and agree that the following conditions shall apply:

- a. The Chargor will commence, carry out and complete the project, substantially in accordance with the plans, specifications and other material approved by the Chargee, all with due diligence, in a good and workmanlike manner and in accordance with all agreements made with, undertakings given to and all statutory and regulatory requirements of all governmental bodies and authorities having jurisdiction;
- b. All construction on the Property shall be carried out by reputable contractors having experience which is commensurate to nature and size of the project to be constructed, which contractors must be prior approved by the Chargee in writing, such approval not to be unreasonably withheld;
- c. The renovations to the building and structures located on the Property having been commenced shall be continued in a good and workmanlike manner, with all due diligence and in accordance with the plans and specifications delivered to the Chargee and to the satisfaction of all governmental bodies and authorities having jurisdiction;
- d. Provided that should construction of the project cease for any reason whatsoever (strikes, material shortages and weather conditions beyond the control of the Chargor excepted), for a period of fifteen (15) consecutive business days, then, at the option of the Chargee, the Charge shall immediately become due and payable. In the event that construction does cease, then the Chargee shall have the right, at its sole option, to assume complete control of the construction of the project in such manner

and on such terms as it deems advisable. The cost of completion of the project by the Chargee and all expenses incidental thereto shall be added to the Obligations as principal, together with a management fee of fifteen percent (15%) of the costs of the construction completed by the Chargee. All costs and expenses, as well as the management fee of fifteen percent (15%) added to the Obligations as principal and the Chargee shall have the same rights and remedies with respect to collection of same as the Chargee would have with respect to collection of the Obligations, without such addition, under the Charge or any Agreement or at law; and

- e. The Chargor shall pay to the Chargee on each occasion when an inspection of the Property is required to confirm construction costs to date and compliance with conditions for further advances, an inspection fee and/or an administration fee in such reasonable amount as the Chargee may charge from time to time for each such inspection and the Chargee's solicitors shall be paid their fees and disbursements for each subsearch and work done prior to each such advance and all such moneys shall be deemed to be part of the Obligations and the Chargee shall be entitled to all rights and remedies with respect to collection of same in the same manner as it would have with respect to collection of the Obligations under the Charge or any Agreement or at law.

- 14.2 **Multiple Credit Facilities and Purposes:** The Chargor and the Chargee acknowledge that the Charge is collateral security as otherwise provided for in the Charge, and, from time to time, may secure the amounts owing on multiple credit facilities. In the event that any credit facilities, for which the amounts owing constitute part of the Obligations, would otherwise cause the Charge to be considered a building mortgage, the advances under such credit facilities are and, for greater certainty, shall be deemed to, constitute separate advances from the balance of the Obligations, for the purpose of being afforded separate and distinct priority treatment under the Construction Act (Ontario) from the balance of the Obligations.

## 15. Subdivision

- 15.1 **Effect of Subdivision:** If the Property is subdivided:

- a. this Charge will charge each subdivided lot as security for payment and performance of all of the Obligations; and
- b. the Chargee is not required to discharge this Charge as a charge on any of the subdivided lots unless all the Obligations are paid and performed.

## 16. Spouse of the Chargor

- 16.1 **Consent of Spouse:** Unless such affidavits and other documents are separately delivered to the Chargee as required under Applicable Laws to release to the Chargee any claim or interest of a Spouse in and to the Property, any Spouse who is signing the Charge Form consents to the granting of this Charge by the Chargor and releases to the Chargee any claim or interest that the Spouse has or may have in the Property under Applicable Laws as far as such release is necessary to give effect to the Chargee's rights under this Charge.

## 17. General

- 17.1 **Who this Charge Binds:** This Charge binds the Chargor, a Spouse (if any Spouse is signing the Charge Form) and their respective heirs, personal representatives, successors, executors, administrators and assigns.
- 17.2 **Amendments:** Any agreement to make material changes to this Charge will apply to those who agree to the changes in writing.
- 17.3 **Joint and Several Obligations:** Each Person who signs this Charge as a Chargor is jointly and severally liable for the payment and performance of all of the Obligations.
- 17.4 **Unenforceable Provisions:** If any part of this Charge is not enforceable or invalid, all other parts of this Charge will remain in full effect and be enforceable against the Chargor.
- 17.5 **Chargee May Make Changes:** The Chargee may, without consent or notice, assign, grant security interests in or otherwise dispose of all or some of the Obligations or this Charge.
- 17.6 **Responsibility of Chargee:** The Chargee is only liable to the Chargor for the Chargee's wilful misconduct or gross negligence.



- 17.7 **Chargee May Delegate:** The Chargee may delegate the exercise of its rights or the performance of its obligations to another Person. In that event, the Chargee may furnish that Person with any information it may have concerning the Chargor or the Property.
- 17.8 **Headings:** Headings in the Charge do not form part of this Charge but are used only for easy reference.
- 17.9 **Interpretation:** In this Charge, the singular includes the plural and vice versa.
- 17.10 **Conflicts Between Documents:** If there is a conflict between any provision of this Charge and the Credit Agreement, the relevant provision in the Credit Agreement will prevail to the extent of the conflict.
- 17.11 **Further Assurances of the Chargor:** At the request of the Chargee, the Chargor will execute such further documents as may be required by the Chargee to more fully give effect to this Charge.
- 17.12 **Extent of Estate:** For better securing to the Chargee the payment and the performance of the Obligations, the Chargor hereby charges and mortgages to the Chargee all of the Chargor's estate and interest in the Property.
- 17.13 **Power of Attorney:** In consideration of the mutual promises of the Chargee and the Chargor in this Charge, the Chargor grants to the Chargee, with full power of substitution, an irrevocable power of attorney coupled with an interest to perform any action or to sign any document required to allow the Chargee to fully exercise the rights granted under this Charge or any Agreement and to deal with the Property, including, without limitation, executing any documents or consents required in connection with the appointment of a receiver. The Chargor ratifies in advance all actions of the Chargee pursuant to such power of attorney and confirms that the Chargee is not liable for any loss sustained by the Chargor or any other Person resulting from any such action or any failure to act.
- 17.14 **Rights and Remedies:** The Chargee may exercise all rights and remedies in this Charge, any Agreement or under Applicable Laws, concurrently, cumulatively, independently and in such order and combination and at such times as the Chargee sees fit. In doing so, the Chargee is not obligated to exhaust any one right or remedy before exercising any of its other rights or remedies.
- 17.15 **Privacy Provisions:** The Chargor irrevocably consents to the Chargee releasing and disclosing to any other parties, their authorized agents and solicitors requesting the same, any and all information, whether confidential or not, in its possession regarding the Property or Obligations, including, without limitation, details of the balance owing, any Default (existing or prior) and like matters.
- 17.16 **Statutory References:** Unless expressly stipulated or otherwise required by the context, all references in the Charge to any federal, provincial or municipal statute, regulation, by-law, order, directive or other governmental enactment shall be deemed to be and construed as a reference to the same as amended, replaced or re-enacted from time to time.

**SCHEDULE 1**  
**LEASEHOLD CHARGE**

1. **Definition:** For the purposes of this Schedule 1, "Lease" means a lease, or any sublease, pursuant to which the Chargor has a leasehold interest, if any, in the Property;
2. **Application to Leases:** If all or any part of the Property is held by way of a leasehold interest, this Schedule forms part of this Charge and this Charge is to be construed as a charge upon the unexpired term of the Lease less the last day of that term.
3. **Chargor Promises:** The Chargor represents to the Chargee that:
  - (a) *the Chargor has provided to the Chargee a true and complete copy of the Lease;*
  - (b) *the Lease is held by the Chargor subject only to those charges and encumbrances that are registered in the appropriate registry of deeds, land titles or land registration office at the time the Chargor signs this Charge;*
  - (c) *the Lease is in good standing;*
  - (d) *the Chargor has complied with all the Chargor's promises and agreements contained in the Lease;*
  - (e) *the Chargor has paid all rent that is due and payable under the Lease;*
  - (f) *the Lease is not in default; and*
  - (g) *the Chargor has the right to charge the Lease to the Chargee.*
4. **Chargor's Obligation:** Where the interest charged is a leasehold interest, the Chargor will:
  - (a) *comply with the Lease and not do anything that would cause the Lease to be terminated;*
  - (b) *immediately give to the Chargee a copy of any notice or request received from the landlord;*
  - (c) *maintain the Lease in good standing, and to renew the Lease or enter into a new lease agreement for the Property from time to time, so long as the Charge or Obligations are outstanding;*
  - (d) *immediately notify the Chargee if the landlord advises the Chargor of the landlord's intention to terminate the Lease before the term expires; and*
  - (e) *sign any other document the Chargee requires to ensure that any greater interest in the Property that is acquired by the Chargor is charged by this Charge.*
5. **Default Under Lease:** Any default under the Lease is a Default under this Charge.
6. **No Changes to Lease:** The Chargor promises the Chargee that the Chargor will not, without first obtaining the written consent of the Chargee:
  - (a) *surrender or terminate the Lease; or*
  - (b) *agree to change the terms of the Lease.*
7. **Chargee May Perform:** The Chargee may perform any promise or agreement of the Chargor under the Lease. Any amounts paid by the Chargee pursuant to the Lease shall be added to and form part of Costs.
8. **Chargee Not Responsible:** Nothing done by the Chargee under this Schedule 1 will make the Chargee a chargee in possession.

This is Exhibit "T" referred to in the  
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the  
City of Montreal, in the Province of Quebec, before me at the  
City of Toronto, in the Province of Ontario,  
this 24th day of July, 2024 in accordance with  
*O. Reg. 431/20, Administering Oath or Declaration Remotely.*



---

A Commissioner for taking affidavits

GRANTED BY: Commcache Asset Management INC (hereafter called the "Debtor")

TO NATIONAL BANK OF CANADA (hereafter called the "Bank").

## 1. GRANT OF SECURITY INTEREST

### 1.1 Security Interest

As general and continuing security for the payment and performance of all Obligations of the Debtor to the Bank, the Debtor hereby grants to the Bank a security interest in all of the Debtor's present and after-acquired undertaking and property situate on, arising from, used in connection with or otherwise relating to the real property (the "Real Property") located at **45 Hartman Avenue, Sudbury (ON) P3G 4L8** (collectively, the "Collateral") and also mortgages, charges and assigns the Collateral to the Bank. Without limitation, the Collateral includes all right, title and interest that the Debtor now has or may hereafter have or acquire in any manner whatsoever (including by way of an amalgamation) in all property of the following kinds situate on, arising from, used in connection with or otherwise relating to the Real Property:

- (a) Receivables: all debts, accounts, claims and choses in action for monetary amounts (collectively, the "Receivables");
- (b) Inventory: all inventory of whatever kind (collectively, the "Inventory");
- (c) Equipment: all machinery, equipment, fixtures, furniture, vehicles and other goods which are not Inventory (collectively, the "Equipment");
- (d) Securities: all shares, bonds, debentures and other securities (collectively, the "Securities");
- (e) Instruments and Money: all bills, notes, cheques and other instruments (collectively, the "Instruments") and all money;
- (f) Documents of Title and Chattel Paper: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not, and all chattel paper;
- (g) Intangibles: all intangibles not otherwise described in this Section 1.1 including, without limitation, all goodwill and all patents, trademarks, copyrights and other intellectual property;
- (h) Books and Records: all books, invoices, documents and other records in any form evidencing or relating to the Collateral; and
- (i) Proceeds: all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral.

### 1.2 Obligations Secured

The obligations secured by this Agreement include all debts and liabilities of the Debtor to the Bank, present and future, direct and indirect, absolute and contingent, matured and unmatured, wherever and however incurred, and whether arising from dealings between the Bank and the Debtor or from other dealings by which the Bank may be or become a creditor of the Debtor and whether incurred by the Debtor alone or with another and whether as principal or guarantor or otherwise (collectively, the "Obligations").

### 1.3 Certain definitions

- (a) The terms "accessions", "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "money", "proceeds" and "securities" whenever used herein have the meanings given to those terms in the Personal Property Security Act currently in effect in the province referred to in Section 6.12 below;
- (b) Any reference in this Agreement to the security granted hereby refers collectively to the security interest, mortgage, charge and assignment hereby granted in favour of the Bank.

### 1.4 Attachment of Security

The Debtor acknowledges that value has been given and agrees that the security granted hereby attaches upon the execution of this Agreement (or, in the case of any after-acquired property, at the time of acquisition by the Debtor of any rights therein).

## 2. REPRESENTATIONS, WARRANTIES AND COVENANTS

### 2.1 Representations and Warranties

The Debtor hereby represents and warrants to the Bank that:

- (a) the chief executive office and the registered office of the Debtor are located at the addresses specified in Schedule A, and any trade name used by the Debtor is listed in Schedule A;
- (b) the Inventory and Equipment of the Debtor are located at the Real Property, except for goods in transit or on lease or consignment; and
- (c) all motor vehicles, trailers, mobile or manufactured homes, aircraft, boats and outboard motors ("Serial Numbered Goods") in which the Debtor has rights and used as equipment are fully and accurately described in Schedule "A"; the Debtor will advise the Bank promptly, in writing, of any other Serial Numbered Goods that are held as Equipment and will provide the Bank with full and complete descriptions of such Serial Numbered Goods.

### 2.2 Covenants

The Debtor covenants with the Bank that the Debtor will:

- (a) not change the location of its chief executive office or its registered office or move any of the Inventory or Equipment from the locations specified in Schedule A hereto, without the written consent of the Bank;
- (b) not change its name without first giving written notice to the Bank of its proposed new name and, if the Debtor is a corporation, not amalgamate with any other corporation without the prior written consent of the Bank;
- (c) preserve the value of the Collateral, and carry on its business in compliance with all applicable laws and regulations;
- (d) not permit any Collateral consisting of personal property to be affixed to real property or to other personal property so as to become a fixture or accession without the written consent of the Bank;
- (e) keep the Collateral free and clear of all liens, security interests, mortgages, charges, assignments and other encumbrances or interests except as permitted in writing by the Bank;
- (f) pay all taxes, levies, assessments and government fees or dues payable in respect of the Collateral as and when the same become due, and furnish to the Bank, when requested, evidence of such payment;
- (g) whenever requested by the Bank, furnish to the Bank in writing all information requested relating to the Collateral, and the Bank will be entitled from time to time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes the Bank will have access to all premises occupied by the Debtor or where the Collateral may be found;
- (h) ensure that the security granted hereby is at all times fully enforceable and perfected in respect of any Collateral; and
- (i) pay to the Bank forthwith upon demand all costs, fees and expenses (including, without limitation, all legal, receiver, consulting and accounting fees and expenses) incurred or charged by the Bank in connection with the preparation, perfection, administration and discharge of this Agreement and the preservation and exercise of the rights, powers and remedies of the Bank; and all such costs, fees and expenses will bear interest at the highest rate borne by any of the Obligations and will form part of the Obligations.

**3. INSURANCE****3.1 Insurance Covenant**

The Debtor must obtain and maintain, at its own expense, insurance against loss or damage to the Collateral including, without limitation, loss by fire, theft, collision and such other risks as are customarily insured against for each type of Collateral, in an amount not less than the full insurable value thereof, with such insurers as are reasonably satisfactory to the Bank.

**3.2 Bank loss payee**

All insurance policies must name the Bank as an additional insured and loss payee and must provide that the insurer will give the Bank at least 15 days written notice of intended cancellation or non-renewal. At the Bank's request, the Debtor must furnish the Bank with evidence satisfactory to the Bank that the required insurance coverage is in effect. The Debtor must forthwith give the Bank notice of any loss or damage to the Collateral.

**4. DEALING WITH COLLATERAL****4.1 Disposition of Collateral by the Debtor**

The Debtor must not sell, lease or otherwise dispose of any of the Collateral without the prior written consent of the Bank, except that the Debtor may, until an Event of Default occurs hereunder, dispose of Inventory in the ordinary course of its business, but all proceeds of any such disposition will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds received by the Debtor.

**4.2 Notification of Account Debtors**

The Bank may at any time (i) give notice of this Agreement and the security granted hereby to any account debtor of the Debtor or to any other person liable to the Debtor and (ii) give notice to any such account debtor or other person to make all further payments to the Bank. Any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor, whether before or after any notice is given by the Bank will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds.

**4.3 Securities**

The Bank may have any Securities registered in its name or in the name of its nominee and will be entitled, but not required, to exercise any of the rights that any holder of such Securities may at any time have. However, until an Event of Default occurs, the Debtor will be entitled to exercise, in a manner not prejudicial to the interests of the Bank or which would not violate this Agreement, all voting power from time to time exercisable in respect of the Securities. The Bank will not be responsible for any loss occasioned by its exercise of any of such rights. Before or after an Event of Default occurs hereunder, the Debtor must deliver forthwith to the Bank those Securities requested by the Bank duly endorsed for transfer.

**4.4 Proceeds held in Trust for the Bank**

All proceeds received by the Debtor from the collection or disposition of Collateral or otherwise will be received by the Debtor as trustee for the Bank, must be held separate and apart from other property and must be paid over to the Bank upon request.

**4.5 Application of Funds**

All sums collected or received by the Bank in respect of the Collateral may be applied to such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Debtor, all without prejudice to the Bank's rights against the Debtor.

**4.6 Collateral held by the Bank**

In the holding of any Collateral, the Bank and any agent on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Bank and any agent on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Debtor reasonably requests in writing, but failure of the Bank or its agent to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

**5. DEFAULT AND REMEDIES****5.1 Events of Default**

The Debtor will be in default under this Agreement upon the occurrence of any of the following events (herein referred to as an "Event of Default"):

- (a) the Debtor does not pay to the Bank when payable any sum owing under the Obligations;
- (b) the Debtor does not perform any of its covenants or obligations under this Agreement;
- (c) any representation or warranty made by the Debtor herein or in any document provided at any time to the Bank in connection with this Agreement is incorrect or misleading in any material respect;
- (d) the Debtor is in default under any other agreement with the Bank;
- (e) the Debtor ceases or threatens to cease to carry on the business currently being carried on by it or a substantial portion thereof;
- (f) the Debtor is insolvent;
- (g) the commencement of any proceeding or the taking of any step by or against the Debtor (i) for the bankruptcy, reorganization, liquidation, dissolution or winding-up of the Debtor, (ii) for an arrangement or compromise with its creditors, or (iii) for the appointment of a trustee, receiver, custodian, liquidator or any other person with similar powers with respect to the Debtor or any part of the Collateral;
- (h) the Collateral or any part thereof is seized or otherwise attached or is subject to a taking of possession by anyone and the same is not released or discharged within the shorter of a period of (i) 30 days and (ii) 10 days less than such period as would permit such property to be sold pursuant thereto; or
- (i) the Bank believes in good faith that the prospect of payment or performance of any of the Obligations is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being encumbered by the Debtor or seized or otherwise attached.

**5.2 Consequences of a Default**

On or after the occurrence of any Event of Default, at the option of the Bank, (i) any or all of the Obligations not yet payable will become immediately payable, without notice; (ii) the obligation, if any, of the Bank to extend further credit to the Debtor will cease; and (iii) the security granted hereby will become immediately enforceable.

**5.3 Remedies**

In addition to any right or remedy otherwise provided herein or by law, on or after the occurrence of any Event of Default, the Bank will have the rights and remedies set out below, all of which may be enforced successively or concurrently:

- (a) the Bank may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Bank at such places as may be specified by the Bank;
- (b) the Bank may take such steps as it considers desirable to maintain, preserve or protect the Collateral;
- (c) the Bank may carry on all or any part of the business of the Debtor;
- (d) the Bank may enforce any rights of the Debtor in respect of the Collateral;
- (e) the Bank may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit, upon such terms and conditions as the Bank may determine and without notice to the Debtor unless required by law;
- (f) the Bank may accept the Collateral in total or partial satisfaction of the Obligations in the manner provided by law;
- (g) the Bank may, for any purpose specified herein, borrow money on the security of the Collateral, which security will rank in priority to the security granted hereby;
- (h) the Bank may occupy and use all or any of the premises, buildings and plants occupied by the Debtor and use all or any of the Equipment and other property of the Debtor for such time as the Bank requires to facilitate the realization of the Collateral, free of charge; the Bank will not be liable



for any rent, charges, depreciation or damages in connection with such actions; or

- (i) the Bank may appoint a receiver or receiver and manager (each herein referred to as the "Receiver") of the whole or any part of the Collateral and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral.

#### 5.4 Powers of the Receiver

Any Receiver will have all of the rights and powers that the Bank is entitled to exercise pursuant to Section 5.3, but the Bank will not be in any way responsible for any misconduct or negligence of any such Receiver.

#### 5.5 Liability of Bank

The Bank will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Bank, the Debtor or any other person in respect of the Collateral. This Agreement and the security granted hereby will not render the Bank liable to observe or perform any covenant or obligation of the Debtor in any agreement or document to which the Debtor is a party or by which it is bound. In the exercise of its rights and the performance of its obligations, the Bank will only be liable for gross negligence or wilful misconduct.

#### 5.6 Proceeds of Realization

The Bank may apply any proceeds of realization of the Collateral to payment of costs, fees and expenses mentioned in Section 2.2(i), including those related to the realization of the Collateral, and the Bank may apply any balance to payment of all other Obligations in such order as the Bank sees fit. If there is any surplus remaining, the Bank may pay it to any person entitled thereto by law of whom the Bank has knowledge and any balance remaining may be paid to the Debtor. If the realization of the Collateral fails to satisfy the Obligations, the Debtor will be liable to pay any deficiency to the Bank.

### 6. GENERAL

#### 6.1 Failure of Debtor to Perform

If the Debtor fails to perform any of its covenants or obligations under this Agreement, the Bank may, in its absolute discretion, but without being required to do so, perform any such covenant or obligation. If any such covenant or obligation requires the payment of monies, the Bank may make such payment. All sums so paid by the Bank will be payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such sums. No such performance or payment will relieve the Debtor from any default under this Agreement or any consequences of such default.

#### 6.2 Power of Attorney

The Debtor hereby irrevocably appoints the Bank to be the attorney of the Debtor for and in the name of the Debtor to do all things and execute and deliver, documents, financing statements, demands and assignments which the Debtor is obliged to do or execute or deliver hereunder and generally to act in the name of the Debtor in the exercise of any of the powers hereby conferred on the Bank.

#### 6.3 Appointment of Consultant

The Bank will be entitled to appoint a consultant to provide such services and advice as the Bank may determine in its sole discretion, with power to enter the Debtor's premises, to inspect and evaluate the Collateral, to make copies of the Debtor's records, to review the Debtor's business plans and projections, to assess the conduct and viability of the Debtor's business, to prepare reports on the Debtor's affairs and to distribute such reports to the Bank or to other such persons as the Bank may direct. Such consultant will act as an agent for the Bank and will owe no duty to the Debtor. The consultant is to have no managerial or advisory capacity and will have no decision making responsibility. The Debtor authorizes the Bank to provide confidential information to the consultant. All fees and expenses

in connection with the engagement of a consultant are payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such fees and expenses.

#### 6.4 Waivers by Debtor

The Bank may (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up any security, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) otherwise waive rights against the Debtor, debtors of the Debtor, guarantors and others and with respect to the Collateral and other security as the Bank sees fit. No such action or omission will reduce the Obligations or affect the Bank's rights hereunder.

#### 6.5 Waivers of Legal Limitations

To the fullest extent permitted by law, the Debtor waives all of the rights, benefits and protections given by the provisions of any law which imposes limitations upon the powers, rights or remedies of a secured party, including any law which limits the rights of a secured party to both seize collateral and sue for any deficiency following realization of collateral. Without limitation, the Debtor (if a corporation) agrees that the *Limitation of Civil Rights Act* and Part IV of the *Saskatchewan Farm Security Act* of the Province of Saskatchewan will not apply to this Agreement or any of the rights, remedies or powers of the Bank or any Receiver hereunder.

#### 6.6 Copy of Documents and Consent to Filings

The Debtor acknowledges having received a copy of this Agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement, or verification statement, filed or issued at any time in respect of this Agreement. The Debtor confirms its consent to the filing by the Bank or on its behalf of any such financing statement or financing change statement.

#### 6.7 Notices

Any notice to be given to a party in connection with this Agreement will be given in writing and will be given by personal delivery, by registered mail or by electronic means, addressed to the recipient at its address specified at the end of this Agreement or such other address as may be notified by any party to the other.

#### 6.8 Additional Security and Other Remedies

This Agreement and the security granted hereby are in addition to and not in substitution for any other security or right now or hereafter held by the Bank. This Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Bank. The Bank may sue the Debtor and enforce all of its other rights and remedies in respect of the Obligations without being required to exercise or exhaust any of its rights and remedies hereunder.

#### 6.9 Further Assurances

The Debtor must at its expense do all things and execute and deliver all such financing statements, further assignments and documents as may be reasonably requested by the Bank for the purpose of giving effect to this Agreement and establishing compliance with the obligations of the Debtor hereunder.

#### 6.10 Discharge

The Debtor will be entitled to a discharge of this Agreement upon written request by the Debtor and full payment, performance and satisfaction of the Obligations. No discharge will be effective unless in writing and executed by the Bank.

#### 6.11 Severability

If any provision of this Agreement were to be found invalid or unenforceable, the remaining terms and provisions of this Agreement will remain in full force and effect.

#### 6.12 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the province in which the office of the Bank specified below is located, except that if such office is located in the province of Quebec, then this Agreement will be governed by and construed in accordance with the laws of the province of Ontario.

IN WITNESS WHEREOF the parties have executed this Agreement.

**DEBTOR:**

Commcache Asset management INC

Debtor's Name

2021.10/14  
Date of Execution (YYYY MM DD)

By:



(Authorized Signatory)

Benjamin Oakes

(Authorized Signatory)

**NATIONAL BANK OF CANADA**

By:

Date of Execution (YYYY MM DD)

(Authorized Signatory)

Philippe Bertrand

**ADDRESS OF DEBTOR FOR NOTICE PURPOSES:**

3665 Maple Grove Road, Innisfil (ON) L9S 3B1

**ADDRESS OF BANK FOR NOTICE PURPOSES:**

200-920 St-Joseph Blvd, Gatineau (QC) J8Z-1S9

## SCHEDULE A

To a General Security Agreement made as of \_\_\_\_\_ between \_\_\_\_\_, as Debtor and National Bank of Canada, as Bank.

**1. ADDRESS(ES) OF PLACE(S) OF BUSINESS AND TRADE NAME(S) (Section 2.1(a))**

Chief executive office<sup>1</sup>: COMMCACHE ASSET MANAGEMENT INC

Registered office<sup>2</sup>: 3665 Maple Grove Road, Innisfil (ON) L9S 3B1

Real Property <sup>3</sup>: 45 Hartman Avenue, Sudbury, ON P3G 4L8

Other place(s) of business<sup>4</sup>:

Trade Names<sup>5</sup>:

**2. EQUIPMENT CONSISTING OF SERIAL NUMBER GOODS (Section 2.1(c))<sup>6</sup>**

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<sup>1</sup> If the Debtor has only one place of business, indicate the address of that place of business. If the Debtor has more than one place of business, indicate the address of its place of business which is its principal decision-making centre.

<sup>2</sup> Indicate "same as above" if the registered office (legal head office) is at the same address as the chief executive office.

<sup>3</sup> Indicate the address of the Real Property, as indicated at Section 1.1.

<sup>4</sup> Indicate "none" if the Debtor has no other place of business.

<sup>5</sup> Use an annex if necessary.

<sup>6</sup> Indicate make, model, year of manufacture, serial number and any registration or governmental mark or number.



# GENERAL SECURITY AGREEMENT (SITE SPECIFIC) (Canada except Quebec)

GRANTED BY: Commcache Asset management Inc. (hereafter called the "Debtor")

TO NATIONAL BANK OF CANADA (hereafter called the "Bank").

## 1. GRANT OF SECURITY INTEREST

### 1.1 Security Interest

As general and continuing security for the payment and performance of all Obligations of the Debtor to the Bank, the Debtor hereby grants to the Bank a security interest in all of the Debtor's present and after-acquired undertaking and property situate on, arising from, used in connection with or otherwise relating to the real property (the "Real Property") located at **199-215 John Street East, Blenheim, ONT N0P 1A0** (collectively, the "Collateral") and also mortgages, charges and assigns the Collateral to the Bank. Without limitation, the Collateral includes all right, title and interest that the Debtor now has or may hereafter have or acquire in any manner whatsoever (including by way of an amalgamation) in all property of the following kinds situate on, arising from, used in connection with or otherwise relating to the Real Property:

- (a) Receivables: all debts, accounts, claims and choses in action for monetary amounts (collectively, the "Receivables");
- (b) Inventory: all inventory of whatever kind (collectively, the "Inventory");
- (c) Equipment: all machinery, equipment, fixtures, furniture, vehicles and other goods which are not Inventory (collectively, the "Equipment");
- (d) Securities: all shares, bonds, debentures and other securities (collectively, the "Securities");
- (e) Instruments and Money: all bills, notes, cheques and other instruments (collectively, the "Instruments") and all money;
- (f) Documents of Title and Chattel Paper: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not, and all chattel paper;
- (g) Intangibles: all intangibles not otherwise described in this Section 1.1 including, without limitation, all goodwill and all patents, trademarks, copyrights and other intellectual property;
- (h) Books and Records: all books, invoices, documents and other records in any form evidencing or relating to the Collateral; and
- (i) Proceeds: all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral.

### 1.2 Obligations Secured

The obligations secured by this Agreement include all debts and liabilities of the Debtor to the Bank, present and future, direct and indirect, absolute and contingent, matured and unmatured, wherever and however incurred, and whether arising from dealings between the Bank and the Debtor or from other dealings by which the Bank may be or become a creditor of the Debtor and whether incurred by the Debtor alone or with another and whether as principal or guarantor or otherwise (collectively, the "Obligations").

### 1.3 Certain definitions

- (a) The terms "accessions", "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "money", "proceeds" and "securities" whenever used herein have the meanings given to those terms in the Personal Property Security Act currently in effect in the province referred to in Section 6.12 below;
- (b) Any reference in this Agreement to the security granted hereby refers collectively to the security interest, mortgage, charge and assignment hereby granted in favour of the Bank.

### 1.4 Attachment of Security

The Debtor acknowledges that value has been given and agrees that the security granted hereby attaches upon the execution of this Agreement (or, in the case of any after-acquired property, at the time of acquisition by the Debtor of any rights therein).

## 2. REPRESENTATIONS, WARRANTIES AND COVENANTS

### 2.1 Representations and Warranties

The Debtor hereby represents and warrants to the Bank that:

- (a) the chief executive office and the registered office of the Debtor are located at the addresses specified in Schedule A, and any trade name used by the Debtor is listed in Schedule A;
- (b) the Inventory and Equipment of the Debtor are located at the Real Property, except for goods in transit or on lease or consignment; and
- (c) all motor vehicles, trailers, mobile or manufactured homes, aircraft, boats and outboard motors ("Serial Numbered Goods") in which the Debtor has rights and used as equipment are fully and accurately described in Schedule "A"; the Debtor will advise the Bank promptly, in writing, of any other Serial Numbered Goods that are held as Equipment and will provide the Bank with full and complete descriptions of such Serial Numbered Goods.

### 2.2 Covenants

The Debtor covenants with the Bank that the Debtor will:

- (a) not change the location of its chief executive office or its registered office or move any of the Inventory or Equipment from the locations specified in Schedule A hereto, without the written consent of the Bank;
- (b) not change its name without first giving written notice to the Bank of its proposed new name and, if the Debtor is a corporation, not amalgamate with any other corporation without the prior written consent of the Bank;
- (c) preserve the value of the Collateral, and carry on its business in compliance with all applicable laws and regulations;
- (d) not permit any Collateral consisting of personal property to be affixed to real property or to other personal property so as to become a fixture or accession without the written consent of the Bank;
- (e) keep the Collateral free and clear of all liens, security interests, mortgages, charges, assignments and other encumbrances or interests except as permitted in writing by the Bank;
- (f) pay all taxes, levies, assessments and government fees or dues payable in respect of the Collateral as and when the same become due, and furnish to the Bank, when requested, evidence of such payment;
- (g) whenever requested by the Bank, furnish to the Bank in writing all information requested relating to the Collateral, and the Bank will be entitled from time to time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes the Bank will have access to all premises occupied by the Debtor or where the Collateral may be found;
- (h) ensure that the security granted hereby is at all times fully enforceable and perfected in respect of any Collateral; and
- (i) pay to the Bank forthwith upon demand all costs, fees and expenses (including, without limitation, all legal, receiver, consulting and accounting fees and expenses) incurred or charged by the Bank in connection with the preparation, perfection, administration and discharge of this Agreement and the preservation and exercise of the rights, powers and remedies of the Bank; and all such costs, fees and expenses will bear interest at the highest rate borne by any of the Obligations and will form part of the Obligations.

**3. INSURANCE****3.1 Insurance Covenant**

The Debtor must obtain and maintain, at its own expense, insurance against loss or damage to the Collateral including, without limitation, loss by fire, theft, collision and such other risks as are customarily insured against for each type of Collateral, in an amount not less than the full insurable value thereof, with such insurers as are reasonably satisfactory to the Bank.

**3.2 Bank loss payee**

All insurance policies must name the Bank as an additional insured and loss payee and must provide that the insurer will give the Bank at least 15 days written notice of intended cancellation or non-renewal. At the Bank's request, the Debtor must furnish the Bank with evidence satisfactory to the Bank that the required insurance coverage is in effect. The Debtor must forthwith give the Bank notice of any loss or damage to the Collateral.

**4. DEALING WITH COLLATERAL****4.1 Disposition of Collateral by the Debtor**

The Debtor must not sell, lease or otherwise dispose of any of the Collateral without the prior written consent of the Bank, except that the Debtor may, until an Event of Default occurs hereunder, dispose of Inventory in the ordinary course of its business, but all proceeds of any such disposition will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds received by the Debtor.

**4.2 Notification of Account Debtors**

The Bank may at any time (i) give notice of this Agreement and the security granted hereby to any account debtor of the Debtor or to any other person liable to the Debtor and (ii) give notice to any such account debtor or other person to make all further payments to the Bank. Any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor, whether before or after any notice is given by the Bank will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds.

**4.3 Securities**

The Bank may have any Securities registered in its name or in the name of its nominee and will be entitled, but not required, to exercise any of the rights that any holder of such Securities may at any time have. However, until an Event of Default occurs, the Debtor will be entitled to exercise, in a manner not prejudicial to the interests of the Bank or which would not violate this Agreement, all voting power from time to time exercisable in respect of the Securities. The Bank will not be responsible for any loss occasioned by its exercise of any of such rights. Before or after an Event of Default occurs hereunder, the Debtor must deliver forthwith to the Bank those Securities requested by the Bank duly endorsed for transfer.

**4.4 Proceeds held in Trust for the Bank**

All proceeds received by the Debtor from the collection or disposition of Collateral or otherwise will be received by the Debtor as trustee for the Bank, must be held separate and apart from other property and must be paid over to the Bank upon request.

**4.5 Application of Funds**

All sums collected or received by the Bank in respect of the Collateral may be applied to such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Debtor, all without prejudice to the Bank's rights against the Debtor.

**4.6 Collateral held by the Bank**

In the holding of any Collateral, the Bank and any agent on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Bank and any agent on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Debtor reasonably requests in writing, but failure of the Bank or its agent to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

**5. DEFAULT AND REMEDIES****A213****5.1 Events of Default**

The Debtor will be in default under this Agreement upon the occurrence of any of the following events (herein referred to as an "Event of Default"):

- (a) the Debtor does not pay to the Bank when payable any sum owing under the Obligations;
- (b) the Debtor does not perform any of its covenants or obligations under this Agreement;
- (c) any representation or warranty made by the Debtor herein or in any document provided at any time to the Bank in connection with this Agreement is incorrect or misleading in any material respect;
- (d) the Debtor is in default under any other agreement with the Bank;
- (e) the Debtor ceases or threatens to cease to carry on the business currently being carried on by it or a substantial portion thereof;
- (f) the Debtor is insolvent;
- (g) the commencement of any proceeding or the taking of any step by or against the Debtor (i) for the bankruptcy, reorganization, liquidation, dissolution or winding-up of the Debtor, (ii) for an arrangement or compromise with its creditors, or (iii) for the appointment of a trustee, receiver, custodian, liquidator or any other person with similar powers with respect to the Debtor or any part of the Collateral;
- (h) the Collateral or any part thereof is seized or otherwise attached or is subject to a taking of possession by anyone and the same is not released or discharged within the shorter of a period of (i) 30 days and (ii) 10 days less than such period as would permit such property to be sold pursuant thereto; or
- (i) the Bank believes in good faith that the prospect of payment or performance of any of the Obligations is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being encumbered by the Debtor or seized or otherwise attached.

**5.2 Consequences of a Default**

On or after the occurrence of any Event of Default, at the option of the Bank, (i) any or all of the Obligations not yet payable will become immediately payable, without notice; (ii) the obligation, if any, of the Bank to extend further credit to the Debtor will cease; and (iii) the security granted hereby will become immediately enforceable.

**5.3 Remedies**

In addition to any right or remedy otherwise provided herein or by law, on or after the occurrence of any Event of Default, the Bank will have the rights and remedies set out below, all of which may be enforced successively or concurrently:

- (a) the Bank may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Bank at such places as may be specified by the Bank;
- (b) the Bank may take such steps as it considers desirable to maintain, preserve or protect the Collateral;
- (c) the Bank may carry on all or any part of the business of the Debtor;
- (d) the Bank may enforce any rights of the Debtor in respect of the Collateral;
- (e) the Bank may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit, upon such terms and conditions as the Bank may determine and without notice to the Debtor unless required by law;
- (f) the Bank may accept the Collateral in total or partial satisfaction of the Obligations in the manner provided by law;
- (g) the Bank may, for any purpose specified herein, borrow money on the security of the Collateral, which security will rank in priority to the security granted hereby;
- (h) the Bank may occupy and use all or any of the premises, buildings and plants occupied by the Debtor and use all or any of the Equipment and other property of the Debtor for such time as the Bank requires to facilitate the realization of the Collateral, free of charge; the Bank will not be liable

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for any rent, charges, depreciation or damages in connection with such actions; or

- (i) the Bank may appoint a receiver or receiver and manager (each herein referred to as the "Receiver") of the whole or any part of the Collateral and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral.

#### 5.4 Powers of the Receiver

Any Receiver will have all of the rights and powers that the Bank is entitled to exercise pursuant to Section 5.3, but the Bank will not be in any way responsible for any misconduct or negligence of any such Receiver.

#### 5.5 Liability of Bank

The Bank will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Bank, the Debtor or any other person in respect of the Collateral. This Agreement and the security granted hereby will not render the Bank liable to observe or perform any covenant or obligation of the Debtor in any agreement or document to which the Debtor is a party or by which it is bound. In the exercise of its rights and the performance of its obligations, the Bank will only be liable for gross negligence or wilful misconduct.

#### 5.6 Proceeds of Realization

The Bank may apply any proceeds of realization of the Collateral to payment of costs, fees and expenses mentioned in Section 2.2(i), including those related to the realization of the Collateral, and the Bank may apply any balance to payment of all other Obligations in such order as the Bank sees fit. If there is any surplus remaining, the Bank may pay it to any person entitled thereto by law of whom the Bank has knowledge and any balance remaining may be paid to the Debtor. If the realization of the Collateral fails to satisfy the Obligations, the Debtor will be liable to pay any deficiency to the Bank.

### 6. GENERAL

#### 6.1 Failure of Debtor to Perform

If the Debtor fails to perform any of its covenants or obligations under this Agreement, the Bank may, in its absolute discretion, but without being required to do so, perform any such covenant or obligation. If any such covenant or obligation requires the payment of monies, the Bank may make such payment. All sums so paid by the Bank will be payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such sums. No such performance or payment will relieve the Debtor from any default under this Agreement or any consequences of such default.

#### 6.2 Power of Attorney

The Debtor hereby irrevocably appoints the Bank to be the attorney of the Debtor for and in the name of the Debtor to do all things and execute and deliver, documents, financing statements, demands and assignments which the Debtor is obliged to do or execute or deliver hereunder and generally to act in the name of the Debtor in the exercise of any of the powers hereby conferred on the Bank.

#### 6.3 Appointment of Consultant

The Bank will be entitled to appoint a consultant to provide such services and advice as the Bank may determine in its sole discretion, with power to enter the Debtor's premises, to inspect and evaluate the Collateral, to make copies of the Debtor's records, to review the Debtor's business plans and projections, to assess the conduct and viability of the Debtor's business, to prepare reports on the Debtor's affairs and to distribute such reports to the Bank or to other such persons as the Bank may direct. Such consultant will act as an agent for the Bank and will owe no duty to the Debtor. The consultant is to have no managerial or advisory capacity and will have no decision making responsibility. The Debtor authorizes the Bank to provide confidential information to the consultant. All fees and expenses

in connection with the engagement of a consultant are payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such fees and expenses.

#### 6.4 Waivers by Debtor

The Bank may (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up any security, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) otherwise waive rights against the Debtor, debtors of the Debtor, guarantors and others and with respect to the Collateral and other security as the Bank sees fit. No such action or omission will reduce the Obligations or affect the Bank's rights hereunder.

#### 6.5 Waivers of Legal Limitations

To the fullest extent permitted by law, the Debtor waives all of the rights, benefits and protections given by the provisions of any law which imposes limitations upon the powers, rights or remedies of a secured party, including any law which limits the rights of a secured party to both seize collateral and sue for any deficiency following realization of collateral. Without limitation, the Debtor (if a corporation) agrees that the *Limitation of Civil Rights Act* and Part IV of the *Saskatchewan Farm Security Act* of the Province of Saskatchewan will not apply to this Agreement or any of the rights, remedies or powers of the Bank or any Receiver hereunder.

#### 6.6 Copy of Documents and Consent to Filings

The Debtor acknowledges having received a copy of this Agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement, or verification statement, filed or issued at any time in respect of this Agreement. The Debtor confirms its consent to the filing by the Bank or on its behalf of any such financing statement or financing change statement.

#### 6.7 Notices

Any notice to be given to a party in connection with this Agreement will be given in writing and will be given by personal delivery, by registered mail or by electronic means, addressed to the recipient at its address specified at the end of this Agreement or such other address as may be notified by any party to the other.

#### 6.8 Additional Security and Other Remedies

This Agreement and the security granted hereby are in addition to and not in substitution for any other security or right now or hereafter held by the Bank. This Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Bank. The Bank may sue the Debtor and enforce all of its other rights and remedies in respect of the Obligations without being required to exercise or exhaust any of its rights and remedies hereunder.

#### 6.9 Further Assurances

The Debtor must at its expense do all things and execute and deliver all such financing statements, further assignments and documents as may be reasonably requested by the Bank for the purpose of giving effect to this Agreement and establishing compliance with the obligations of the Debtor hereunder.

#### 6.10 Discharge

The Debtor will be entitled to a discharge of this Agreement upon written request by the Debtor and full payment, performance and satisfaction of the Obligations. No discharge will be effective unless in writing and executed by the Bank.

#### 6.11 Severability

If any provision of this Agreement were to be found invalid or unenforceable, the remaining terms and provisions of this Agreement will remain in full force and effect.

#### 6.12 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the province in which the office of the Bank specified below is located, except that if such office is located in the province of Quebec, then this Agreement will be governed by and construed in accordance with the laws of the province of Ontario.

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IN WITNESS WHEREOF the parties have executed this Agreement.

**DEBTOR:**

Commcache Asset Management INC

Debtor's Name

2/25/2022

Date of Execution (YYYY MM DD)

DocuSigned by:

Benjamin Oakes

By:

65A52E75DE7046B...

(Authorized Signatory)

Benjamin Oakes

(Authorized Signatory)

**NATIONAL BANK OF CANADA**

By:

(Authorized Signatory)

Philippe Bertrand

Date of Execution (YYYY MM DD)

**ADDRESS OF DEBTOR FOR NOTICE PURPOSES:**

3665 Maple Grove Road, Innisfil (Ontario) L9S 3B1

**ADDRESS OF BANK FOR NOTICE PURPOSES:**

200-920 St-Joseph Blvd, GATINEAU (QC) J8Z 1S9

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SCHEDULE A

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To a General Security Agreement made as of March 4, 2022between COMMCACHE ASSET MANAGEMENT INC.  
as Debtor and National Bank of Canada, as Bank.

1. ADDRESS(ES) OF PLACE(S) OF BUSINESS AND TRADE NAME(S) (Section 2.1(a))

Chief executive office<sup>1</sup>: 3665 Maple Grove Road, Innisfil (Ontario) L9S 3B1  
Registered office<sup>2</sup>: same as above  
Real Property <sup>3</sup>: 199-215 John Street East, Blenheim, Ontario N0P 1A0  
Other place(s) of business<sup>4</sup>: none  
Trade Names<sup>5</sup>:

2. EQUIPMENT CONSISTING OF SERIAL NUMBER GOODS (Section 2.1(c))<sup>6</sup>

<sup>1</sup> If the Debtor has only one place of business, indicate the address of that place of business. If the Debtor has more than one place of business, indicate the address of its place of business which is its principal decision-making centre.  
<sup>2</sup> Indicate "same as above" if the registered office (legal head office) is at the same address as the chief executive office.  
<sup>3</sup> Indicate the address of the Real Property, as indicated at Section 1.1.  
<sup>4</sup> Indicate "none" if the Debtor has no other place of business.  
<sup>5</sup> Use an annex if necessary.  
<sup>6</sup> Indicate make, model, year of manufacture, serial number and any registration or governmental mark or number.

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# GENERAL SECURITY AGREEMENT (SITE SPECIFIC) (Canada except Quebec)

GRANTED BY: Commcache Asset management INC (hereafter called the "Debtor")

TO NATIONAL BANK OF CANADA (hereafter called the "Bank").

## 1. GRANT OF SECURITY INTEREST

### 1.1 Security Interest

As general and continuing security for the payment and performance of all Obligations of the Debtor to the Bank, the Debtor hereby grants to the Bank a security interest in all of the Debtor's present and after-acquired undertaking and property situate on, arising from, used in connection with or otherwise relating to the real property (the "Real Property") located at **220-222 King Street, Sudbury, Ont, P3C 2W1** (collectively, the "Collateral") and also mortgages, charges and assigns the Collateral to the Bank. Without limitation, the Collateral includes all right, title and interest that the Debtor now has or may hereafter have or acquire in any manner whatsoever (including by way of an amalgamation) in all property of the following kinds situate on, arising from, used in connection with or otherwise relating to the Real Property:

- (a) Receivables: all debts, accounts, claims and choses in action for monetary amounts (collectively, the "Receivables");
- (b) Inventory: all inventory of whatever kind (collectively, the "Inventory");
- (c) Equipment: all machinery, equipment, fixtures, furniture, vehicles and other goods which are not Inventory (collectively, the "Equipment");
- (d) Securities: all shares, bonds, debentures and other securities (collectively, the "Securities");
- (e) Instruments and Money: all bills, notes, cheques and other instruments (collectively, the "Instruments") and all money;
- (f) Documents of Title and Chattel Paper: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not, and all chattel paper;
- (g) Intangibles: all intangibles not otherwise described in this Section 1.1 including, without limitation, all goodwill and all patents, trademarks, copyrights and other intellectual property;
- (h) Books and Records: all books, invoices, documents and other records in any form evidencing or relating to the Collateral; and
- (i) Proceeds: all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral.

### 1.2 Obligations Secured

The obligations secured by this Agreement include all debts and liabilities of the Debtor to the Bank, present and future, direct and indirect, absolute and contingent, matured and unmatured, wherever and however incurred, and whether arising from dealings between the Bank and the Debtor or from other dealings by which the Bank may be or become a creditor of the Debtor and whether incurred by the Debtor alone or with another and whether as principal or guarantor or otherwise (collectively, the "Obligations").

### 1.3 Certain definitions

- (a) The terms "accessions", "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "money", "proceeds" and "securities" whenever used herein have the meanings given to those terms in the Personal Property Security Act currently in effect in the province referred to in Section 6.12 below;
- (b) Any reference in this Agreement to the security granted hereby refers collectively to the security interest, mortgage, charge and assignment hereby granted in favour of the Bank.

### 1.4 Attachment of Security

The Debtor acknowledges that value has been given and agrees that the security granted hereby attaches upon the execution of this Agreement (or, in the case of any after-acquired property, at the time of acquisition by the Debtor of any rights therein).

## 2. REPRESENTATIONS, WARRANTIES AND COVENANTS

### 2.1 Representations and Warranties

The Debtor hereby represents and warrants to the Bank that:

- (a) the chief executive office and the registered office of the Debtor are located at the addresses specified in Schedule A, and any trade name used by the Debtor is listed in Schedule A;
- (b) the Inventory and Equipment of the Debtor are located at the Real Property, except for goods in transit or on lease or consignment; and
- (c) all motor vehicles, trailers, mobile or manufactured homes, aircraft, boats and outboard motors ("Serial Numbered Goods") in which the Debtor has rights and used as equipment are fully and accurately described in Schedule "A"; the Debtor will advise the Bank promptly, in writing, of any other Serial Numbered Goods that are held as Equipment and will provide the Bank with full and complete descriptions of such Serial Numbered Goods.

### 2.2 Covenants

The Debtor covenants with the Bank that the Debtor will:

- (a) not change the location of its chief executive office or its registered office or move any of the Inventory or Equipment from the locations specified in Schedule A hereto, without the written consent of the Bank;
- (b) not change its name without first giving written notice to the Bank of its proposed new name and, if the Debtor is a corporation, not amalgamate with any other corporation without the prior written consent of the Bank;
- (c) preserve the value of the Collateral, and carry on its business in compliance with all applicable laws and regulations;
- (d) not permit any Collateral consisting of personal property to be affixed to real property or to other personal property so as to become a fixture or accession without the written consent of the Bank;
- (e) keep the Collateral free and clear of all liens, security interests, mortgages, charges, assignments and other encumbrances or interests except as permitted in writing by the Bank;
- (f) pay all taxes, levies, assessments and government fees or dues payable in respect of the Collateral as and when the same become due, and furnish to the Bank, when requested, evidence of such payment;
- (g) whenever requested by the Bank, furnish to the Bank in writing all information requested relating to the Collateral, and the Bank will be entitled from time to time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes the Bank will have access to all premises occupied by the Debtor or where the Collateral may be found;
- (h) ensure that the security granted hereby is at all times fully enforceable and perfected in respect of any Collateral; and
- (i) pay to the Bank forthwith upon demand all costs, fees and expenses (including, without limitation, all legal, receiver, consulting and accounting fees and expenses) incurred or charged by the Bank in connection with the preparation, perfection, administration and discharge of this Agreement and the preservation and exercise of the rights, powers and remedies of the Bank; and all such costs, fees and expenses will bear interest at the highest rate borne by any of the Obligations and will form part of the Obligations.

**3. INSURANCE****3.1 Insurance Covenant**

The Debtor must obtain and maintain, at its own expense, insurance against loss or damage to the Collateral including, without limitation, loss by fire, theft, collision and such other risks as are customarily insured against for each type of Collateral, in an amount not less than the full insurable value thereof, with such insurers as are reasonably satisfactory to the Bank.

**3.2 Bank loss payee**

All insurance policies must name the Bank as an additional insured and loss payee and must provide that the insurer will give the Bank at least 15 days written notice of intended cancellation or non-renewal. At the Bank's request, the Debtor must furnish the Bank with evidence satisfactory to the Bank that the required insurance coverage is in effect. The Debtor must forthwith give the Bank notice of any loss or damage to the Collateral.

**4. DEALING WITH COLLATERAL****4.1 Disposition of Collateral by the Debtor**

The Debtor must not sell, lease or otherwise dispose of any of the Collateral without the prior written consent of the Bank, except that the Debtor may, until an Event of Default occurs hereunder, dispose of Inventory in the ordinary course of its business, but all proceeds of any such disposition will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds received by the Debtor.

**4.2 Notification of Account Debtors**

The Bank may at any time (i) give notice of this Agreement and the security granted hereby to any account debtor of the Debtor or to any other person liable to the Debtor and (ii) give notice to any such account debtor or other person to make all further payments to the Bank. Any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor, whether before or after any notice is given by the Bank will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds.

**4.3 Securities**

The Bank may have any Securities registered in its name or in the name of its nominee and will be entitled, but not required, to exercise any of the rights that any holder of such Securities may at any time have. However, until an Event of Default occurs, the Debtor will be entitled to exercise, in a manner not prejudicial to the interests of the Bank or which would not violate this Agreement, all voting power from time to time exercisable in respect of the Securities. The Bank will not be responsible for any loss occasioned by its exercise of any of such rights. Before or after an Event of Default occurs hereunder, the Debtor must deliver forthwith to the Bank those Securities requested by the Bank duly endorsed for transfer.

**4.4 Proceeds held in Trust for the Bank**

All proceeds received by the Debtor from the collection or disposition of Collateral or otherwise will be received by the Debtor as trustee for the Bank, must be held separate and apart from other property and must be paid over to the Bank upon request.

**4.5 Application of Funds**

All sums collected or received by the Bank in respect of the Collateral may be applied to such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Debtor, all without prejudice to the Bank's rights against the Debtor.

**4.6 Collateral held by the Bank**

In the holding of any Collateral, the Bank and any agent on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Bank and any agent on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Debtor reasonably requests in writing, but failure of the Bank or its agent to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

**5. DEFAULT AND REMEDIES****A218****5.1 Events of Default**

The Debtor will be in default under this Agreement upon the occurrence of any of the following events (herein referred to as an "Event of Default"):

- (a) the Debtor does not pay to the Bank when payable any sum owing under the Obligations;
- (b) the Debtor does not perform any of its covenants or obligations under this Agreement;
- (c) any representation or warranty made by the Debtor herein or in any document provided at any time to the Bank in connection with this Agreement is incorrect or misleading in any material respect;
- (d) the Debtor is in default under any other agreement with the Bank;
- (e) the Debtor ceases or threatens to cease to carry on the business currently being carried on by it or a substantial portion thereof;
- (f) the Debtor is insolvent;
- (g) the commencement of any proceeding or the taking of any step by or against the Debtor (i) for the bankruptcy, reorganization, liquidation, dissolution or winding-up of the Debtor, (ii) for an arrangement or compromise with its creditors, or (iii) for the appointment of a trustee, receiver, custodian, liquidator or any other person with similar powers with respect to the Debtor or any part of the Collateral;
- (h) the Collateral or any part thereof is seized or otherwise attached or is subject to a taking of possession by anyone and the same is not released or discharged within the shorter of a period of (i) 30 days and (ii) 10 days less than such period as would permit such property to be sold pursuant thereto; or
- (i) the Bank believes in good faith that the prospect of payment or performance of any of the Obligations is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being encumbered by the Debtor or seized or otherwise attached.

**5.2 Consequences of a Default**

On or after the occurrence of any Event of Default, at the option of the Bank, (i) any or all of the Obligations not yet payable will become immediately payable, without notice; (ii) the obligation, if any, of the Bank to extend further credit to the Debtor will cease; and (iii) the security granted hereby will become immediately enforceable.

**5.3 Remedies**

In addition to any right or remedy otherwise provided herein or by law, on or after the occurrence of any Event of Default, the Bank will have the rights and remedies set out below, all of which may be enforced successively or concurrently:

- (a) the Bank may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Bank at such places as may be specified by the Bank;
- (b) the Bank may take such steps as it considers desirable to maintain, preserve or protect the Collateral;
- (c) the Bank may carry on all or any part of the business of the Debtor;
- (d) the Bank may enforce any rights of the Debtor in respect of the Collateral;
- (e) the Bank may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit, upon such terms and conditions as the Bank may determine and without notice to the Debtor unless required by law;
- (f) the Bank may accept the Collateral in total or partial satisfaction of the Obligations in the manner provided by law;
- (g) the Bank may, for any purpose specified herein, borrow money on the security of the Collateral, which security will rank in priority to the security granted hereby;
- (h) the Bank may occupy and use all or any of the premises, buildings and plants occupied by the Debtor and use all or any of the Equipment and other property of the Debtor for such time as the Bank requires to facilitate the realization of the Collateral, free of charge; the Bank will not be liable

**A218**



for any rent, charges, depreciation or damages in connection with such actions; or

- (i) the Bank may appoint a receiver or receiver and manager (each herein referred to as the "Receiver") of the whole or any part of the Collateral and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral.

#### 5.4 Powers of the Receiver

Any Receiver will have all of the rights and powers that the Bank is entitled to exercise pursuant to Section 5.3, but the Bank will not be in any way responsible for any misconduct or negligence of any such Receiver.

#### 5.5 Liability of Bank

The Bank will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Bank, the Debtor or any other person in respect of the Collateral. This Agreement and the security granted hereby will not render the Bank liable to observe or perform any covenant or obligation of the Debtor in any agreement or document to which the Debtor is a party or by which it is bound. In the exercise of its rights and the performance of its obligations, the Bank will only be liable for gross negligence or wilful misconduct.

#### 5.6 Proceeds of Realization

The Bank may apply any proceeds of realization of the Collateral to payment of costs, fees and expenses mentioned in Section 2.2(i), including those related to the realization of the Collateral, and the Bank may apply any balance to payment of all other Obligations in such order as the Bank sees fit. If there is any surplus remaining, the Bank may pay it to any person entitled thereto by law of whom the Bank has knowledge and any balance remaining may be paid to the Debtor. If the realization of the Collateral fails to satisfy the Obligations, the Debtor will be liable to pay any deficiency to the Bank.

### 6. GENERAL

#### 6.1 Failure of Debtor to Perform

If the Debtor fails to perform any of its covenants or obligations under this Agreement, the Bank may, in its absolute discretion, but without being required to do so, perform any such covenant or obligation. If any such covenant or obligation requires the payment of monies, the Bank may make such payment. All sums so paid by the Bank will be payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such sums. No such performance or payment will relieve the Debtor from any default under this Agreement or any consequences of such default.

#### 6.2 Power of Attorney

The Debtor hereby irrevocably appoints the Bank to be the attorney of the Debtor for and in the name of the Debtor to do all things and execute and deliver, documents, financing statements, demands and assignments which the Debtor is obliged to do or execute or deliver hereunder and generally to act in the name of the Debtor in the exercise of any of the powers hereby conferred on the Bank.

#### 6.3 Appointment of Consultant

The Bank will be entitled to appoint a consultant to provide such services and advice as the Bank may determine in its sole discretion, with power to enter the Debtor's premises, to inspect and evaluate the Collateral, to make copies of the Debtor's records, to review the Debtor's business plans and projections, to assess the conduct and viability of the Debtor's business, to prepare reports on the Debtor's affairs and to distribute such reports to the Bank or to other such persons as the Bank may direct. Such consultant will act as an agent for the Bank and will owe no duty to the Debtor. The consultant is to have no managerial or advisory capacity and will have no decision making responsibility. The Debtor authorizes the Bank to provide confidential information to the consultant. All fees and expenses

in connection with the engagement of a consultant are payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such fees and expenses.

#### 6.4 Waivers by Debtor

The Bank may (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up any security, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) otherwise waive rights against the Debtor, debtors of the Debtor, guarantors and others and with respect to the Collateral and other security as the Bank sees fit. No such action or omission will reduce the Obligations or affect the Bank's rights hereunder.

#### 6.5 Waivers of Legal Limitations

To the fullest extent permitted by law, the Debtor waives all of the rights, benefits and protections given by the provisions of any law which imposes limitations upon the powers, rights or remedies of a secured party, including any law which limits the rights of a secured party to both seize collateral and sue for any deficiency following realization of collateral. Without limitation, the Debtor (if a corporation) agrees that the *Limitation of Civil Rights Act* and Part IV of the *Saskatchewan Farm Security Act* of the Province of Saskatchewan will not apply to this Agreement or any of the rights, remedies or powers of the Bank or any Receiver hereunder.

#### 6.6 Copy of Documents and Consent to Filings

The Debtor acknowledges having received a copy of this Agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement, or verification statement, filed or issued at any time in respect of this Agreement. The Debtor confirms its consent to the filing by the Bank or on its behalf of any such financing statement or financing change statement.

#### 6.7 Notices

Any notice to be given to a party in connection with this Agreement will be given in writing and will be given by personal delivery, by registered mail or by electronic means, addressed to the recipient at its address specified at the end of this Agreement or such other address as may be notified by any party to the other.

#### 6.8 Additional Security and Other Remedies

This Agreement and the security granted hereby are in addition to and not in substitution for any other security or right now or hereafter held by the Bank. This Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Bank. The Bank may sue the Debtor and enforce all of its other rights and remedies in respect of the Obligations without being required to exercise or exhaust any of its rights and remedies hereunder.

#### 6.9 Further Assurances

The Debtor must at its expense do all things and execute and deliver all such financing statements, further assignments and documents as may be reasonably requested by the Bank for the purpose of giving effect to this Agreement and establishing compliance with the obligations of the Debtor hereunder.

#### 6.10 Discharge

The Debtor will be entitled to a discharge of this Agreement upon written request by the Debtor and full payment, performance and satisfaction of the Obligations. No discharge will be effective unless in writing and executed by the Bank.

#### 6.11 Severability

If any provision of this Agreement were to be found invalid or unenforceable, the remaining terms and provisions of this Agreement will remain in full force and effect.

#### 6.12 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the province in which the office of the Bank specified below is located, except that if such office is located in the province of Quebec, then this Agreement will be governed by and construed in accordance with the laws of the province of Ontario.

IN WITNESS WHEREOF the parties have executed this Agreement.

DEBTOR:

Commcache Asset Management INC  
Debtor's Name

2023/05/16  
Date of Execution (YYYY MM DD)

DocuSigned by:  
*Benjamin Oakes*  
By: 65A52E75DE7046B...  
(Authorized Signatory)  
Benjamin Oakes

(Authorized Signatory)

NATIONAL BANK OF CANADA

Date of Execution (YYYY MM DD)

By: \_\_\_\_\_  
(Authorized Signatory)  
Carlo Federici

ADDRESS OF DEBTOR FOR NOTICE PURPOSES:  
3665 Maple Grove Road, Innisfil (Ontario) L9S 3B1

ADDRESS OF BANK FOR NOTICE PURPOSES:  
200-920 St-Joseph Blvd, GATINEAU (QC) J8Z 1S9

SCHEDULE A

A221

To a General Security Agreement made as of May 25th, 2023 between Commcache Asset Management Inc., as Debtor and National Bank of Canada, as Bank.

1. ADDRESS(ES) OF PLACE(S) OF BUSINESS AND TRADE NAME(S) (Section 2.1(a))

Chief executive office<sup>1</sup>: Commcache Asset Management INC  
Registered office<sup>2</sup>: 3665 Maple Grove Road, Innisfil (Ontario) L9S 3B1  
Real Property <sup>3</sup>:  
Other place(s) of business<sup>4</sup>:  
Trade Names<sup>5</sup>:

2. EQUIPMENT CONSISTING OF SERIAL NUMBER GOODS (Section 2.1(c))<sup>6</sup>

<sup>1</sup> If the Debtor has only one place of business, indicate the address of that place of business. If the Debtor has more than one place of business, indicate the address of its place of business which is its principal decision-making centre.  
<sup>2</sup> Indicate "same as above" if the registered office (legal head office) is at the same address as the chief executive office.  
<sup>3</sup> Indicate the address of the Real Property, as indicated at Section 1.1.  
<sup>4</sup> Indicate "none" if the Debtor has no other place of business.  
<sup>5</sup> Use an annex if necessary.  
<sup>6</sup> Indicate make, model, year of manufacture, serial number and any registration or governmental mark or number.

A221



GRANTED BY: COMMCACHE ASSET MANAGEMENT INC. (hereafter called the "Debtor")

TO NATIONAL BANK OF CANADA (hereafter called the "Bank").

## 1. GRANT OF SECURITY INTEREST

### 1.1 Security Interest

As general and continuing security for the payment and performance of all Obligations of the Debtor to the Bank, the Debtor hereby grants to the Bank a security interest in all of the Debtor's present and after-acquired undertaking and property situate on, arising from, used in connection with or otherwise relating to the real property (the "Real Property") located at **800 Howard Avenue and 581 Cataragui Street, Windsor, Ontario N9A 1R9** (collectively, the "Collateral") and also mortgages, charges and assigns the Collateral to the Bank. Without limitation, the Collateral includes all right, title and interest that the Debtor now has or may hereafter have or acquire in any manner whatsoever (including by way of an amalgamation) in all property of the following kinds situate on, arising from, used in connection with or otherwise relating to the Real Property:

- (a) Receivables: all debts, accounts, claims and choses in action for monetary amounts (collectively, the "Receivables");
- (b) Inventory: all inventory of whatever kind (collectively, the "Inventory");
- (c) Equipment: all machinery, equipment, fixtures, furniture, vehicles and other goods which are not Inventory (collectively, the "Equipment");
- (d) Securities: all shares, bonds, debentures and other securities (collectively, the "Securities");
- (e) Instruments and Money: all bills, notes, cheques and other instruments (collectively, the "Instruments") and all money;
- (f) Documents of Title and Chattel Paper: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not, and all chattel paper;
- (g) Intangibles: all intangibles not otherwise described in this Section 1.1 including, without limitation, all goodwill and all patents, trademarks, copyrights and other intellectual property;
- (h) Books and Records: all books, invoices, documents and other records in any form evidencing or relating to the Collateral; and
- (i) Proceeds: all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral.

### 1.2 Obligations Secured

The obligations secured by this Agreement include all debts and liabilities of the Debtor to the Bank, present and future, direct and indirect, absolute and contingent, matured and unmatured, wherever and however incurred, and whether arising from dealings between the Bank and the Debtor or from other dealings by which the Bank may be or become a creditor of the Debtor and whether incurred by the Debtor alone or with another and whether as principal or guarantor or otherwise (collectively, the "Obligations").

### 1.3 Certain definitions

- (a) The terms "accessions", "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "money", "proceeds" and "securities" whenever used herein have the meanings given to those terms in the Personal Property Security Act currently in effect in the province referred to in Section 6.12 below;
- (b) Any reference in this Agreement to the security granted hereby refers collectively to the security interest, mortgage, charge and assignment hereby granted in favour of the Bank.

### 1.4 Attachment of Security

The Debtor acknowledges that value has been given and agrees that the security granted hereby attaches upon the execution of this Agreement (or, in the case of any after-acquired property, at the time of acquisition by the Debtor of any rights therein).

## 2. REPRESENTATIONS, WARRANTIES AND COVENANTS

### 2.1 Representations and Warranties

The Debtor hereby represents and warrants to the Bank that:

- (a) the chief executive office and the registered office of the Debtor are located at the addresses specified in Schedule A, and any trade name used by the Debtor is listed in Schedule A;
- (b) the Inventory and Equipment of the Debtor are located at the Real Property, except for goods in transit or on lease or consignment; and
- (c) all motor vehicles, trailers, mobile or manufactured homes, aircraft, boats and outboard motors ("Serial Numbered Goods") in which the Debtor has rights and used as equipment are fully and accurately described in Schedule "A"; the Debtor will advise the Bank promptly, in writing, of any other Serial Numbered Goods that are held as Equipment and will provide the Bank with full and complete descriptions of such Serial Numbered Goods.

### 2.2 Covenants

The Debtor covenants with the Bank that the Debtor will:

- (a) not change the location of its chief executive office or its registered office or move any of the Inventory or Equipment from the locations specified in Schedule A hereto, without the written consent of the Bank;
- (b) not change its name without first giving written notice to the Bank of its proposed new name and, if the Debtor is a corporation, not amalgamate with any other corporation without the prior written consent of the Bank;
- (c) preserve the value of the Collateral, and carry on its business in compliance with all applicable laws and regulations;
- (d) not permit any Collateral consisting of personal property to be affixed to real property or to other personal property so as to become a fixture or accession without the written consent of the Bank;
- (e) keep the Collateral free and clear of all liens, security interests, mortgages, charges, assignments and other encumbrances or interests except as permitted in writing by the Bank;
- (f) pay all taxes, levies, assessments and government fees or dues payable in respect of the Collateral as and when the same become due, and furnish to the Bank, when requested, evidence of such payment;
- (g) whenever requested by the Bank, furnish to the Bank in writing all information requested relating to the Collateral, and the Bank will be entitled from time to time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes the Bank will have access to all premises occupied by the Debtor or where the Collateral may be found;
- (h) ensure that the security granted hereby is at all times fully enforceable and perfected in respect of any Collateral; and
- (i) pay to the Bank forthwith upon demand all costs, fees and expenses (including, without limitation, all legal, receiver, consulting and accounting fees and expenses) incurred or charged by the Bank in connection with the preparation, perfection, administration and discharge of this Agreement and the preservation and exercise of the rights, powers and remedies of the Bank; and all such costs, fees and



expenses will bear interest at the highest rate borne by any of the Obligations and will form part of the Obligations.

### 3. INSURANCE

#### 3.1 Insurance Covenant

The Debtor must obtain and maintain, at its own expense, insurance against loss or damage to the Collateral including, without limitation, loss by fire, theft, collision and such other risks as are customarily insured against for each type of Collateral, in an amount not less than the full insurable value thereof, with such insurers as are reasonably satisfactory to the Bank.

#### 3.2 Bank loss payee

All insurance policies must name the Bank as an additional insured and loss payee and must provide that the insurer will give the Bank at least 15 days written notice of intended cancellation or non-renewal. At the Bank's request, the Debtor must furnish the Bank with evidence satisfactory to the Bank that the required insurance coverage is in effect. The Debtor must forthwith give the Bank notice of any loss or damage to the Collateral.

### 4. DEALING WITH COLLATERAL

#### 4.1 Disposition of Collateral by the Debtor

The Debtor must not sell, lease or otherwise dispose of any of the Collateral without the prior written consent of the Bank, except that the Debtor may, until an Event of Default occurs hereunder, dispose of Inventory in the ordinary course of its business, but all proceeds of any such disposition will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds received by the Debtor.

#### 4.2 Notification of Account Debtors

The Bank may at any time (i) give notice of this Agreement and the security granted hereby to any account debtor of the Debtor or to any other person liable to the Debtor and (ii) give notice to any such account debtor or other person to make all further payments to the Bank. Any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor, whether before or after any notice is given by the Bank will continue to be subject to the security granted hereby and Section 4.4 below will apply to all such proceeds.

#### 4.3 Securities

The Bank may have any Securities registered in its name or in the name of its nominee and will be entitled, but not required, to exercise any of the rights that any holder of such Securities may at any time have. However, until an Event of Default occurs, the Debtor will be entitled to exercise, in a manner not prejudicial to the interests of the Bank or which would not violate this Agreement, all voting power from time to time exercisable in respect of the Securities. The Bank will not be responsible for any loss occasioned by its exercise of any of such rights. Before or after an Event of Default occurs hereunder, the Debtor must deliver forthwith to the Bank those Securities requested by the Bank duly endorsed for transfer.

#### 4.4 Proceeds held in Trust for the Bank

All proceeds received by the Debtor from the collection or disposition of Collateral or otherwise will be received by the Debtor as trustee for the Bank, must be held separate and apart from other property and must be paid over to the Bank upon request.

#### 4.5 Application of Funds

All sums collected or received by the Bank in respect of the Collateral may be applied to such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Debtor, all without prejudice to the Bank's rights against the Debtor.

#### 4.6 Collateral held by the Bank

In the holding of any Collateral, the Bank and any agent on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Bank and any agent on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Debtor reasonably

requests in writing, but failure of the Bank or its agent to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

### 5. DEFAULT AND REMEDIES

#### 5.1 Events of Default

The Debtor will be in default under this Agreement upon the occurrence of any of the following events (herein referred to as an "Event of Default"):

- (a) the Debtor does not pay to the Bank when payable any sum owing under the Obligations;
- (b) the Debtor does not perform any of its covenants or obligations under this Agreement;
- (c) any representation or warranty made by the Debtor herein or in any document provided at any time to the Bank in connection with this Agreement is incorrect or misleading in any material respect;
- (d) the Debtor is in default under any other agreement with the Bank;
- (e) the Debtor ceases or threatens to cease to carry on the business currently being carried on by it or a substantial portion thereof;
- (f) the Debtor is insolvent;
- (g) the commencement of any proceeding or the taking of any step by or against the Debtor (i) for the bankruptcy, reorganization, liquidation, dissolution or winding-up of the Debtor, (ii) for an arrangement or compromise with its creditors, or (iii) for the appointment of a trustee, receiver, custodian, liquidator or any other person with similar powers with respect to the Debtor or any part of the Collateral;
- (h) the Collateral or any part thereof is seized or otherwise attached or is subject to a taking of possession by anyone and the same is not released or discharged within the shorter of a period of (i) 30 days and (ii) 10 days less than such period as would permit such property to be sold pursuant thereto; or
- (i) the Bank believes in good faith that the prospect of payment or performance of any of the Obligations is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being encumbered by the Debtor or seized or otherwise attached.

#### 5.2 Consequences of a Default

On or after the occurrence of any Event of Default, at the option of the Bank, (i) any or all of the Obligations not yet payable will become immediately payable, without notice; (ii) the obligation, if any, of the Bank to extend further credit to the Debtor will cease; and (iii) the security granted hereby will become immediately enforceable.

#### 5.3 Remedies

In addition to any right or remedy otherwise provided herein or by law, on or after the occurrence of any Event of Default, the Bank will have the rights and remedies set out below, all of which may be enforced successively or concurrently:

- (a) the Bank may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Bank at such places as may be specified by the Bank;
- (b) the Bank may take such steps as it considers desirable to maintain, preserve or protect the Collateral;
- (c) the Bank may carry on all or any part of the business of the Debtor;
- (d) the Bank may enforce any rights of the Debtor in respect of the Collateral;
- (e) the Bank may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit, upon such terms and conditions as the Bank may determine and without notice to the Debtor unless required by law;
- (f) the Bank may accept the Collateral in total or partial satisfaction of the Obligations in the manner provided by law;
- (g) the Bank may, for any purpose specified herein, borrow money on the security of the Collateral, which security will rank in priority to the security granted hereby;
- (h) the Bank may occupy and use all or any of the premises, buildings and plants occupied by the Debtor and use all or



any of the Equipment and other property of the Debtor for such time as the Bank requires to facilitate the realization of the Collateral, free of charge; the Bank will not be liable for any rent, charges, depreciation or damages in connection with such actions; or

- (i) the Bank may appoint a receiver or receiver and manager (each herein referred to as the "Receiver") of the whole or any part of the Collateral and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral.

#### 5.4 Powers of the Receiver

Any Receiver will have all of the rights and powers that the Bank is entitled to exercise pursuant to Section 5.3, but the Bank will not be in any way responsible for any misconduct or negligence of any such Receiver.

#### 5.5 Liability of Bank

The Bank will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Bank, the Debtor or any other person in respect of the Collateral. This Agreement and the security granted hereby will not render the Bank liable to observe or perform any covenant or obligation of the Debtor in any agreement or document to which the Debtor is a party or by which it is bound. In the exercise of its rights and the performance of its obligations, the Bank will only be liable for gross negligence or wilful misconduct.

#### 5.6 Proceeds of Realization

The Bank may apply any proceeds of realization of the Collateral to payment of costs, fees and expenses mentioned in Section 2.2(i), including those related to the realization of the Collateral, and the Bank may apply any balance to payment of all other Obligations in such order as the Bank sees fit. If there is any surplus remaining, the Bank may pay it to any person entitled thereto by law of whom the Bank has knowledge and any balance remaining may be paid to the Debtor. If the realization of the Collateral fails to satisfy the Obligations, the Debtor will be liable to pay any deficiency to the Bank.

### 6. GENERAL

#### 6.1 Failure of Debtor to Perform

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#### 6.2 Power of Attorney

The Debtor hereby irrevocably appoints the Bank to be the attorney of the Debtor for and in the name of the Debtor to do all things and execute and deliver, documents, financing statements, demands and assignments which the Debtor is obliged to do or execute or deliver hereunder and generally to act in the name of the Debtor in the exercise of any of the powers hereby conferred on the Bank.

#### 6.3 Appointment of Consultant

The Bank will be entitled to appoint a consultant to provide such services and advice as the Bank may determine in its sole discretion, with power to enter the Debtor's premises, to inspect and evaluate the Collateral, to make copies of the Debtor's records, to review the Debtor's business plans and projections, to assess the conduct and viability of the Debtor's business, to prepare reports on the Debtor's affairs and to distribute such reports to the Bank or to other such persons as the Bank may direct. Such consultant will act as an agent for the Bank and will owe no duty to the Debtor. The consultant is to have no managerial or advisory capacity and will have no decision

making responsibility. The Debtor authorizes the Bank to provide confidential information to the consultant. All fees and expenses in connection with the engagement of a consultant are payable by the Debtor to the Bank and, for greater certainty, Section 2.2(i) will apply to such fees and expenses.

#### 6.4 Waivers by Debtor

The Bank may (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up any security, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) otherwise waive rights against the Debtor, debtors of the Debtor, guarantors and others and with respect to the Collateral and other security as the Bank sees fit. No such action or omission will reduce the Obligations or affect the Bank's rights hereunder.

#### 6.5 Waivers of Legal Limitations

To the fullest extent permitted by law, the Debtor waives all of the rights, benefits and protections given by the provisions of any law which imposes limitations upon the powers, rights or remedies of a secured party, including any law which limits the rights of a secured party to both seize collateral and sue for any deficiency following realization of collateral. Without limitation, the Debtor (if a corporation) agrees that the *Limitation of Civil Rights Act* and Part IV of the *Saskatchewan Farm Security Act* of the Province of Saskatchewan will not apply to this Agreement or any of the rights, remedies or powers of the Bank or any Receiver hereunder.

#### 6.6 Copy of Documents and Consent to Filings

The Debtor acknowledges having received a copy of this Agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement, or verification statement, filed or issued at any time in respect of this Agreement. The Debtor confirms its consent to the filing by the Bank or on its behalf of any such financing statement or financing change statement.

#### 6.7 Notices

Any notice to be given to a party in connection with this Agreement will be given in writing and will be given by personal delivery, by registered mail or by electronic means, addressed to the recipient at its address specified at the end of this Agreement or such other address as may be notified by any party to the other.

#### 6.8 Additional Security and Other Remedies

This Agreement and the security granted hereby are in addition to and not in substitution for any other security or right now or hereafter held by the Bank. This Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Bank. The Bank may sue the Debtor and enforce all of its other rights and remedies in respect of the Obligations without being required to exercise or exhaust any of its rights and remedies hereunder.

#### 6.9 Further Assurances

The Debtor must at its expense do all things and execute and deliver all such financing statements, further assignments and documents as may be reasonably requested by the Bank for the purpose of giving effect to this Agreement and establishing compliance with the obligations of the Debtor hereunder.

#### 6.10 Discharge

The Debtor will be entitled to a discharge of this Agreement upon written request by the Debtor and full payment, performance and satisfaction of the Obligations. No discharge will be effective unless in writing and executed by the Bank.

#### 6.11 Severability

If any provision of this Agreement were to be found invalid or unenforceable, the remaining terms and provisions of this Agreement will remain in full force and effect.

#### 6.12 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the province in which the office of the Bank specified below is located, except that if such office is located in the province of Quebec, then this Agreement will be governed by and construed in accordance with the laws of the province of Ontario.

IN WITNESS WHEREOF the parties have executed this Agreement.

**DEBTOR:**COMMCACHE ASSET MANAGEMENT INC.

Debtor's Name

2023/08/04

Date of Execution (YYYY MM DD)

By: 

(Authorized Signatory)

Benjamin Oakes - President.

I have authority to bind the Corporation.

(Authorized Signatory)**NATIONAL BANK OF CANADA**

By: \_\_\_\_\_

(Authorized Signatory)

Carlo Federici

\_\_\_\_\_  
Date of Execution (YYYY MM DD)**ADDRESS OF DEBTOR FOR NOTICE PURPOSES:**

3665 Maple Grove Road, Innisfil, Ontario L9S 3B1

**ADDRESS OF BANK FOR NOTICE PURPOSES:**

3131 Blvd St-Martin West, Laval, QC H7T 2Z5

## SCHEDULE A

A226

To a General Security Agreement made as of August 4, 2023 between COMMCACHE ASSET MANAGEMENT INC., as Debtor and National Bank of Canada, as Bank.

**1. ADDRESS(ES) OF PLACE(S) OF BUSINESS AND TRADE NAME(S) (Section 2.1(a))**

Chief executive office<sup>1</sup>: 3665 Maple Grove Road, Innisfil, Ontario L9S 3B1

Registered office<sup>2</sup>: same as above

Real Property <sup>3</sup>: 800 Howard Avenue and 581 Cataraqui Street, Windsor, Ontario N9A 1R9

Other place(s) of business<sup>4</sup>: none

Trade Names<sup>5</sup>:

**2. EQUIPMENT CONSISTING OF SERIAL NUMBER GOODS (Section 2.1(c))<sup>6</sup>**

---

<sup>1</sup> If the Debtor has only one place of business, indicate the address of that place of business. If the Debtor has more than one place of business, indicate the address of its place of business which is its principal decision-making centre.

<sup>2</sup> Indicate "same as above" if the registered office (legal head office) is at the same address as the chief executive office.

<sup>3</sup> Indicate the address of the Real Property, as indicated at Section 1.1.

<sup>4</sup> Indicate "none" if the Debtor has no other place of business.

<sup>5</sup> Use an annex if necessary.

<sup>6</sup> Indicate make, model, year of manufacture, serial number and any registration or governmental mark or number.

A226



This is Exhibit “J” referred to in the  
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the  
City of Montreal, in the Province of Quebec, before me at the  
City of Toronto, in the Province of Ontario,  
this 24th day of July, 2024 in accordance with  
*O. Reg. 431/20, Administering Oath or Declaration Remotely.*



---

A Commissioner for taking affidavits

RUN NUMBER : 204  
RUN DATE : 2024/07/22  
ID : 20240722160850.80

PROVINCE OF ONTARIO  
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 1  
( 7837)

A228

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE  
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : COMMCACHE ASSET MANAGEMENT INC.

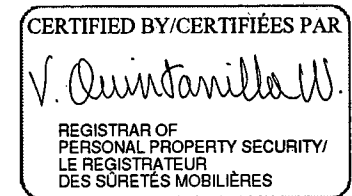
FILE CURRENCY : 21JUL 2024

ENQUIRY NUMBER 20240722160850.80 CONTAINS 18 PAGE(S), 11 FAMILY(IES).

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.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA  
3200-100 WELLINGTON STREET WEST  
TORONTO ON M5K 1K7

CONTINUED... 2



(crj6 05/2022)





RUN NUMBER : 204  
RUN DATE : 2024/07/22  
ID : 20240722160850.80

PROVINCE OF ONTARIO  
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 2  
( 7838)

A229

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : COMMCACHE ASSET MANAGEMENT INC.  
FILE CURRENCY : 21JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
795960198

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20230804 1601 1590 5365	P PPSA	5

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02				
03				

03 BUSINESS NAME COMMCACHE ASSET MANAGEMENT INC.

04 ADDRESS 3665 MAPLE GROVE ROAD INNISFIL

ONTARIO CORPORATION NO. 2717503  
ON L9S 3B1

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	02SEP1984	BEN		OAKES
06				

06 BUSINESS NAME

07 ADDRESS 3665 MAPLE GROVE ROAD INNISFIL

ONTARIO CORPORATION NO.  
ON L9S 3B1

08 SECURED PARTY / JOSHUA REAGAN

09 LIEN CLAIMANT

09 ADDRESS 142 BLAIR LANE HAMILTON ON L9G 1B7

COLLATERAL CLASSIFICATION					
CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED	
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED
10	X	X	X	X	44993492

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11				
12				

13 GENERAL ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

14 COLLATERAL  
15 DESCRIPTION

16 REGISTERING MAND RAI LLP LAWYERS  
17 AGENT

17 ADDRESS 400-155 REXDALE BOULEVARD TORONTO ON M9W 5Z8

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario A229

RUN NUMBER : 204  
RUN DATE : 2024/07/22  
ID : 20240722160850.80

PROVINCE OF ONTARIO  
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 3  
( 7839)

A230

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : COMMCACHE ASSET MANAGEMENT INC.  
FILE CURRENCY : 21JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
795867246

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	2		20230802 1409 1590 4883	P PPSA	25

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME COMMCACHE ASSET MANAGEMENT INC.

04 ADDRESS 3665 MAPLE GROVE ROAD INNISFIL ONTARIO CORPORATION NO. ON L9S 3B1

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / NATIONAL BANK OF CANADA

09 LIEN CLAIMANT ADDRESS 3131 BLVD ST-MARTIN WEST, SUITE 200 LAVAL QC H7T 2Z5

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE
	X	X	X	X	X			

11 MOTOR YEAR MAKE MODEL V.I.N.  
12 VEHICLE

13 GENERAL ALL RIGHT, TITLE AND INTEREST IN ALL PRESENT AND AFTER ACQUIRED  
14 COLLATERAL PERSONAL PROPERTY, ASSETS AND UNDERTAKING OF THE DEBTOR OF ANY NATURE  
15 DESCRIPTION WHATSOEVER LOCATED ON OR USED IN CONNECTION WITH THE OWNERSHIP,

16 REGISTERING BORDEN LADNER GERVAIS LLP/AY/AEW  
17 AGENT

17 ADDRESS 1300-100 QUEEN STREET OTTAWA ON K1P 1J9

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR  
V. Quintanilla  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTREUR  
DES SÛRETÉS MOBILIÈRES

(c)1fv 05/2022

Ontario A230

RUN NUMBER : 204  
RUN DATE : 2024/07/22  
ID : 20240722160850.80

PROVINCE OF ONTARIO  
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 4  
( 7840)

A231

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : COMMCACHE ASSET MANAGEMENT INC.  
FILE CURRENCY : 21JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
795867246

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	002	2		20230802 1409 1590 4883		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE
10								

11 MOTOR YEAR MAKE MODEL V.I.N.  
12 VEHICLE

13 GENERAL OPERATION, MANAGEMENT, ENJOYMENT, DEVELOPMENT OR USE OF THE LANDS AND  
14 COLLATERAL PREMISES KNOWN MUNICIPALLY AS 800 HOWARD AVENUE AND 581 CATARAQUI  
15 DESCRIPTION STREET, WINDSOR, ON N9A 1R9, AND THE BUSINESS CONDUCTED THEREON.

16 REGISTERING AGENT

17 ADDRESS

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED...

5

CERTIFIED BY/CERTIFIÉES PAR  
V. Quintanilla W.  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario A231



RUN NUMBER : 204  
RUN DATE : 2024/07/22  
ID : 20240722160850.80

PROVINCE OF ONTARIO  
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 5  
( 7841)

A232

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : COMMCACHE ASSET MANAGEMENT INC.  
FILE CURRENCY : 21JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
795867264

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20230802 1410 1590 4884	P PPSA	25

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME COMMCACHE ASSET MANAGEMENT INC.

04 ADDRESS 3665 MAPLE GROVE ROAD INNISFIL ONTARIO CORPORATION NO. ON L9S 3B1

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / NATIONAL BANK OF CANADA  
LIEN CLAIMANT

09 ADDRESS 3131 BLVD ST-MARTIN WEST, SUITE 200 LAVAL QC H7T 2Z5

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED	
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY OR	MATURITY DATE

11 YEAR MAKE MODEL V.I.N.  
12 MOTOR VEHICLE

13 GENERAL AN ASSIGNMENT OF RENTS AND LEASES RELATING TO THE REAL PROPERTY KNOWN  
14 COLLATERAL MUNICIPALLY AS 800 HOWARD STREET AND 581 CATARAQUI STREET, WINDSOR,  
15 DESCRIPTION ON N9A 1R9.

16 REGISTERING BORDEN LADNER GERVAIS LLP/AY/AEW  
AGENT

17 ADDRESS 1300-100 QUEEN STREET OTTAWA ON K1P 1J9

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED...

6.

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario A232

RUN NUMBER : 204  
RUN DATE : 2024/07/22  
ID : 20240722160850.80

PROVINCE OF ONTARIO  
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 6  
( 7842)

A233

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : COMMCACHE ASSET MANAGEMENT INC.  
FILE CURRENCY : 21JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
780772113

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20220302 1028 1590 0653	P PPSA	25

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

COMMCACHE ASSET MANAGEMENT INC.

04

ADDRESS

3665 MAPLE GROVE ROAD

INNISFIL

ONTARIO CORPORATION NO.

ON L9S 3B1

05

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY /

NATIONAL BANK OF CANADA

LIEN CLAIMANT

09

ADDRESS

920 SAINT-JOSEPH BLVD., SUITE 200

GATINEAU

QC J8Z 1S9

COLLATERAL CLASSIFICATION

10

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED				
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE
X	X	X	X	X	X			

11

MOTOR

YEAR MAKE

MODEL

V.I.N.

12

VEHICLE

13

GENERAL

ALL RIGHT, TITLE AND INTEREST IN ALL PRESENT AND AFTER ACQUIRED  
PERSONAL PROPERTY, ASSETS AND UNDERTAKING OF THE DEBTORS OR ANY  
NATURE WHATSOEVER LOCATED ON OR USED IN CONNECTION WITH THE

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

BORDEN LADNER GERVAIS LLP (SA/VF)

17

AGENT

ADDRESS

1300-100 QUEEN STREET

OTTAWA

ON K1P 1J9

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED...

7

CERTIFIED BY/CERTIFIÉES PAR  
V. Quintanilla W.  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario A233



RUN NUMBER : 204  
RUN DATE : 2024/07/22  
ID : 20240722160850.80

PROVINCE OF ONTARIO  
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 7  
( 7843)

A234

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : COMMCACHE ASSET MANAGEMENT INC.  
FILE CURRENCY : 21JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
780772113

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	002	2		20220302 1028 1590 0653		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO. FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE
10							

11 MOTOR YEAR MAKE MODEL V.I.N.  
12 VEHICLE

13 GENERAL OWNERSHIP, OPERATION, MANAGEMENT, ENJOYMENT, DEVELOPMENT OR USE OF  
14 COLLATERAL THE LANDS AND PREMISES KNOWN AS 199-215 JOHN STREET EAST, BLENHEIM,  
15 DESCRIPTION ONTARIO N0P 1A0, AND THE BUSINESS CONDUCTED THEREON.

16 REGISTERING AGENT  
17 ADDRESS

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED...

8

CERTIFIED BY/CERTIFIÉES PAR  
V. Quintanilla W.  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario A234

RUN NUMBER : 204  
RUN DATE : 2024/07/22  
ID : 20240722160850.80

PROVINCE OF ONTARIO  
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 8  
( 7844)

A235

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : COMMCACHE ASSET MANAGEMENT INC.  
FILE CURRENCY : 21JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
780772338

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20220302 1029 1590 0654	P PPSA	25

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME COMMCACHE ASSET MANAGEMENT INC.

04 ADDRESS 3665 MAPLE GROVE ROAD INNISFIL ONTARIO CORPORATION NO. ON L9S 3B1

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / NATIONAL BANK OF CANADA  
LIEN CLAIMANT

09 ADDRESS 920 SAINT-JOSEPH BLVD., SUITE 200 GATINEAU QC J8Z 1S9

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE
					X	X		

11 YEAR MAKE MODEL V.I.N.  
12 MOTOR VEHICLE

13 GENERAL ASSIGNMENT OF RENTS WITH RESPECT TO 199-215 JOHN STREET EAST,  
14 COLLATERAL BLENHEIM, ONTARIO N0P 1A0.  
15 DESCRIPTION

16 REGISTERING BORDEN LADNER GERVAIS LLP (SA/VF)  
AGENT

17 ADDRESS 1300-100 QUEEN STREET OTTAWA ON K1P 1J9

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR  
V. Quintanilla W.  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario A235

RUN NUMBER : 204  
RUN DATE : 2024/07/22  
ID : 20240722160850.80

PROVINCE OF ONTARIO  
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 9  
( 7845)

A236

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : COMMCACHE ASSET MANAGEMENT INC.  
FILE CURRENCY : 21JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
773625582

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	002		20210618 1304 1862 0692	P PPSA	25

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME COMMCACHE ASSET MANAGEMENT INC.

ADDRESS 3665 MAPLE GROVE ROAD INNISFIL ON L9S 3B1

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ADDRESS ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT NATIONAL BANK OF CANADA

ADDRESS 920 SAINT-JOSEPH BLVD., SUITE 200 GATINEAU PQ J8Z 1S9

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED				
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE
X	X	X	X	X	X			

YEAR MAKE MODEL VIN

GENERAL COLLATERAL DESCRIPTION ALL RIGHT, TITLE AND INTEREST IN ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY, ASSETS AND UNDERTAKING OF THE DEBTORS OR ANY NATURE WHATSOEVER LOCATED ON OR USED IN CONNECTION WITH THE

REGISTERING AGENT BORDEN LADNER GERVAIS LLP (SA/EAW)

ADDRESS 1300-100 QUEEN ST OTTAWA ON K1P 1J9

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario A236



RUN NUMBER : 204  
RUN DATE : 2024/07/22  
ID : 20240722160850.80

PROVINCE OF ONTARIO  
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 10  
( 7846)

A237

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : COMMCACHE ASSET MANAGEMENT INC.  
FILE CURRENCY : 21JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
773625582

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	002		20210618 1304 1862 0692		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	---------------------	-------------------------

YEAR MAKE MODEL V.I.N.

GENERAL COLLATERAL DESCRIPTION OWNERSHIP, OPERATION, MANAGEMENT, ENJOYMENT, DEVELOPMENT OR USE OF THE LANDS AND PREMISES KNOWN AS 45 HARTMAN AVENUE, SUDBURY, ON P3G 4L8, AND THE BUSINESS CONDUCTED THEREON.

REGISTERING AGENT

ADDRESS

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED...

11

CERTIFIED BY/CERTIFIÉES PAR  
V. Quintanilla W.  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario A237

RUN NUMBER : 204  
RUN DATE : 2024/07/22  
ID : 20240722160850.80

PROVINCE OF ONTARIO  
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 11  
( 7847)

A238

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : COMMCACHE ASSET MANAGEMENT INC.  
FILE CURRENCY : 21JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
773625681

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	001		20210618 1305 1862 0693	P PPSA	25

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME COMMCACHE ASSET MANAGEMENT INC.

04 ADDRESS 3665 MAPLE GROVE ROAD INNISFIL

ONTARIO CORPORATION NO. 2717503  
ON L9S 3B1

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / NATIONAL BANK OF CANADA  
LIEN CLAIMANT

09 ADDRESS 920 SAINT-JOSEPH BLVD., SUITE 200 GATINEAU PQ J8Z 1S9

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE
					X	X		

11 MOTOR YEAR MAKE MODEL V.I.N.  
12 VEHICLE

13 GENERAL ASSIGNMENT OF RENTS WITH RESPECT TO 45 HARTMAN AVENUE, SUDBURY, ON  
14 COLLATERAL P3G 4L8.  
15 DESCRIPTION

16 REGISTERING BORDEN LADNER GERVAIS LLP (SA/EAW)  
17 AGENT ADDRESS 1300-100 QUEEN ST OTTAWA ON K1P 1J9

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR  
V. Quintanilla W.  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTREUR  
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario A238



RUN NUMBER : 204  
RUN DATE : 2024/07/22  
ID : 20240722160850.80

PROVINCE OF ONTARIO  
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 12  
( 7848)

A239

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : COMMCACHE ASSET MANAGEMENT INC.  
FILE CURRENCY : 21JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
768857787

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	002		20201229 0952 1862 8222	P PPSA	25

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

COMMCACHE ASSET MANAGEMENT INC.

04

ADDRESS

3665 MAPLE GROVE ROAD

INNISFIL

ONTARIO CORPORATION NO.

ON L9S 3B1

05

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY /

NATIONAL BANK OF CANADA

LIEN CLAIMANT

09

ADDRESS

920 SAINT-JOSEPH BLVD., SUITE 200

GATINEAU

PQ J8Z 1S9

COLLATERAL CLASSIFICATION

10

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED				
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE
X	X	X	X	X	X			

11

MOTOR

YEAR MAKE

MODEL

V.I.N.

12

VEHICLE

13

GENERAL

ALL RIGHT, TITLE AND INTEREST IN ALL PRESENT AND AFTER ACQUIRED

14

COLLATERAL

PERSONAL PROPERTY, ASSETS AND UNDERTAKING OF THE DEBTORS OF ANY

15

DESCRIPTION

NATURE WHATSOEVER LOCATED ON OR USED IN CONNECTION WITH THE

16

REGISTERING

BORDEN LADNER GERVAIS LLP (SA/LEL)

17

AGENT

ADDRESS

1300-100 QUEEN ST

OTTAWA

ON

K1P 1J9

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY \*\*\*

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR  
V. Quintanilla W.  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario A239

RUN NUMBER : 204  
RUN DATE : 2024/07/22  
ID : 20240722160850.80

PROVINCE OF ONTARIO  
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 13  
( 7849)

A240

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : COMMCACHE ASSET MANAGEMENT INC.  
FILE CURRENCY : 21JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
768857787

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	002	002		20201229 0952 1862 8222		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /  
09 LIEN CLAIMANT ADDRESS

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE
10								

11 MOTOR YEAR MAKE MODEL V.I.N.  
12 VEHICLE

13 GENERAL OWNERSHIP, OPERATION, MANAGEMENT, ENJOYMENT, DEVELOPMENT OR USE OF  
14 COLLATERAL THE LANDS AND PREMISES KNOWN AS 220-222 KING STREET, SUDBURY, ONTARIO  
15 DESCRIPTION P3C 2W1, AND THE BUSINESS CONDUCTED THEREON.

16 REGISTERING  
17 AGENT ADDRESS

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED...

14

CERTIFIED BY/CERTIFIÉES PAR  
V. Quintanilla W.  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario A240

RUN NUMBER : 204  
RUN DATE : 2024/07/22  
ID : 20240722160850.80

PROVINCE OF ONTARIO  
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 14  
( 7850)

A241

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : COMMCACHE ASSET MANAGEMENT INC.  
FILE CURRENCY : 21JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
768857985

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	001		20201229 0954 1862 8223	P PPSA	25

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME COMMCACHE ASSET MANAGEMENT INC.

04 ADDRESS 3665 MAPLE GROVE ROAD INNISFIL ON L9S 3B1

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / NATIONAL BANK OF CANADA

09 LIEN CLAIMANT ADDRESS 920 SAINT-JOSEPH BLVD., SUITE 200 GATINEAU PQ J8Z 1S9

10 COLLATERAL CLASSIFICATION  
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED  
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL ASSIGNMENT OF RENTS - WITH RESPECT TO 220-222 KING STREET, SUDBURY,  
14 COLLATERAL ONTARIO P3C 2W1.  
15 DESCRIPTION

16 REGISTERING BORDEN LADNER GERVAIS LLP (SA/LEL)

17 AGENT ADDRESS 1300-100 QUEEN ST OTTAWA ON K1P 1J9

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR  
V. Quintanilla  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario A241



RUN NUMBER : 204  
RUN DATE : 2024/07/22  
ID : 20240722160850.80

PROVINCE OF ONTARIO  
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 15  
( 7851)

A242

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : COMMCACHE ASSET MANAGEMENT INC.  
FILE CURRENCY : 21JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LTEN

00 FILE NUMBER  
761237217

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	001		20200326 0814 1862 1321	P PPSA	25

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME COMMCACHE ASSET MANAGEMENT INC.

04 ADDRESS 45 HARTMAN AVENUE SUDBURY

ONTARIO CORPORATION NO. 002717503  
ON P3G 4L8

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / NATIONAL BANK OF CANADA

LTEN CLAIMANT

09 ADDRESS 920 ST-JOSEPH BLVD. GATINEAU

PQ J8Z 1S9

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE
				X	X	1080000		X

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL  
14 COLLATERAL  
15 DESCRIPTION

16 REGISTERING AGENT WIEGAND LAW OFFICE

17 ADDRESS 4 ESSA ROAD BARRIE ON L4N 3K3

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR  
V. Quintanilla W.  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crltv 05/2022)

Ontario A242

RUN NUMBER : 204  
RUN DATE : 2024/07/22  
ID : 20240722160850.08

PROVINCE OF ONTARIO  
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 16  
( 7852)

A243

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : COMMCACHE ASSET MANAGEMENT INC.  
FILE CURRENCY : 21JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
759335886

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20200115 1452 9392 6101	P PPSA	05

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME COMMCACHE ASSET MANAGEMENT INC

04 ADDRESS 3665 MAPLE GROVE ROAD INNISFIL ON L9S 3B1

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / AUTO ONE GROUP LIMITED

09 LIEN CLAIMANT ADDRESS 150 OAKDALE ROAD TORONTO ON M3N 1V9

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE
X					X 70552		X

11 MOTOR YEAR MAKE MODEL V.I.N.  
12 VEHICLE 2013 MASERATI GRANTURISMO SPORT ZAM45VLA9D0071977

13 GENERAL  
14 COLLATERAL  
15 DESCRIPTION

16 REGISTERING  
17 AGENT

ADDRESS

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED...

17

CERTIFIED BY/CERTIFIÉES PAR  
V. Quintanilla W.  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario A243



RUN NUMBER : 204  
RUN DATE : 2024/07/22  
ID : 20240722160850.80

PROVINCE OF ONTARIO  
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 17  
( 7853)

A244

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : COMMCACHE ASSET MANAGEMENT INC.  
FILE CURRENCY : 21JUL 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20240129 0916 9392 9291	
21	RECORD REFERENCED	FILE NUMBER	759335886		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	COMMCACHE ASSET MANAGEMENT INC		
25	OTHER CHANGE REASON/ DESCRIPTION				
02/ 05	DEBTOR/ TRANSFeree	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/ 06	TRANSFeree	BUSINESS NAME			
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER				
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
			MOTOR VEHICLE INCLUDED	DATE OF MATURITY	NO FIXED OR MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	AUTO ONE GROUP LIMITED			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	150 OAKDALE ROAD	TORONTO	ON M3N 1V9

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY \*\*\*

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR  
V. Quintanilla  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario A244

RUN NUMBER : 204  
RUN DATE : 2024/07/22  
ID : 20240722160850.80

PROVINCE OF ONTARIO  
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 18  
( 7854)

A245

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : COMMCACHE ASSET MANAGEMENT INC.  
FILE CURRENCY : 21JUL 2024

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
795960198	20230804 1601 1590 5365			
795867246	20230802 1409 1590 4883			
795867264	20230802 1410 1590 4884			
780772113	20220302 1028 1590 0653			
780772338	20220302 1029 1590 0654			
773625582	20210618 1304 1862 0692			
773625681	20210618 1305 1862 0693			
768857787	20201229 0952 1862 8222			
768857985	20201229 0954 1862 8223			
761237217	20200326 0814 1862 1321			
759335886	20200115 1452 9392 6101	20240129 0916 9392 9291		

12 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR  
*V. Quintanilla W.*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj6 05/2022)

RUN NUMBER : 204  
RUN DATE : 2024/07/22  
ID : 20240722160822.99

PROVINCE OF ONTARIO  
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 1  
( 7834)

A246

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE  
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 52 LACROIX INC.

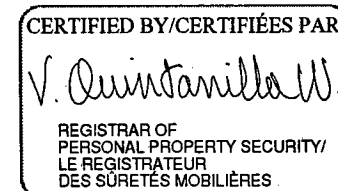
FILE CURRENCY : 21JUL 2024

ENQUIRY NUMBER 20240722160822.99 CONTAINS 3 PAGE(S), 1 FAMILY(IES).

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.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA  
3200-100 WELLINGTON STREET WEST  
TORONTO ON M5K 1K7

CONTINUED... 2



(crj6 05/2022)

Ontario  A246

RUN NUMBER : 204  
RUN DATE : 2024/07/22  
ID : 20240722160822.99

PROVINCE OF ONTARIO  
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 2  
( 7835)

A247

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 52 LACROIX INC.  
FILE CURRENCY : 21JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
769041216

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	001		20210106 1205 1862 8574	P PPSA	25

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME 52 LACROIX INC.

04 ADDRESS 3662 MAPLE GROVE ROAD INNISFIL ONTARIO CORPORATION NO. 2792626  
ON L9S 3B1

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / NATIONAL BANK OF CANADA  
LIEN CLAIMANT

09 ADDRESS 920 SAINT-JOSEPH BLVD., SUITE 200 GATINEAU PQ J8Z 1S9

COLLATERAL CLASSIFICATION		CONSUMER		MOTOR VEHICLE		AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED		MATURITY OR	MATURITY DATE

11 YEAR MAKE MODEL V.I.N.  
12 MOTOR VEHICLE

13 GENERAL ASSIGNMENT OF RENTS - WITH RESPECT TO 52 LACROIX STREET,  
14 COLLATERAL CHATHAM-KENT, ONTARIO N7M 2T6.  
15 DESCRIPTION

16 REGISTERING BORDEN LADNER GERVAIS LLP (CR/DC)  
AGENT

17 ADDRESS 1300-100 QUEEN ST OTTAWA ON K1P 1J9

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR  
V. Quintanilla  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario A247

RUN NUMBER : 204  
RUN DATE : 2024/07/22  
ID : 20240722160822.99

PROVINCE OF ONTARIO  
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 3  
( 7836)

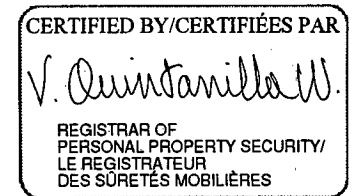
A248

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 52 LACROIX INC.  
FILE CURRENCY : 21JUL 2024

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
769041216	20210106 1205 1862 8574			

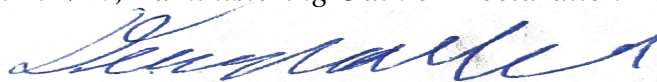
1 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



(crfj6 05/2022)



This is Exhibit “K” referred to in the  
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the  
City of Montreal, in the Province of Quebec, before me at the  
City of Toronto, in the Province of Ontario,  
this 24th day of July, 2024 in accordance with  
*O. Reg. 431/20, Administering Oath or Declaration Remotely.*



---

A Commissioner for taking affidavits

LAND  
REGISTRY  
OFFICE #53

02135-0217 (LT)

PAGE 1 OF 4  
PREPARED FOR ROXANA MANEA  
ON 2024/07/23 AT 09:53:40

A250

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

PROPERTY DESCRIPTION: LT 60, BLK B PLAN 3SA CITY OF SUDBURY

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK MULTI

PIN CREATION DATE:

1993/04/05

OWNERS' NAMES

COMMCACHE ASSET MANAGEMENT INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
<div><div><div><div>**EFFECTIVE</div><div>2000/07/29</div><div>THE NOTATION OF THE</div><div>"BLOCK IMPLEMENTATION DATE" OF 1993/04/05 ON THIS PIN**</div></div><div><div>**WAS REPLACED WITH THE</div><div>"PIN CREATION DATE" OF 1993/04/05**</div></div><div><div>** PRINTOUT</div><div>INCLUDES ALL DOCUMENT TYPES AND</div><div>DELETED INSTRUMENTS SINCE 1993/02/22 **</div></div><div><div>**SUBJECT,</div><div>ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</div></div><div><div>**</div><div>SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES</div><div>*</div></div><div><div>**</div><div>AND ESCHEATS OR FORFEITURE TO THE CROWN.</div></div><div><div>**</div><div>THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</div></div><div><div>**</div><div>IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</div></div><div><div>**</div><div>CONVENTION.</div></div><div><div>**</div><div>ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</div></div><div><div>**DATE OF CONVERSION TO</div><div>LAND TITLES: 1993/04/05 **</div></div></div></div>						
S20629	1939/06/26	TRANSFER		*** COMPLETELY DELETED ***	FRANSSI, JACK J. FRANSSI, HARRY	
S39271	1955/06/30	TRANSFER		*** COMPLETELY DELETED ***	FRANSSI, THOMAS HARRY	
LT928262	2002/04/17	TRANSFER		*** COMPLETELY DELETED *** FRANSSI, THOMAS HARRY	MAKI, THOMAS ELIAS, IN TRUST	
LT936900	2002/08/30	TRANSFER		*** COMPLETELY DELETED *** MAKI, THOMAS ELIAS, IN TRUST	MATTHEWS, DAVID RAYMOND MATTHEWS, SUZANNE STEPHANIE	
LT936901	2002/08/30	CHARGE		*** COMPLETELY DELETED *** MATTHEWS, DAVID RAYMOND MATTHEWS, SUZANNE STEPHANIE	OSTIEN, MARTIN OSTIEN, MARGARET	

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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
SD16731	2005/04/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** OSTIEN, MARTIN OSTIEN, MARGARET		
	REMARKS: RE: LT936901					
SD16732	2005/04/20	TRANSFER		*** COMPLETELY DELETED *** MATTHEWS, DAVID RAYMOND MATTHEWS, SUZANNE STEPHANIE	2068870 ONTARIO LIMITED	
SD16733	2005/04/20	CHARGE		*** COMPLETELY DELETED *** 2068870 ONTARIO LIMITED	MATTHEWS, DAVID RAYMOND MATTHEWS, SUZANNE STEPHANIE	
SD16742	2005/04/20	CHARGE		*** COMPLETELY DELETED *** 2068870 ONTARIO LIMITED	THE CANADA TRUST COMPANY	
SD100175	2007/12/04	TRANSFER		*** COMPLETELY DELETED *** 2068870 ONTARIO LIMITED	SOULE, GEORGE	
SD100176	2007/12/04	CHARGE		*** COMPLETELY DELETED *** SOULE, GEORGE	ROYAL BANK OF CANADA	
SD100177	2007/12/04	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** SOULE, GEORGE	ROYAL BANK OF CANADA	
	REMARKS: SD100176					
SD100178	2007/12/04	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** SOULE, GEORGE	ROYAL BANK OF CANADA	
	REMARKS: DELETED ON 2020/03/04 BY L.BELL PURSUANT TO SD276218.					
SD100198	2007/12/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** MATTHEWS, DAVID RAYMOND MATTHEWS, SUZANNE STEPHANIE		
	REMARKS: RE: SD16733					
SD100291	2007/12/05	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** SOULE, GEORGE	ROYAL BANK OF CANADA	
	REMARKS: RE;SD100176					
SD106876	2008/03/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE CANADA TRUST COMPANY		
	REMARKS: RE: SD16742					
SD164230	2010/01/14	CHARGE		*** COMPLETELY DELETED *** SOULE, GEORGE	DAVID R. MATTHEWS REALTY INC.	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SD164231	2010/01/14	NO ASSGN RENT GEN	\$1,080,000	SOULE, GEORGE WESLEY  *** COMPLETELY DELETED *** DAVID R. MATTHEWS REALTY INC.	SOULE, GEORGE SOULE, GEORGE WESLEY	C
REMARKS: SD164230.						
SD274891	2014/06/20	TRANSFER		*** COMPLETELY DELETED *** SOULE, GEORGE	KILGOUR, DAVID ALLAN	
REMARKS: PLANNING ACT STATEMENTS.						
SD274892	2014/06/20	CHARGE		*** COMPLETELY DELETED *** KILGOUR, DAVID ALLAN	CAISSE POPULAIRE DES VOYAGEURS INC.	
SD274893	2014/06/20	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** KILGOUR, DAVID ALLAN	CAISSE POPULAIRE DES VOYAGEURS INC.	
REMARKS: SD274892.						
SD274894	2014/06/20	CHARGE		*** COMPLETELY DELETED *** KILGOUR, DAVID ALLAN	SOULE, GEORGE	
SD274895	2014/06/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** DAVID R. MATTHEWS REALTY INC.		
REMARKS: SD164230.						
SD276218	2014/07/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
REMARKS: SD100176.						
SD278399	2014/08/13	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** SOULE, GEORGE	DAVID R. MATTHEWS REALTY INC.	
REMARKS: SD274894.						
SD394111	2020/03/25	TRANSFER		KILGOUR, DAVID ALLAN	COMMCACHE ASSET MANAGEMENT INC.	
REMARKS: PLANNING ACT STATEMENTS.						
SD394112	2020/03/25	CHARGE		*** COMPLETELY DELETED *** COMMCACHE ASSET MANAGEMENT INC.	NATIONAL BANK OF CANADA	
SD394113	2020/03/25	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** COMMCACHE ASSET MANAGEMENT INC.	NATIONAL BANK OF CANADA	
REMARKS: SD394112.						
SD394114	2020/03/25	NO ASSGN RENT SPEC		*** COMPLETELY DELETED ***		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				COMMCACHE ASSET MANAGEMENT INC.	NATIONAL BANK OF CANADA	
SD394123	2020/03/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** DAVID R. MATTHEWS REALTY INC.		
SD394806	2020/04/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** CAISSE DESJARDINS ONTARIO CREDIT UNION INC.		
SD414162	2021/02/04	CHARGE		*** COMPLETELY DELETED *** COMMCACHE ASSET MANAGEMENT INC.	REAGAN, JOSHUA	
SD424530	2021/06/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** REAGAN, JOSHUA		
SD424534	2021/06/22	CHARGE	\$2,100,000	COMMCACHE ASSET MANAGEMENT INC.	NATIONAL BANK OF CANADA	C
SD424535	2021/06/22	NO ASSGN RENT GEN		COMMCACHE ASSET MANAGEMENT INC.	NATIONAL BANK OF CANADA	C
SD483359	2023/09/08	CHARGE		*** COMPLETELY DELETED *** COMMCACHE ASSET MANAGEMENT INC.	DAVE WOOD HOLDINGS LIMITED	
SD483360	2023/09/08	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** COMMCACHE ASSET MANAGEMENT INC.	DAVE WOOD HOLDINGS LIMITED	
SD483952	2023/09/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** NATIONAL BANK OF CANADA		
SD496524	2024/05/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** DAVE WOOD HOLDINGS LIMITED		



LAND  
REGISTRY  
OFFICE #24

00927-0470 (LT)

PAGE 1 OF 5  
PREPARED FOR ROXANA MANEA  
ON 2024/07/23 AT 09:55:44

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

<u>PROPERTY DESCRIPTION:</u>		LOTS 5 AND 6, PART LOTS 9, 10 PLAN 104, PART PARK LOT 2 PLAN 105, DESIGNATED AS PART 1, 24R 5838; BLENHEIM				
<u>PROPERTY REMARKS:</u>		SUBJECT ON THE DATE OF REGISTRATION (1997/01/21) TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 THEREOF (R.S.O. 1990).				
<u>ESTATE/QUALIFIER:</u>		<u>RECENTLY:</u>		<u>PIN CREATION DATE:</u>		
FEE SIMPLE ABSOLUTE		RE-ENTRY FROM 00927-0266		1997/01/21		
<u>OWNERS' NAMES</u>		<u>CAPACITY</u> <u>SHARE</u>				
COMMCACHE ASSET MANAGEMENT INC.		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 1993/04/19 ON THIS PIN**						
**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1997/01/21**						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1997/01/21 **						
BL13147	1954/12/22	CHARGE		*** DELETED AGAINST THIS PROPERTY ***	SCOYNE, SAMUEL	
105632	1959/07/14	BYLAW				C
24R1257	1975/10/01	PLAN REFERENCE				C
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1975/09/23' TO '1975/10/01' ON 1993/05/03 BY M. JANE SEIFRIED.						
453432	1987/12/09	NO ASSG LESSEE INT		*** COMPLETELY DELETED ***		
453433	1987/12/09	NO ASSG LESSEE INT		*** COMPLETELY DELETED ***		
460763	1988/06/22	TRANSFER		*** COMPLETELY DELETED ***	WINFIELDS PROPERTY MANAGEMENT INC.	
496344	1990/10/26	CHARGE		*** COMPLETELY DELETED *** WINFIELDS PROPERTY MANAGEMENT INC.	ROYAL TRUST CORPORATION OF CANADA	
REMARKS: INSTRUMENT TYPE CHANGED FROM AGREEMENT TO CHARGE ON 1996/09/30 BY JANE SEIFRIED						
496345	1990/10/26	ASSIGNMENT GENERAL		*** COMPLETELY DELETED ***		
499334	1991/01/23	AGREEMENT		*** COMPLETELY DELETED ***		
523586	1992/10/30	CHARGE		*** COMPLETELY DELETED ***	INVESTMENTS AMPLIFIED LTD.	
526473	1993/01/13	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** INVESTMENTS AMPLIFIED LTD.	CANADIAN IMPERIAL BANK OF COMMERCE	
24R5838	1997/01/21	PLAN REFERENCE				

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LT14748	1997/04/04	APL CH NAME OWNER		*** COMPLETELY DELETED *** WINDFIELDS PROPERTY MANAGEMENT INC.	WINDFIELDS PROPERTY MANAGEMENT INC.	
LT15158	1997/05/01	CHARGE		*** COMPLETELY DELETED *** WINDFIELDS PROPERTY MANAGEMENT INC.	THE TORONTO-DOMINION BANK	
LT15159	1997/05/01	NOTICE		*** COMPLETELY DELETED *** WINDFIELDS PROPERTY MANAGEMENT INC.	THE TORONTO-DOMINION BANK	
REMARKS: LT15158						
LT16265	1997/07/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL TRUST CORPORATION OF CANADA		
REMARKS: RE: 496344, 496345, 499334						
LT16266	1997/07/16	NO DET/SURR LEASE		*** COMPLETELY DELETED *** COINAMATIC CANADA INC.	WINDFIELDS PROPERTY MANAGEMENT INC.	
REMARKS: 453433, 453432						
LT16267	1997/07/16	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE	INVESTMENTS AMPLIFIED LTD.	
REMARKS: 523586, 526473						
LT16268	1997/07/16	DISCH OF CHARGE	LT16267	*** COMPLETELY DELETED *** INVESTMENTS AMPLIFIED LTD.		
REMARKS: RE: 523586, 526473, LT16267						
LT30102	2000/08/22	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK	CANADA MORTGAGE AND HOUSING CORPORATION	
REMARKS: LT15158, LT15159						
LT30103	2000/08/22	TRANS POWER SALE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK	CANADA MORTGAGE AND HOUSING CORPORATION	
REMARKS: CUTS OUT LT15158, LT15159 & LT30102						
LT37117	2002/04/29	APL (GENERAL)		*** COMPLETELY DELETED *** CANADA MORTGAGE AND HOUSING CORPORATION		
REMARKS: DELETING BL13147						
LT37128	2002/04/30	TRANSFER		*** COMPLETELY DELETED *** CANADA MORTGAGE AND HOUSING CORPORATION	HAZELL, EDWARD LINCOLN	
LT37129	2002/04/30	CHARGE		*** COMPLETELY DELETED *** HAZELL, EDWARD LINCOLN	NATIONAL BANK OF CANADA	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LT37155	2002/05/01	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** HAZELL, EDWARD LINCOLN	NATIONAL BANK OF CANADA	
	REMARKS: RENTS,	LT37129, AUTHORIZED TO DELETE UPON THE		EXPIRATION OF 20 YEARS UNLESS EXTENDED.		
CK6543	2006/10/05	TRANSFER		*** COMPLETELY DELETED *** HAZELL, EDWARD LINCOLN	2109526 ONTARIO INC.	
	REMARKS: PLANNING ACT STATEMENTS					
CK6544	2006/10/05	CHARGE		*** COMPLETELY DELETED *** 2109526 ONTARIO INC.	LAURENTIAN BANK OF CANADA	
CK6545	2006/10/05	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2109526 ONTARIO INC.	LAURENTIAN BANK OF CANADA	
	REMARKS: RENTS	CK6544				
CK6546	2006/10/05	CHARGE		*** COMPLETELY DELETED *** 2109526 ONTARIO INC.	HAZELL, EDWARD LINCOLN	
CK12334	2007/04/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** NATIONAL BANK OF CANADA		
	REMARKS: RE: LT	37129				
CK16994	2007/08/23	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** ELRIC CONTRACTORS OF WALLACEBURG, LIMITED		
CK17808	2007/09/13	CERTIFICATE		*** COMPLETELY DELETED *** ELRIC CONTRACTORS OF WALLACEBURG, LIMITED		
CK23146	2008/02/29	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** AUTHIER PLUMBING INC.		
CK24348	2008/04/11	CERTIFICATE		*** COMPLETELY DELETED *** AUTHIER PLUMBING INC.		
	REMARKS: CK23146					
CK26336	2008/06/11	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED ***	AUTHIER PLUMBING INC.	
	REMARKS: RE: CK	23146				
CK33617	2009/02/18	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED ***	ELRIC CONTRACTORS OF WALLACEBURG, LIMITED	
	REMARKS: RE: CK	16994				
CK84903	2013/06/20	CHARGE		*** COMPLETELY DELETED *** 2109526 ONTARIO INC.	MARTELLACCI, MAURIZIO	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
CK84904	2013/06/20	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2109526 ONTARIO INC.	MARTELLACCI, MAURIZIO	
REMARKS: TO BE DELETED UPON THE DELETION OF CK84903						
CK84919	2013/06/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** HAZELL, EDWARD LINCOLN		
REMARKS: CK6546.						
CK94616	2014/05/07	LIEN		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE		
CK109576	2015/08/06	DISCHARGE INTEREST		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE		
REMARKS: CK94616.						
CK127838	2017/01/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** LARKIN, CARMEL MARTELLACCI, EVIO MARTELLACCI, VANESSA		
REMARKS: CK84903.						
CK127842	2017/01/20	CHARGE		*** COMPLETELY DELETED *** 2109526 ONTARIO INC.	ROYAL BANK OF CANADA	
CK127843	2017/01/20	NO ASSGN RENT GEN	\$1,400,000	*** COMPLETELY DELETED *** 2109526 ONTARIO INC.	ROYAL BANK OF CANADA	C
REMARKS: CK127842.						
CK128952	2017/02/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** LAURENTIAN BANK OF CANADA		
REMARKS: CK6544.						
CK165453	2019/10/30	TRANSFER		2109526 ONTARIO INC.	COMMCACHE ASSET MANAGEMENT INC.	
REMARKS: PLANNING ACT STATEMENTS.						
CK165454	2019/10/30	CHARGE		*** COMPLETELY DELETED *** COMMCACHE ASSET MANAGEMENT INC.	NATIONAL BANK OF CANADA	
CK165455	2019/10/30	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** COMMCACHE ASSET MANAGEMENT INC.	NATIONAL BANK OF CANADA	
REMARKS: CK165454						

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
CK165780	2019/11/04	NO CHNG ADDR OWNER		COMMCACHE ASSET MANAGEMENT INC.		C
CK167692	2019/12/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
REMARKS: CK127842.						
CK171355	2020/03/25	CHARGE		*** COMPLETELY DELETED *** COMMCACHE ASSET MANAGEMENT INC.	REAGAN, JOSHUA TYLER	
CK182172	2020/12/18	CHARGE		*** COMPLETELY DELETED *** COMMCACHE ASSET MANAGEMENT INC.	2689918 ONTARIO INC.	
CK182173	2020/12/18	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** COMMCACHE ASSET MANAGEMENT INC.	2689918 ONTARIO INC.	
REMARKS: CK182172						
CK182225	2020/12/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** REAGAN, JOSHUA TYLER		
REMARKS: CK171355.						
CK203148	2022/03/04	CHARGE		COMMCACHE ASSET MANAGEMENT INC.	NATIONAL BANK OF CANADA	C
CK203149	2022/03/04	NO ASSGN RENT GEN	\$1,818,000	COMMCACHE ASSET MANAGEMENT INC.	NATIONAL BANK OF CANADA	C
REMARKS: CK203148						
CK203192	2022/03/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2689918 ONTARIO INC.		
REMARKS: CK182172.						
CK207822	2022/06/06	DISCH OF CHARGE	\$450,000	*** COMPLETELY DELETED *** NATIONAL BANK OF CANADA		
REMARKS: CK165454.						
CK207993	2022/06/09	CHARGE		COMMCACHE ASSET MANAGEMENT INC.	2689918 ONTARIO INC.	C
CK207995	2022/06/09	NO ASSGN RENT GEN		COMMCACHE ASSET MANAGEMENT INC.	2689918 ONTARIO INC.	C
REMARKS: CK207993						
CK232204	2024/03/14	CHARGE	\$449,934	COMMCACHE ASSET MANAGEMENT INC.	REAGAN, JOSHUA	C

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LAND  
REGISTRY  
OFFICE #53

02131-0156 (LT)

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

PROPERTY DESCRIPTION: LTS 161 TO 163 PLAN 18SB CITY OF SUDBURY

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK MULTIP

PIN CREATION DATE:

1993/04/05

OWNERS' NAMES

COMMCACHE ASSET MANAGEMENT INC.

<u>CAPACITY</u>	<u>SHARE</u>
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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 1993/04/05 ON THIS PIN**			
**WAS REPLACED WITH THE	"PIN CREATION DATE"	OF 1993/04/05**				
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES AND	DELETED INSTRUMENTS SINCE 1992/12/13 **				
**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: 1993/04/05 **					
S90658	1986/09/29	TRANSFER		*** COMPLETELY DELETED ***	DE LA RIVA, RICARDO DE LA RIVA, ADRIENNE MARIE ANDREE	
S92594	1987/06/24	AGREEMENT			THE REGIONAL MUNICIPALITY OF SUDBURY	C
S92613	1987/06/29	CHARGE		*** COMPLETELY DELETED ***	CAISSE POPULAIRE ST-JEAN DE BREBEUF (SUDBURY) LIMITEE	
S93414	1987/10/16	NOTICE				C
LT773768	1993/11/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** CAISSE POPULAIRE ST-JEAN DE BREBEUF (SUDBURY) LIMITEE		
	REMARKS: RE: S92613					
SD286329	2014/12/11	TRANSFER		*** COMPLETELY DELETED *** DE LA RIVA, ADRIENNE MARIE ANDREE	FORTIN, STEPHANE	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SD286330	2014/12/11	CHARGE	\$1,425,000	DE LA RIVA, RICARDO  *** COMPLETELY DELETED *** FORTIN, STEPHANE	CAISSE POPULAIRE DES VOYAGEURS INC.	C
SD286331	2014/12/11	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** FORTIN, STEPHANE	CAISSE POPULAIRE DES VOYAGEURS INC.	
SD411983	2021/01/06	TRANSFER		FORTIN, STEPHANE	COMMCACHE ASSET MANAGEMENT INC.	
SD411985	2021/01/06	CHARGE		*** COMPLETELY DELETED *** COMMCACHE ASSET MANAGEMENT INC.	NATIONAL BANK OF CANADA	
SD411986	2021/01/06	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** COMMCACHE ASSET MANAGEMENT INC.	NATIONAL BANK OF CANADA	
SD415718	2021/02/26	DISCH OF CHARGE	\$2,460,000	*** COMPLETELY DELETED *** CAISSE DESJARDINS ONTARIO CREDIT UNION INC.		C
SD427599	2021/07/27	CHARGE		*** COMPLETELY DELETED *** COMMCACHE ASSET MANAGEMENT INC.	REAGAN, JOSHUA	
SD452898	2022/06/10	CHARGE		*** COMPLETELY DELETED *** COMMCACHE ASSET MANAGEMENT INC.	HMT HOLDINGS INC.	
SD452899	2022/06/10	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** COMMCACHE ASSET MANAGEMENT INC.	HMT HOLDINGS INC.	
SD453035	2022/06/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** REAGAN, JOSHUA		
SD461045	2022/09/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** NATIONAL BANK OF CANADA		C
SD476145	2023/05/25	CHARGE		COMMCACHE ASSET MANAGEMENT INC.	NATIONAL BANK OF CANADA	
SD476146	2023/05/25	NO ASSGN RENT GEN		COMMCACHE ASSET MANAGEMENT INC.	NATIONAL BANK OF CANADA	

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

02131-0156 (LT)

PAGE 3 OF 3  
PREPARED FOR ROXANA MANEA  
ON 2024/07/23 AT 09:54:31

A261

\* 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
SD476198	2023/05/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** HMT HOLDINGS INC.		



PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND  
REGISTRY  
OFFICE #12

01167-0250 (LT)

PAGE 1 OF 4  
PREPARED FOR ROXANA MANEA  
ON 2024/07/23 AT 09:57:06

A262

PROPERTY DESCRIPTION: PT LOT 5 BLOCK D PLAN 134 WINDSOR AS IN R1401500 ; WINDSOR

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 01167-0443

PIN CREATION DATE:

1998/11/27

OWNERS' NAMES

COMMCACHE ASSET MANAGEMENT INC.

<u>CAPACITY</u>	<u>SHARE</u>
-----------------	--------------

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT / CHKD
**EFFECTIVE	2000/07/29	THE NOTATION OF THE	"BLOCK IMPLEMENTATION DATE" OF 1996/01/08 ON THIS PIN**			
**WAS REPLACED WITH THE	"PIN CREATION DATE"	OF 1998/11/27**				
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES AND	DELETED INSTRUMENTS SINCE 1998/11/27 **				
**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: 1998/11/30 **					
R1401500	1997/10/01	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** J T'S INVESTMENTS INC	PANICCIA REAL ESTATE INVESTMENTS INC.	
				CORRECTIONS: 'TRANSFeree' CHANGED FROM 'INC' TO 'INC.' ON 1998/11/26 BY LAND REGISTRAR #56.		
R1401501	1997/10/01	CHARGE		*** DELETED AGAINST THIS PROPERTY *** PANICCIA REAL ESTATE INVESTMENTS INC	CIBC MORTGAGES INC	
R1401502	1997/10/01	ASSIGNMENT GENERAL		*** DELETED AGAINST THIS PROPERTY *** PANICCIA REAL ESTATE INVESTMENTS INC	CIBC MORTGAGES INC	
				REMARKS: #1401501		
LT317879	2001/09/13	APL CH NAME OWNER		*** COMPLETELY DELETED *** PANICCIA REAL ESTATE INVESTMENTS INC.	CORONADO INVESTMENTS (WINDSOR) INC	

# A262

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
LT317880	2001/09/13	TRANSFER		*** COMPLETELY DELETED *** CORONADO INVESTMENTS (WINDSOR) INC	1318908 ONTARIO LIMITED	
LT317881	2001/09/13	CHARGE		*** COMPLETELY DELETED *** 1318908 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	
LT317882	2001/09/13	APL (GENERAL)		*** COMPLETELY DELETED *** THE EQUITABLE TRUST COMPANY	1318908 ONTARIO LIMITED	
REMARKS: LT317881						
LT320947	2001/10/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC		
REMARKS: RE: R1401501						
CE316874	2008/02/28	CAU AGR PUR & SALE		*** COMPLETELY DELETED *** 1318908 ONTARIO LIMITED	2150040 ONTARIO LIMITED, WITH RIGHT TO ASSIGN	
CE466983	2011/04/20	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** THE EQUITABLE TRUST COMPANY	COMPUTERSHARE TRUST COMPANY OF CANADA	
REMARKS: LT317881.						
CE586612	2013/10/17	TRANSFER		*** COMPLETELY DELETED *** 1318908 ONTARIO LIMITED	WINRAV INVESTMENTS LIMITED	
REMARKS: PLANNING ACT STATEMENTS.						
CE586613	2013/10/17	CHARGE		*** COMPLETELY DELETED *** WINRAV INVESTMENTS LIMITED	ROYAL BANK OF CANADA	
CE586614	2013/10/17	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** WINRAV INVESTMENTS LIMITED	ROYAL BANK OF CANADA	
REMARKS: CE586613-RENTS						
CE644067	2015/01/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA		
REMARKS: LT317881. CE466983,LT317882						
CE739375	2016/10/13	TRANSFER		*** COMPLETELY DELETED *** WINRAV INVESTMENTS LIMITED	800 HOWARD AVENUE INC.	
REMARKS: PLANNING ACT STATEMENTS.						
CE739376	2016/10/13	CHARGE		*** COMPLETELY DELETED *** 800 HOWARD AVENUE INC.	LIBRO CREDIT UNION LIMITED	
CE739377	2016/10/13	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 800 HOWARD AVENUE INC.	LIBRO CREDIT UNION LIMITED	

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

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
CE744863	2016/11/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
CE831922	2018/06/01	NOTICE OF LEASE	\$2	COINAMATIC CANADA INC.	COINAMATIC CANADA INC.	C
CE989009	2021/02/02	CHARGE		*** COMPLETELY DELETED *** 800 HOWARD AVENUE INC.	KYBURG HOLDINGS INC.	
CE989326	2021/02/04	CHARGE		*** COMPLETELY DELETED *** 800 HOWARD AVENUE INC.	NEVADA ROSE HOLDINGS	
CE1016605	2021/06/25	TRANSFER	\$2,282,500	800 HOWARD AVENUE INC.	COMMCACHE ASSET MANAGEMENT INC.	C
CE1016606	2021/06/25	CHARGE		*** COMPLETELY DELETED *** COMMCACHE ASSET MANAGEMENT INC.	ROYAL BANK OF CANADA	
CE1016607	2021/06/25	POSTPONEMENT		*** COMPLETELY DELETED *** COINAMATIC CANADA INC.	ROYAL BANK OF CANADA	
CE1016615	2021/06/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** KYBURG HOLDINGS INC.		
CE1016616	2021/06/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** NEVADA ROSE HOLDINGS		
CE1016632	2021/06/25	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** COMMCACHE ASSET MANAGEMENT INC.	ROYAL BANK OF CANADA	
CE1033396	2021/09/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** LIBRO CREDIT UNION LIMITED		
CE1091087	2022/07/19	CHARGE		*** COMPLETELY DELETED *** COMMCACHE ASSET MANAGEMENT INC.	REAGAN, JOSHUA	

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
CE1146073	2023/08/04	CHARGE	\$3,240,000	COMMCACHE ASSET MANAGEMENT INC.	NATIONAL BANK OF CANADA	C
CE1146074	2023/08/04	NO ASSGN RENT GEN		COMMCACHE ASSET MANAGEMENT INC.	NATIONAL BANK OF CANADA	C
REMARKS: TO BE DELETED UPON THE DELETION OF CE1146073						
CE1146082	2023/08/04	POSTPONEMENT		COINAMATIC CANADA INC.	NATIONAL BANK OF CANADA	C
REMARKS: CE831922 TO CE1146073						
CE1146249	2023/08/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** REAGAN, JOSHUA		
REMARKS: CE1091087.						
CE1167709	2024/01/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
REMARKS: CE1016606.						

PROPERTY DESCRIPTION: LT 8 PL 244; CHATHAM-KENT

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 00522-0430

PIN CREATION DATE:

2005/11/21

OWNERS' NAMES

52 LACROIX INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/11/18 **						
**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 **						
542870	1994/04/29	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** COLE, RALPH COLE, LOIS	KATZMAN, IVAN KATZMAN, JANE	
CORRECTIONS: 'TRANSFeree' CHANGED FROM 'KTAZMAN, JANE'				TO 'KATZMAN, JANE' ON 2005/06/03 BY LAND REGISTRAR #1.		
CK10565	2007/02/06	TRANSFER		*** COMPLETELY DELETED *** KATZMAN, IVAN KATZMAN, JANE	KERITH HOLDINGS LTD.	
CK10566	2007/02/06	CHARGE		*** COMPLETELY DELETED *** KERITH HOLDINGS LTD.	THE EQUITABLE TRUST COMPANY	
CK10567	2007/02/06	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** KERITH HOLDINGS LTD.	THE EQUITABLE TRUST COMPANY	
REMARKS: RENTS CK10566						
CK10568	2007/02/06	CHARGE		*** COMPLETELY DELETED *** KERITH HOLDINGS LTD.	NAJJAR, GHASSAN	
CK19830	2007/11/06	DISCH OF CHARGE		*** COMPLETELY DELETED ***		

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
	REMARKS: RE: CK10568			NAJJAR, GHASSAN		
CK39392	2009/09/23	CHARGE		*** COMPLETELY DELETED *** KERITH HOLDINGS LTD.	ROYAL BANK OF CANADA	
CK42568	2010/01/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE EQUITABLE TRUST COMPANY		
	REMARKS: CK10566.					
CK182628	2021/01/07	TRANSFER	\$565,000	KERITH HOLDINGS LTD.	52 LACROIX INC.	C
	REMARKS: PLANNING ACT STATEMENTS.					
CK182635	2021/01/07	CHARGE	\$580,000	52 LACROIX INC.	NATIONAL BANK OF CANADA	C
CK182636	2021/01/07	NO ASSGN RENT GEN		52 LACROIX INC.	NATIONAL BANK OF CANADA	C
	REMARKS: CK182635					
CK185920	2021/03/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
	REMARKS: CK39392.					
CK212396	2022/09/15	CHARGE	\$350,000	52 LACROIX INC.	O'NEILL, ROBERT	C
CK233002	2024/04/10	CERTIFICATE		*** COMPLETELY DELETED *** THE CORPORATION OF THE MUNICIPALITY OF CHATHAM-KENT		
	REMARKS: TAX ARREARS					
CK234457	2024/05/24	APL (GENERAL)		*** COMPLETELY DELETED *** THE CORPORATION OF THE MUNICIPALITY OF CHATHAM-KENT		
	REMARKS: CANCELS CK233002					

This is Exhibit "L" referred to in the  
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the  
City of Montreal, in the Province of Quebec, before me at the  
City of Toronto, in the Province of Ontario,  
this 24th day of July, 2024 in accordance with  
*O. Reg. 431/20, Administering Oath or Declaration Remotely.*

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

A Commissioner for taking affidavits



# WELLENREITER LLP

## LAWYERS

280 PLAINS ROAD WEST  
BURLINGTON, ONTARIO  
CANADA L7T 1G4

Tel: 905-529-4520  
Fax: 905-529-7943

ANTHONY WELLENREITER, LL.B., K.C.\*  
RICHARD A. WELLENREITER, B.A. (Hons.) LL.B.\*  
WALTER R. WELLENREITER, B.A., LL.B., LL.M.\*  
MICHAEL N. RUBENSTEIN, B.A., LL.B.  
SANDRA MAJIC, B.A. (Hons.), M.A., LL.B.



A269

[awellenreiter@wellenreiter.ca](mailto:awellenreiter@wellenreiter.ca)  
[rwellenreiter@wellenreiter.ca](mailto:rwellenreiter@wellenreiter.ca)  
[wwwellenreiter@wellenreiter.ca](mailto:wwwellenreiter@wellenreiter.ca)  
[mrubenstein@wellenreiter.ca](mailto:mrubenstein@wellenreiter.ca)  
[smajic@wellenreiter.ca](mailto:smajic@wellenreiter.ca)

February 21, 2024

**DELIVERED BY**  
**REGISTERED MAIL**

Operator's Name: Teresa  
This document is confidential and privileged.  
Disclosure to other than the named recipient  
may result in breach of certain laws and  
infringement of third party rights. If you receive  
this communication in error, contact us  
immediately.

To: All parties listed in Schedule "B" attached hereto to the Notice of Sale Under Mortgage

Re: Our client: 2689918 Ontario Inc.  
Mortgage registered against 199-215 John Street East, Blenheim, Ontario  
Our file No.: G-37375

We are the lawyers for 2689918 Ontario Inc. with respect to the above-noted mortgage. Enclosed please find the Notice of Sale Under a Mortgage dated February 20, 2024, for the above noted property.

Yours very truly,

**WELLENREITER LLP**

Per:

Richard A. Wellenreiter\*

RAW/tn  
Encl.

## NOTICE OF SALE UNDER MORTGAGE

**TO: The parties listed in Schedule "B" attached hereto.**

Take notice that default has been made in payment of the moneys due under a certain mortgage made between **COMMCACHE ASSET MANAGEMENT INC.**, as mortgagor, **BENJAMIN OAKES**, as guarantor and **2689918 ONTARIO INC.** as mortgagee, and registered as instrument number CK207993 in the Land Titles Division of Kent (No. 24) on June 9, 2022, which is registered upon the following property, namely:

<i>PIN</i>	00927 - 0470 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LOTS 5 AND 6, PART LOTS 9, 10 PLAN 104, PART PARK LOT 2 PLAN 105, DESIGNATED AS PART 1, 24R 5838; BLENHEIM		
<i>Address</i>	JOHN STREET EAST BLENHEIM		

Municipally known as 199-215 John Street East, Blenheim, Ontario

The current rate of interest under the Mortgage is 11.0% per annum, calculated monthly, not in advance and payable monthly in interest only payments.

And we hereby give you notice that the amount now due, as of February 16, 2024, on the mortgage for principal money, interest, section 17 Mortgages Act interest, administration charges, taxes, insurance premiums, and legal costs respectively, is as follows:

1.	Principal due as of February 16, 2024 (See Schedule "A")	\$481,955.66
2.	Section 17 Mortgages Act interest	\$13,253.78
3.	Lender renewal fee due July 1, 2023	\$4,819.56
4.	Lender missed payment	\$2,100.00
5.	Lender default proceedings fee	\$500.00
6.	Lender mortgage statement fee	\$200.00
7.	Lender management fee	\$750.00

8.	Legal Fees and disbursements re preparation of Notice of Sale (Such amount for legal fees and disbursements up to and including the service of this Notice only. Thereafter, such further, costs, legal fees and disbursements will be charged in accordance with the terms of the mortgage)	\$4,463.50
	<b>Total</b>	<b>\$512,018.59</b>

Such amount for costs being up to and including the service of this Notice only, and thereafter such further costs and disbursements will be charged as may be proper, together with interest at the rate of 12% per year calculated monthly, not in advance, on the principal and interest hereinbefore mentioned from February 16, 2024, to the date of payment.

And unless the said sums are paid on or before March 29, 2024, the undersigned shall sell the property covered by the said mortgage under the provisions contained in it.

This notice is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

Dated February 20, 2024.

**2689918 Ontario Inc.**

**Mortgagee**

**Per:**



**Doug Laver,**

**President**

**With Authority to Bind the Corporation**

## SCHEDULE "A"

Schedule "A"		H-34197	
2689918 Ontario Inc. mortgage from Commcache Asset Management Inc. 199-215 John Street East, Blenheim, Ontario			
	Principal balance (interest at 12% per year, calculated monthly, not in advance)		\$450,000.00
01-Jul-23			
01-Aug-23	Interest payment due		\$4,500.00
01-Sep-23	Interest payment due based upon:	\$454,500.00	\$4,545.00
01-Oct-23	Interest payment due based upon:	\$459,045.00	\$4,590.45
01-Nov-23	Interest payment due based upon:	\$463,635.45	\$4,636.35
01-Dec-23	Interest payment due based upon:	\$468,271.80	\$4,682.72
01-Jan-24	Interest payment due based upon:	\$472,954.52	\$4,729.55
01-Feb-24	Interest payment due based upon:	\$477,684.07	\$4,776.84
16-Feb-24	Interest due on:	\$482,460.91	\$2,495.49
Principal and Interest outstanding as of February 16, 2024			\$484,956.40
per diem: \$159.44			

**SCHEDULE "B"**

**TO: COMMCACHE ASSET MANAGEMENT INC.**  
**3665 Maple Grove Road**  
**Innisfil, Ontario**  
**L9S 3B1**

**AND TO: BENJAMIN OAKES**  
**3665 Maple Grove Road**  
**Innisfil, Ontario**  
**L9S 3B1**

**AND TO: COMMCACHE ASSET MANAGEMENT INC.**  
**199-215 John Street East,**  
**Blenheim, Ontario**  
**N0P 1A0**

**AND TO: NATIONAL BANK OF CANADA**  
**920 Saint-Joseph Boulevard, Suite 200**  
**Gatineau, Quebec**  
**J8Z 1S9**





**BAKER &  
DOODNAUTH**  
Barristers & Solicitors

CHARLES BAKER, B.A., J.D.  
WILLIAM K. DOODNAUTH, B.A. HONS., M.A., LL.B.

Direct e-mail: [cbaker@newmarketlaw.com](mailto:cbaker@newmarketlaw.com)

January 18, 2024  
Our File No: 22109

**VIA REGULAR MAIL**

DAVE WOOD HOLDINGS LIMITED  
300 Mulock Drive  
Newmarket, ON L3Y 9B8

**VIA REGISTERED MAIL**

BENJAMIN DALE OAKES  
3665 Maplegrove Road  
Innisfil, ON L9S 3B1

**VIA REGISTERED MAIL**

BENJAMIN DALE OAKES, GUARANTOR  
3665 Maplegrove Road  
Innisfil, ON L9S 3B1

**VIA REGISTERED MAIL**

COMMCACHE ASSET MANAGEMENT INC.  
3665 Maplegrove Road  
Innisfil, ON L9S 3B1

**VIA REGISTERED MAIL**

ROYAL BANK OF CANADA  
10 York Mills Road, 3<sup>rd</sup> floor  
Toronto, ON M2P 0A2

**VIA REGISTERED MAIL**

NATIONAL BANK OF CANADA  
920 St. Joseph Blvd., Suite 200  
Gatineau, QC J8Z 1S9



Dear Sirs and Madams:

**Re: Dave Wood Holdings Limited v. Commcache Asset Management Inc.**  
**45 Hartman Avenue, Sudbury, Ontario**

---

Enclosed please find Notice of Sale Under Mortgage, dated January 18, 2024, which is served upon you pursuant to the *Mortgages Act*.

Also enclosed are a Notice of Intention to Enforce a Security, and a Notice of Intent by Secured Creditor, both dated January 18, 2024, which are served upon you pursuant to the *Bankruptcy and Insolvency Act* and *Farm Debt Mediation Act*, respectively. I also enclose a Consent.

Yours truly,

**BAKER & DOODNAUTH**  
**Barristers & Solicitors**



Charles Baker

/ts  
Encl.  
c. Client

NOTICE OF SALE UNDER CHARGE/MORTGAGE OF LAND

A277

**TAKE NOTICE** that default has been made in payment of the monies due under a certain mortgage dated the 8<sup>th</sup> day of September, 2023, made between

COMMCACHE ASSET MANAGEMENT INC.

As Mortgagor

and

DAVE WOOD HOLDINGS LIMITED

As Mortgagee

and

BENJAMIN DALE OAKES

As Guarantor

Upon the following property: namely:

PIN 02135 – 0217 LT, LT 60, BLK B PLAN 3SA CITY OF SUDBURY; MUNICIPALLY KNOWN AS 45 Hartman Avenue, Sudbury, Ontario, which the mortgage was registered on the 8<sup>th</sup> of September 2023, in the Land Registry Office for the Land Titles Division of Sudbury (No. 53), as Instrument No. SD483359 and the Assignments of Rents registered as instrument number SD483360.

And we hereby give you notice that the amount now due under the mortgage for principal, money, interest, and other allowable charges and costs, respectively, is \$342,992.02 made up as follows:

Principal Balance	\$325,000.00
Accrued Interest to the 5 <sup>th</sup> day of January 2024	\$ 12,092.02

A277

Administrative Fees	\$ 2,200.00
Insurance Cancellation Notices	\$ 1,200.00
Costs, inclusive of H.S.T., (such amount for costs being up to and including the service of this notice only, and thereafter such further costs and disbursements will be charged as may be proper),	\$ 2,500.00
<b>TOTAL AS AT THE 5TH DAY OF JANUARY, 2024</b>	<b>\$342,992.02</b>

(such amounts for costs being up to and including the service of this Notice only, and thereafter such further costs and disbursements will be charged as may be proper) together with interest thereon at the rate of \$124.66 per day from this date and further costs incurred because of these proceedings.

**AND UNLESS** the said sums are paid on or before the 7<sup>th</sup> day of March, 2024, (*a day not less than 45 days from the service of the notice where the power of sale is exercised under Part II, or a day not less than 35 days from the service of the notice where Part III applies*) we shall sell the property covered by the said mortgage under the provisions contained in it. (*or if so under Part II of the Mortgages Act*).

**THIS NOTICE** is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

Dated the 18<sup>th</sup> day of January, 2024.



Charles Baker  
Solicitor for Dave Wood Holdings Limited

Reply to  
**BAKER & DOODNAUTH**  
Barristers & Solicitors  
York Legal Building  
17070 Yonge Street, Suite 200  
Newmarket, Ontario, L3Y 8Z4

Tel: 905-895-8184  
Fax: 905-895-8269  
Email: [cbaker@newmarketlaw.com](mailto:cbaker@newmarketlaw.com)



**TO: DAVE WOOD HOLDINGS LIMITED**  
300 Mulock Drive  
Newmarket, ON  
L3Y 9B8

**TO: BENJAMIN DALE OAKES**  
3665 Maplegrove Road  
Innisfil, ON  
L9S 3B1

**TO: BENJAMIN DALE OAKES, GUARANTOR**  
3665 Maplegrove Road  
Innisfil, ON  
L9S 3B1

**TO: COMMCACHE ASSET MANAGEMENT INC.**  
3665 Maplegrove Road  
Innisfil, ON  
L9S 3B1

**TO: ROYAL BANK OF CANADA**  
10 York Mills Road, 3<sup>rd</sup> floor  
Toronto, ON  
M2P 0A2

**TO: NATIONAL BANK OF CANADA**  
920 St. Joseph Blvd., Suite 200  
Gatineau, QC  
J8Z 1S9

COMMCACHE ASSET MANAGEMENT INC.  
Mortgagor

DAVE WOOD HOLDINGS LIMITED  
Mortgagee

BENJAMIN DALE OAKES  
Guarantor **A280**

(Short Title of Proceedings)

IN THE MATTER OF *MORTGAGE ACT*

**NOTICE OF SALE UNDER  
CHARGE/MORTGAGE OF LAND**

**BAKER & DOODNAUTH**

Barristers & Solicitors

York Legal Building

17070 Yonge Street

Suite 200

Newmarket, Ontario, L3Y 8Z4

Charles Baker (LSO Reg. No. 30552C)

Barrister and Solicitor

Solicitor for the Mortgagee

Tel: 905-895-8184

Fax: 905-895-8269

Email: [cbaker@newmarketlaw.com](mailto:cbaker@newmarketlaw.com)

**A280**

**NOTICE OF INTENTION TO ENFORCE A SECURITY**  
**(Rule 124)**

To: **COMMCACHE ASSET MANAGEMENT INC.**, an insolvent individual

And To: **BENJAMIN DALE OAKES**

Take notice that:

1. **DAVE WOOD HOLDINGS LIMITED**, secured creditor, intends to enforce its security on the insolvent individual's property described below:

**COMMCACHE ASSET MANAGEMENT INC.**

PIN 02135 – 0217 LT, LT 60, BLK B PLAN 3SA CITY OF SUDBURY

2. The security that is to be enforced is the following: the mortgage registered in the Land Registry Office for the Land Titles Division of Sudbury (No. 53), on the 8<sup>th</sup> day of September 2023, as Instrument No. SD483359 and the Assignment of Rents registered as instrument number SD483360 on the 8<sup>th</sup> day of September 2023.
3. The total amount of indebtedness secured by the security is \$342,992.02 as of January 5, 2024.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

Dated at Newmarket, this 18<sup>th</sup> day of January, 2024

  
\_\_\_\_\_  
Charles Baker,  
Solicitor for Dave Wood Holdings  
Limited

**BAKER & DOODNAUTH**  
Barristers & Solicitors  
York Legal Building  
17070 Yonge Street, Suite 200  
Newmarket, Ontario, L3Y 8Z4

Tel: 905-895-8184  
Fax: 905-895-8269  
Email: [cbaker@newmarketlaw.com](mailto:cbaker@newmarketlaw.com)

**TO: DAVE WOOD HOLDINGS LIMITED**  
300 Mulock Drive  
Newmarket, ON  
L3Y 9B8

**TO: BENJAMIN DALE OAKES**  
3665 Maplegrove Road  
Innisfil, ON  
L9S 3B1

**TO: BENJAMIN DALE OAKES, GUARANTOR**  
3665 Maplegrove Road  
Innisfil, ON  
L9S 3B1

**TO: COMMCACHE ASSET MANAGEMENT INC.**  
3665 Maplegrove Road  
Innisfil, ON  
L9S 3B1

**TO: ROYAL BANK OF CANADA**  
10 York Mills Road, 3<sup>rd</sup> floor  
Toronto, ON  
M2P 0A2

**TO:** **NATIONAL BANK OF CANADA**  
920 St. Joseph Blvd., Suite 200  
Gatineau, QC  
J8Z 1S9



**NOTICE OF INTENT BY SECURED CREDITOR  
UNDER THE *FARM DEBT MEDIATION ACT***

As required under Section 21 of the *Farm Debt Mediation Act*, you are hereby notified that it is the intent of:

**DAVE WOOD HOLDINGS LIMITED, creditor**


To enforce a remedy against the property of, or commence a proceeding, action, execution or other proceeding, judicial or extra-judicial, for the recovery of a debt, the realization of the security or the taking of the property of:

**COMMCACHE ASSET MANAGEMENT INC. AND BENJAMIN DALE OAKES, AS  
GUARANTOR**

45 Hartman Avenue, Sudbury

PIN 02135 – 0217 LT, LT 60, BLK B PLAN 3SA CITY OF SUDBURY

Dated this 18<sup>th</sup> day of January, 2024 at Newmarket, Ontario

  
\_\_\_\_\_  
Charles Baker,  
Solicitor for Dave Wood Holdings Limited

**BAKER & DOODNAUTH**  
Barristers & Solicitors  
York Legal Building  
17070 Yonge Street, Suite 200  
Newmarket, Ontario, L3Y 8Z4

Tel: 905-895-8184  
Fax: 905-895-8269  
Email: cbaker@newmarketlaw.com

You are hereby notified of your right to make application under Section 5 of the *Farm Debt Mediation Act* for a review of your financial affairs, mediation with your creditors, and to obtain a stay of proceedings against this action. Provided you are:

- a. Currently engaged in farming for commercial purposes; and
- b. Insolvent, meantime that you are:
  - Unable to meet your obligations as they generally become due; or
  - Have ceased paying your current obligations in the ordinary course of business as they generally become due; or
  - The aggregate of your property is not, at fair valuation, sufficient, or if disposed of at a fairly conducted sale under legal process would not be sufficient, to enable payment of all your obligations, due and accruing due.

*Please note:* A secured creditor must wait 15 business days after this notice has been deemed served before beginning action to realize on their security. You may apply for mediation and a stay of proceedings at any time, before, during, or after the 15 business day period, by making an application to the Farm Debt Mediation Service.

The Farm Debt Mediation Service provides qualified farm financial counselors to conduct a financial review and to prepare a recovery plan for your mediation meeting. Qualified mediators are provided to help you and your creditors reach a mutually satisfactory arrangement.

Application forms and more information about the service can be obtained from:  
Farm Debt Mediation Service  
1-866-452-5556

The information you provide on this document is collected by Agriculture and Agri-Food Canada under the authority of the *Farm Debt Mediation Act* for the purpose of facilitating financial arrangements between farmers and their creditors. Personal information will be protected under the provisions of the *Privacy Act* and will be stored in Personal Information Bank AAFC-PPU-227. Information may be accessible or protected as required under the provisions of the *Access to Information Act*.

**TO: DAVE WOOD HOLDINGS LIMITED**  
300 Mulock Drive  
Newmarket, ON  
L3Y 9B8

**TO: BENJAMIN DALE OAKES**  
3665 Maplegrove Road  
Innisfil, ON  
L9S 3B1

**TO: BENJAMIN DALE OAKES, GUARANTOR**  
3665 Maplegrove Road  
Innisfil, ON  
L9S 3B1

**TO: COMMCACHE ASSET MANAGEMENT INC.**  
3665 Maplegrove Road  
Innisfil, ON  
L9S 3B1

**TO: ROYAL BANK OF CANADA**  
10 York Mills Road, 3<sup>rd</sup> floor  
Toronto, ON  
M2P 0A2

**TO: NATIONAL BANK OF CANADA**  
920 St. Joseph Blvd., Suite 200  
Gatineau, QC  
J8Z 1S9

**CONSENT**

**TO:** DAVE WOOD HOLDINGS LIMITED (the “**Secured Creditor**”)

**FROM:** COMMCACHE ASSET MANAGEMENT INC. (the “**Insolvent Person**”)

The Insolvent Person acknowledges receipt of a Notice of Intention to Enforce Security dated January 18, 2024, delivered by the Secured Creditor.

For consideration received, the receipt and sufficiency of which are hereby acknowledges, the Insolvent Person hereby consents to the immediate enforcement by the Secured Creditor of the security held by the Secured Creditor from the Insolvent Person, and for the same consideration waives any further notice from the Secured Creditor with respect to the enforcement of its security and the exercise of the other remedies of the Secured Creditor against the Insolvent Person.

**DATED** this 18th day of January, 2024

\_\_\_\_\_  
**COMMCACHE ASSET MANAGEMENT INC.**

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

Title: \_\_\_\_\_

I have authority to bind the corporation.

This is Exhibit "M" referred to in the  
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the  
City of Montreal, in the Province of Quebec, before me at the  
City of Toronto, in the Province of Ontario,  
this 24th day of July, 2024 in accordance with  
*O. Reg. 431/20, Administering Oath or Declaration Remotely.*



---

A Commissioner for taking affidavits



BACHRA INSURANCE AGENCY LTD  
113-18 CROWN STEEL DR  
MARKHAM ON L3R 9X8

Co-operators General Insurance Company



002660

NATIONAL BANK OF CANADA  
200-920 BOUL SAINT-JOSEPH  
GATINEAU QC J8Z 1S9

February 15, 2024

**Commercial Policy No.** 4001331000

**Name of Insured:** COMMCACHE ASSET MANAGEMENT INC

This policy has been cancelled or non-renewed. As a result, we have removed your interest in this policy.

Cancellation is effective February 5, 2024 12:01 a.m. local time.

If you have any questions regarding this letter, please contact COMMCACHE ASSET MANAGEMENT INC.

Sincerely,

Co-operators  
Investments. Insurance. Advice.

P002660-C012065-1/2-VIP /SEL/



A289

Scan and sign in  
for payment

CADDINTCOCANC

This is Exhibit "N" referred to in the  
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the  
City of Montreal, in the Province of Quebec, before me at the  
City of Toronto, in the Province of Ontario,  
this 24th day of July, 2024 in accordance with  
*O. Reg. 431/20, Administering Oath or Declaration Remotely.*



---

A Commissioner for taking affidavits

June 19, 2024

**VIA EMAIL AND COURIER**

Commcache Asset Management Inc.  
3665 Maple Grove Road,  
Innisfil, ON L9S 3B1

**Attention: Benjamin Oakes,  
Director & Officer**

Dear Sir:

**Re: Indebtedness of Commcache Asset Management Inc. (the “Borrower”) to National Bank of Canada (the “Bank”)**

We are the solicitors for the Bank, a secured creditor of the Borrower, with respect to the above-noted matter.

We refer to the credit facilities made available by the Bank to the Borrower (collectively, the “**Credit Facilities**”), including the following mortgage facilities (the Borrower’s various agreements with the Bank, including the Offers of a Term Loan secured by Mortgage collectively, the “**Credit Agreements**”):

- (i) the demand \$2,100,000 mortgage facility in respect of the property municipally known as 45 Hartman Avenue, Sudbury (the “**Hartman Property**”);
- (ii) the demand \$1,818,000 mortgage facility in respect of the property municipally known as 199-215 John Street East, Blenheim, Ontario (the “**John Street Property**”);
- (iii) the demand \$2,460,000 mortgage facility in respect of the property municipally known as 220 King Street, Sudbury; and
- (iv) the demand \$3,240,000 mortgage facility in respect of the property municipally known as 800 Howard Avenue and 581 Cataraqui, Windsor, Ontario, N9A 1R9.

The Borrower is in default of the terms of *each of the* Credit Agreements and its other arrangements with the Bank (collectively, the “**Events of Default**”), including as a result of the following:

- (i) the Borrower permitted two second-ranking mortgages and notice of assignment of rents to be registered against each of the Hartman Property and the John Street Property without the Bank’s prior written consent;

- (ii) the second-ranking mortgagees in respect of each of the Hartman Property and the John Street Property have taken enforcement steps in respect thereof, including pursuant to separate Notices of Sale Under Mortgage dated February 20, 2024 and January 18, 2024, respectively;
- (iii) Co-operators General Insurance Company has advised the Bank that the Borrower's insurance policy #4001331000 has been cancelled due to non-payment;
- (iv) it is a term of each of the Credit Agreements that a default by the Borrower under any other binding offer or agreement with the Bank constitutes a default under such Credit Agreement;
- (v) the Borrower has caused an authorized overdraft (the "**Overdraft**") of its commercial account with the Bank. The Overdraft, currently in the amount of \$74,641.90, has not remedied, and the Bank has since frozen the account; and
- (vi) failing to make payments when due in respect of the Credit Facilities.

The relevant statutory periods under the Notices of Sale under Mortgage have expired.

The Bank's special loans group has sought to discuss the Defaults, including the Overdraft and the Notices of Sale under Mortgage with the Borrower on several occasions. On May 16, 2024, you spoke with Mr. Cyr and advised that the Borrower was attempting to secure financing in the amount of \$130,000 to pay the mortgage arrears. The Bank indicated that the Borrower would need to secure funds in the amount of \$141,000 to satisfy the outstanding arrears (not including the due and owing principal balance of the mortgage in respect of the John Street Property, which term has expired). You promised the Bank that the Borrower would provide proof of the necessary funds by the end of day on May 17, 2024. The Bank has not received anything from the Borrower.

The Bank is not satisfied with the Borrower's attempts to refinance the indebtedness owing by the Borrower to the Bank. The Borrower has not provided any proof of credible financing sources or funds that would be sufficient to either bring the Borrower current with all principal and interest payments outstanding or to fully repay the indebtedness.

No satisfactory response has been provided to the Bank in respect of remedying the Defaults, the Overdraft or the Notices of Sale under Mortgage.

As at June 17, 2024, the Borrower is indebted to the Bank in the total amount of \$8,424,023.68 (the "**Indebtedness**") as further set out in **Schedule "A"** hereto.

**On behalf of the Bank, we hereby demand payment of the Indebtedness, namely the sum of \$8,424,023.68, together with interest thereon and all costs, including all legal, consultant and other agent fees and disbursements, incurred by the Bank to the date of payment.**

In the event that you fail to pay the sum indicated, the Bank shall pursue its remedies against you and will take whatever steps it deems appropriate to seek repayment of the amounts set out herein.

We also enclose at this time a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (Canada) together with a Consent thereto. If you consent to the Bank enforcing its rights and remedies without further delay, please date and execute one copy of the Consent attached to the enclosed Notice of Intention to Enforce Security and return same to the undersigned by email forthwith.

**Please immediately contact Alexandre Cyr, Senior Manager, Special Loans at the Bank to discuss the repayment of the Credit Facilities.**

Yours truly,

**Thornton Grout Finnigan LLP**



Puya Fesharaki  
PJF

Encls.



**Schedule “A”**

**Indebtedness of Commcache Asset Management Inc.  
to National Bank of Canada as at June 17, 2024**

<b>Facility</b>	<b>Total</b>
Mortgage # 4126967	<b>\$1,516,073.78</b>
Mortgage # 4163307	<b>\$1,745,059.26</b>
Mortgage # 4271068	<b>\$2,141,365.26</b>
Mortgage # 4219980	<b>\$2,929,489.87</b>
Unauthorized Overdraft	<b>\$76,513.32</b>
MasterCard Facility	<b>\$15,522.19</b>
<b>TOTAL</b>	<b><u>\$8,424,023.68</u></b>

E.&O.E.



April 12, 2024

**VIA EMAIL AND COURIER**

Commcache Asset Management Inc.  
3665 Maple Grove Road,  
Innisfil, ON L9S 3B1

**Attention: Benjamin Oakes,  
Director & Officer**

Dear Sir:

**Re: Indebtedness of Commcache Asset Management Inc. (the “Borrower”) to National Bank of Canada (the “Bank”)**

We are the solicitors for the Bank, a secured creditor of the Borrower, with respect to the above-noted matter.

We refer to the credit facilities made available by the Bank to the Borrower (collectively, the “**Credit Facilities**”), including the following mortgage facilities (the Borrower’s various agreements with the Bank, including the Offers of a Term Loan secured by Mortgage collectively, the “**Credit Agreements**”):

- (i) the demand \$2,100,000 mortgage facility in respect of the property municipally known as 45 Hartman Avenue, Sudbury (the “**Hartman Property**”);
- (ii) the demand \$1,818,000 mortgage facility in respect of the property municipally known as 199-215 John Street East, Blenheim, Ontario (the “**John Street Property**”);
- (iii) the demand \$2,460,000 mortgage facility in respect of the property municipally known as 220 King Street, Sudbury; and
- (iv) the demand \$3,240,000 mortgage facility in respect of the property municipally known as 800 Howard Avenue and 581 Cataraqui, Windsor, Ontario, N9A 1R9, an offer of term loan by mortgage dated August 4, 2023.

The Borrower is in default of the terms of *each of the* Credit Agreements and its other arrangements with the Bank (collectively, the “**Events of Default**”), including as a result of the following:

- (i) the Borrower permitted two second-ranking mortgages and notice of assignment of rents to be registered against each of the Hartman Property and the John Street Property without the Bank’s prior written consent;



- (ii) the second-ranking mortgagees in respect of each of the Hartman Property and the John Street Property have taken enforcement steps in respect thereof, including pursuant to separate Notices of Sale Under Mortgage dated February 20, 2024 and January 18, 2024, respectively;
- (iii) Co-operators General Insurance Company has advised the Bank that the Borrower's insurance policy #4001331000 has been cancelled due to non-payment;
- (iv) it is a term of each of the Credit Agreements that a default by the Borrower under any other binding offer or agreement with the Bank constitutes a default under such Credit Agreement;
- (v) the Borrower has caused an authorized overdraft (the "**Overdraft**") of its commercial account with the Bank. The Overdraft, currently in the amount of \$74,641.90, has not been remedied, and the Bank has since frozen the account; and
- (vi) failing to make payments when due in respect of the Credit Facilities.

The relevant statutory periods under the Notices of Sale under Mortgage have expired.

The Bank's special loans group has sought to discuss the Defaults, including the Overdraft and the Notices of Sale under Mortgage with the Borrower on several occasions, including several times by phone over the past month, which calls went un-answered and un-retuned. No satisfactory response has been provided to the Bank in respect of remedying the Defaults, the Overdraft or the Notices of Sale under Mortgage.

As at April 11, 2024, the Borrower is indebted to the Bank in the total amount of \$8,295,498.37 (the "**Indebtedness**") as further set out in **Schedule "A"** hereto.

**On behalf of the Bank, we hereby demand payment of the Indebtedness, namely the sum of \$8,295,498.37, together with interest thereon and all costs, including all legal, consultant and other agent fees and disbursements, incurred by the Bank to the date of payment.**

In the event that you fail to pay the sum indicated, the Bank shall pursue its remedies against you and will take whatever steps it deems appropriate to seek repayment of the amounts set out herein.

We also enclose at this time a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (Canada) together with a Consent thereto. If you consent to the Bank enforcing its rights and remedies without further delay, please date and execute one copy of the Consent attached to the enclosed Notice of Intention to Enforce Security and return same to the undersigned by email forthwith.

**Please immediately contact Alexandre Cyr, Senior Manager, Special Loans at the Bank to discuss the repayment of the Credit Facilities.**

Yours truly,

**Thornton Grout Finnigan LLP**



Puya Fesharaki  
PJF

Encls.



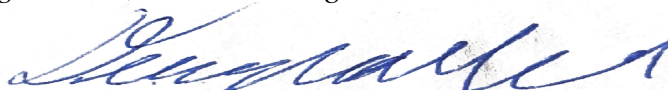
**Schedule “A”**

**Indebtedness of Commcache Asset Management Inc.  
to National Bank of Canada as at April 11, 2024**

<b>Facility</b>	<b>Total</b>
Mortgage # 4126967	<b>\$1,482,125.20</b>
Mortgage # 4163307	<b>\$1,725,430.82</b>
Mortgage # 4271068	<b>\$2,111,026.12</b>
Mortgage # 4219980	<b>\$2,887,509.29</b>
Unauthorized Overdraft	<b>\$74,641.90</b>
MasterCard Facility	<b>\$14,765.04</b>
<b>TOTAL</b>	<b><u>\$8,295,498.37</u></b>

E.&O.E.

This is Exhibit "O" referred to in the  
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the  
City of Montreal, in the Province of Quebec, before me at the  
City of Toronto, in the Province of Ontario,  
this 24th day of July, 2024 in accordance with  
*O. Reg. 431/20, Administering Oath or Declaration Remotely.*



A Commissioner for taking affidavits

**NOTICE OF INTENTION TO ENFORCE SECURITY  
PURSUANT TO SECTION 244 OF THE  
BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

**To: Commcache Asset Management Inc. (the “Company”)**

Take notice that:

1. National Bank of Canada (the “**Bank**”), a secured creditor, intends to enforce its security on the property of the Company described below:

- (a) all present and after-acquired real and personal property of the Borrower; and
- (b) all proceeds of the foregoing collateral.

2. The security that is to be enforced is in the form of:

- (a) a Charge/Mortgage in the principal amount of CAD \$1,818,000 registered on March 4, 2022 in the Land Registry Office for the Land Titles Division of Kent County (LRO #24) as Instrument No. CK203148, on title to the property municipally known as 199-215 John Street East, Blenheim, Ontario, N0P 1A0 (the “**Blenheim Property**”) and more specifically described as **PIN00927-0470 (LT): LOTS 5 AND 6, PART LOTS 9, 10 PLAN 104, PART PARK LOT 2 PLAN 105, DESIGNATED AS PART 1, 24R 5838; BLENHEIM;**
- (b) a Charge/Mortgage in the principal amount of CAD \$2,100,000 registered on June 22, 2021 in the Land Registry Office for the Land Titles Division of Sudbury (LRO #53) as Instrument No. SD424534, on title to the property municipally known as 45 Hartman Ave, Sudbury, Ontario P3C 4L8 (the “**Sudbury Property 1**”) and more specifically described as **PIN02135-0217 (LT): LT 60, BLK B PLAN 3SA CITY OF SUDBURY;**
- (c) a General Assignment of Rents and Leases dated June 22, 2021 registered on title to Sudbury Property 1 on June 22, 2021 as Instrument No. SD424535;
- (d) a General Security Agreement dated February 25, 2022;
- (e) a General Assignment of Rents and Leases dated March 4, 2022 registered on title to the Blenheim Property on March 4, 2022 as Instrument No. CK203149;
- (f) a General Security Agreement dated May 16, 2023;
- (g) a Charge/Mortgage in the principal amount of CAD \$2,460,000 registered on May 25, 2023 in the Land Registry Office for the Land Titles Division of Sudbury (LRO #53) as Instrument No. SD476145, on title to the property municipally known as 220-222 King Street, Sudbury, Ontario, P3C 2W1 (the “**Sudbury Property 2**”) and more specifically described as **PIN02131-0156 (LT): LTS 161 TO 163 PLAN 18SB CITY OF SUDBURY;**

- (h) a General Assignment of Rents and Leases dated May 25, 2023 registered on title to Sudbury Property 2 on May 25, 2023 as Instrument No. SD476146;
- (i) a General Security Agreement dated August 4, 2023;
- (j) a Charge/Mortgage in the principal amount of CAD \$3,240,000 registered on August 4, 2023 in the Land Registry Office for the Land Titles Division of Essex (LRO #12) as Instrument No. CE1146073, on title to the property municipally known as 800 Howard Avenue, Windsor, Ontario, N9A 1R9 (the “**Windsor Property**”) and more specifically described as **PIN 01167-0250 (LT): PT LOT 5 BLOCK D PLAN 134 WINDSOR AS IN R1401500; WINDSOR; and**
- (k) a General Assignment of Rents and Leases dated August 4, 2023 registered on title to the Windsor Property on August 4, 2023 as Instrument No. CE1146074,

(collectively, the “**Security**”).

3. As at June 17, 2024, the total amount of the indebtedness secured by the Security is \$8,424,023.68, plus interest accruing thereafter and costs incurred by or charged to the Bank.

4. The secured creditor will not have the right to enforce the security until the expiry of the 10-day period after this notice is sent, unless the Company consents to an earlier enforcement.

Dated at Toronto, Ontario, this 19th day of June, 2024.

**NATIONAL BANK OF CANADA**  
**by Thornton Grout Finnigan LLP, its solicitors herein**



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

Puya Fesharaki  
Email: [pfesharaki@tgf.ca](mailto:pfesharaki@tgf.ca)  
File no. 200-603

**CONSENT**

**TO: NATIONAL BANK OF CANADA** (the “**Bank**”)

**FROM: Commcache Asset Management Inc.** (the “**Company**”)

The Company acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Bank.

For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Company hereby consents to the immediate enforcement by the Bank of the security held by it from the Company, and for the same consideration waives completely all rights to any delay by or any further notice from the Bank with respect to the enforcement of the Bank’s security and the exercise of the other remedies of the Bank against the Company.

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

**COMMCACHE ASSET MANAGEMENT INC.**

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

Name:

Title:

I have the authority to bind the Company.



A304

A304

**NOTICE OF INTENTION TO ENFORCE SECURITY  
PURSUANT TO SECTION 244 OF THE  
BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

**To: Commcache Asset Management Inc. (the “Company”)**

Take notice that:

1. National Bank of Canada (the “**Bank**”), a secured creditor, intends to enforce its security on the property of the Company described below:

- (a) all present and after-acquired real and personal property of the Borrower; and
- (b) all proceeds of the foregoing collateral.

2. The security that is to be enforced is in the form of:

- (a) a Charge/Mortgage in the principal amount of CAD \$1,818,000 registered on March 4, 2022 in the Land Registry Office for the Land Titles Division of Kent County (LRO #24) as Instrument No. CK203148, on title to the property municipally known as 199-215 John Street East, Blenheim, Ontario, N0P 1A0 (the “**Blenheim Property**”) and more specifically described as **PIN00927-0470 (LT): LOTS 5 AND 6, PART LOTS 9, 10 PLAN 104, PART PARK LOT 2 PLAN 105, DESIGNATED AS PART 1, 24R 5838; BLENHEIM;**
- (b) a Charge/Mortgage in the principal amount of CAD \$2,100,000 registered on June 22, 2021 in the Land Registry Office for the Land Titles Division of Sudbury (LRO #53) as Instrument No. SD424534, on title to the property municipally known as 45 Hartman Ave, Sudbury, Ontario P3C 4L8 (the “**Sudbury Property 1**”) and more specifically described as **PIN02135-0217 (LT): LT 60, BLK B PLAN 3SA CITY OF SUDBURY;**
- (c) a General Assignment of Rents and Leases dated June 22, 2021 registered on title to Sudbury Property 1 on June 22, 2021 as Instrument No. SD424535;
- (d) a General Security Agreement dated February 25, 2022;
- (e) a General Assignment of Rents and Leases dated March 4, 2022 registered on title to the Blenheim Property on March 4, 2022 as Instrument No. CK203149;
- (f) a General Security Agreement dated May 16, 2023;
- (g) a Charge/Mortgage in the principal amount of CAD \$2,460,000 registered on May 25, 2023 in the Land Registry Office for the Land Titles Division of Sudbury (LRO #53) as Instrument No. SD476145, on title to the property municipally known as 220-222 King Street, Sudbury, Ontario, P3C 2W1 (the “**Sudbury Property 2**”) and more specifically described as **PIN02131-0156 (LT): LTS 161 TO 163 PLAN 18SB CITY OF SUDBURY;**

- (h) a General Assignment of Rents and Leases dated May 25, 2023 registered on title to Sudbury Property 2 on May 25, 2023 as Instrument No. SD476146;
- (i) a General Security Agreement dated August 4, 2023;
- (j) a Charge/Mortgage in the principal amount of CAD \$3,240,000 registered on August 4, 2023 in the Land Registry Office for the Land Titles Division of Essex (LRO #12) as Instrument No. CE1146073, on title to the property municipally known as 800 Howard Avenue, Windsor, Ontario, N9A 1R9 (the “**Windsor Property**”) and more specifically described as **PIN 01167-0250 (LT): PT LOT 5 BLOCK D PLAN 134 WINDSOR AS IN R1401500; WINDSOR;** and
- (k) a General Assignment of Rents and Leases dated August 4, 2023 registered on title to the Windsor Property on August 4, 2023 as Instrument No. CE1146074,

(collectively, the “**Security**”).

3. As at April 11, 2024, the total amount of the indebtedness secured by the Security is \$8,295,498.37 (the “**Indebtedness**”), plus interest accruing thereafter and costs incurred by or charged to the Bank.

4. The secured creditor will not have the right to enforce the security until the expiry of the 10-day period after this notice is sent, unless the Company consents to an earlier enforcement.

Dated at Toronto, Ontario, this 12<sup>th</sup> day of April, 2024.

**NATIONAL BANK OF CANADA**  
**by Thornton Grout Finnigan LLP, its solicitors herein**



Per:

\_\_\_\_\_  
Puya Fesharaki  
Email: [pfesharaki@tgf.ca](mailto:pfesharaki@tgf.ca)  
File no. 200-603



**CONSENT**

**TO: NATIONAL BANK OF CANADA** (the “**Bank**”)

**FROM: Commcache Asset Management Inc.** (the “**Company**”)

The Company acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Bank.

For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Company hereby consents to the immediate enforcement by the Bank of the security held by it from the Company, and for the same consideration waives completely all rights to any delay by or any further notice from the Bank with respect to the enforcement of the Bank’s security and the exercise of the other remedies of the Bank against the Company.

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

**COMMCACHE ASSET MANAGEMENT INC.**

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

Name:

Title:

I have the authority to bind the Company.

This is Exhibit "P" referred to in the  
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the  
City of Montreal, in the Province of Quebec, before me at the  
City of Toronto, in the Province of Ontario,  
this 24th day of July, 2024 in accordance with  
*O. Reg. 431/20, Administering Oath or Declaration Remotely.*



---

A Commissioner for taking affidavits



June 19, 2024

**VIA EMAIL AND COURIER**

52 Lacroix Inc.  
3665 Maple Grove Road,  
Innisfil, ON L9S 3B1

**Attention: Benjamin Oakes,  
Director & Officer**

Dear Sir:

**Re: Indebtedness of 52 Lacroix Inc. (the “Borrower”) to National Bank of Canada (the “Bank”)**

We are the solicitors for the Bank, a secured creditor of the Borrower, with respect to the above-noted matter.

We refer to the credit facility made available by the Bank to the Borrower (the “**Credit Facility**”), including the following mortgage facility (the Borrower’s various agreements with the Bank, including the Offers of a Term Loan secured by Mortgage collectively, the “**Credit Agreement**”):

- (i) the demand \$580,000 mortgage facility in respect of the property municipally known as 52 Lacroix Street, Chatham-Kent, Ontario, N7M 2T6.

The Borrower is in default of the terms of the Credit Agreement and its other arrangements with the Bank, including by failing to make payments of principal and interest when due in respect of the Credit Facility (collectively, the “**Events of Default**”).

The Bank’s special loans group has sought to discuss the Events of Default with the Borrower on several occasions. To date, the Borrower has not provided the Bank with any documentation or explanation regarding the Events of Default and the Borrower.

No satisfactory response has been provided to the Bank in respect of remedying the Events of Default.

As at June 17, 2024, the Borrower is indebted to the Bank in the total amount of \$395,935.58 (the “**Indebtedness**”) as further set out in **Schedule “A”** hereto.

**On behalf of the Bank, we hereby demand payment of the Indebtedness, namely the sum of \$395,935.58, together with interest thereon and all costs, including all legal, consultant and other agent fees and disbursements, incurred by the Bank to the date of payment.**

In the event that you fail to pay the sum indicated, the Bank shall pursue its remedies against you and will take whatever steps it deems appropriate to seek repayment of the amounts set out herein.

We also enclose at this time a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (Canada) together with a Consent thereto. If you consent to the Bank enforcing its rights and remedies without further delay, please date and execute one copy of the Consent attached to the enclosed Notice of Intention to Enforce Security and return same to the undersigned by email forthwith.

**Please immediately contact Alexandre Cyr, Senior Manager, Special Loans at the Bank to discuss the repayment of the Credit Facility.**

Yours truly,

**Thornton Grout Finnigan LLP**



Puya Fesharaki  
PJF

Encls.

**Schedule “A”**

**Indebtedness of 52 Lacroix Inc.  
to National Bank of Canada as at June 17, 2024**

<b>Facility</b>	<b>Total</b>
Mortgage # 4118506	<b>\$395,935.58</b>
<b>TOTAL</b>	<b><u>\$395,935.58</u></b>

E.&O.E.

This is Exhibit "Q" referred to in the  
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the  
City of Montreal, in the Province of Quebec, before me at the  
City of Toronto, in the Province of Ontario,  
this 24th day of July, 2024 in accordance with  
*O. Reg. 431/20, Administering Oath or Declaration Remotely.*



---

A Commissioner for taking affidavits

**NOTICE OF INTENTION TO ENFORCE SECURITY  
PURSUANT TO SECTION 244 OF THE  
BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

**To: 52 Lacroix Inc. (the “Company”)**

Take notice that:

1. National Bank of Canada (the “**Bank**”), a secured creditor, intends to enforce its security on the property of the Company described below:

(a) the property municipally known as 52 Lacroix Street, Chatham-Kent, Ontario, N7M 2T6; and

(b) all proceeds of the foregoing collateral.

2. The security that is to be enforced is in the form of:

(a) a Charge/Mortgage in the principal amount of CAD \$580,000 registered on January 7, 2021 in Land Registry Office #24 as Instrument No. CK182635, on title to the property municipally known as 52 Lacroix Street, Chatham-Kent, Ontario, N7M 2T6 (the “**Lacroix Property**”) and more specifically described as **PIN 00522 – 0134 (LT): LT 8 PL 244; CHATHAM-KENT; and**

(b) a General Assignment of Rents and Leases dated January 7, 2021 registered on title to the Lacroix Property on January 7, 2021 as Instrument No. CK182636.

(collectively, the “**Security**”).

3. As at June 17, 2024, the total amount of the indebtedness secured by the Security is \$395,935.58, plus interest accruing thereafter and costs incurred by or charged to the Bank.

4. The secured creditor will not have the right to enforce the security until the expiry of the 10-day period after this notice is sent, unless the Company consents to an earlier enforcement.

Dated at Toronto, Ontario, this 19th day of June, 2024.

**NATIONAL BANK OF CANADA  
by Thornton Grout Finnigan LLP, its solicitors herein**



Per:

\_\_\_\_\_  
Puya Fesharaki  
Email: [pfesharaki@tgf.ca](mailto:pfesharaki@tgf.ca)



**CONSENT**

**TO: NATIONAL BANK OF CANADA** (the “**Bank**”)

**FROM: 52 Lacroix Inc.** (the “**Company**”)

The Company acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Bank.

For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Company hereby consents to the immediate enforcement by the Bank of the security held by it from the Company, and for the same consideration waives completely all rights to any delay by or any further notice from the Bank with respect to the enforcement of the Bank’s security and the exercise of the other remedies of the Bank against the Company.

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

**52 LACROIX INC.**

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

Name:

Title:

I have the authority to bind the Company.

This is Exhibit "R" referred to in the  
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the  
City of Montreal, in the Province of Quebec, before me at the  
City of Toronto, in the Province of Ontario,  
this 24th day of July, 2024 in accordance with  
*O. Reg. 431/20, Administering Oath or Declaration Remotely.*



---

A Commissioner for taking affidavits

**Derek Harland**

---

**From:** Cyr, Alexandre <alexandre.cyr@bnc.ca>  
**Sent:** April 25, 2024 4:16 PM  
**To:** Ben Oakes (boakes@dominionlending.ca)  
**Cc:** Derek Harland  
**Subject:** [EXTERNAL]Demand on loans

Dear Mr. Oakes,

*We have made several attempts to get on a call and/or team meeting with you, the latest scheduled this morning at 11h30am for which you did not show up. You also represented on several e-mails sent to me that you would regulate the arrear payments on the mortgage loans and cover the bank account overdraft, none of which has been done so far. At this point, and since you already received through NBC's counsel (Thornton Grout Finnigan) demand letters, we kindly request that you direct further communications to NBC's counsel and also recommend that you retain counsel on your part as well.*

***We have serious and increasing concerns about the debtor's operations and lack of transparency. The Bank expressly reserves all of rights and remedies pursuant to the loan and security documentation provided to it by the debtor, including seeking Court-ordered remedies.***

Kindly

Alexandre Cyr

Directeur Principal – Unité d'intervention / Senior Manager – Special Loans

**IMPACT  POSITIF**

Bur. 514-412-8247

Cell. 438-470-4982

Courriel [alexandre.cyr@bnc.ca](mailto:alexandre.cyr@bnc.ca)

800, rue St-Jacques, 25<sup>e</sup> étage  
Montréal (Québec) H3C 1A3

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This is Exhibit "S" referred to in the  
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the  
City of Montreal, in the Province of Quebec, before me at the  
City of Toronto, in the Province of Ontario,  
this 24th day of July, 2024 in accordance with  
*O. Reg. 431/20, Administering Oath or Declaration Remotely.*



A Commissioner for taking affidavits

**Derek Harland**

---

**From:** Cyr, Alexandre <alexandre.cyr@bnc.ca>  
**Sent:** April 29, 2024 4:36 PM  
**To:** Ben Oakes (boakes@dominionlending.ca)  
**Cc:** Puya Fesharaki; Derek Harland; Lugo, Julio  
**Subject:** [EXTERNAL]Amounts owed / arrears  
**Attachments:** RE: Demand on loans

Dear Mr. Oakes

As per our phone discussion, the arrears are as follow:

- 1) Mort. #4126967: \$21,543.25
- 2) Mort. #4271068: \$18,505.35
- 3) Mort. #4219980: \$25,447.78
- 4) Mort. #4163307: \$1,730,227.38

Note that the term for 4) expired on March 15 hence the entire amount being classified as in arrears. I will have to get back to you as to the amount that would be in arrears should the mortgage not being termed out would have been.

The Bank account for Commcache is also overdrawn by -\$74,641.90\$.

The 52 Lacroix loan doesn't present any arrears at this time.

Other than the full amount of 4) and subject of me getting back to you on the amount that would be needed to regulate that loan, it is understood you told me that all arrears and overdrafts will be regulated within the next 2 weeks and no later than May 10, 2024, while I will be working on a forbearance agreement in which NBC would give you until July 31 to get refinanced and fully repay all the credits in both Commcache and 52 Lacroix barring some conditions amongst which the maintenance of the monthly payments on all loans will be required.

I will have discuss the terms of a forbearance with our Counsel and get back to you by the end of the week.

Regards

*Alexandre Cyr*

Directeur Principal – Unité d'intervention / Senior Manager – Special Loans

**IMPACT  POSITIF**

Bur. 514-412-8247

Cell. 438-470-4982

Courrie [alexandre.cyr@bnc.ca](mailto:alexandre.cyr@bnc.ca)

800, rue St-Jacques, 25<sup>e</sup> étage  
 Montréal (Québec) H3C 1A3



This is Exhibit "T" referred to in the  
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the  
City of Montreal, in the Province of Quebec, before me at the  
City of Toronto, in the Province of Ontario,  
this 24th day of July, 2024 in accordance with  
*O. Reg. 431/20, Administering Oath or Declaration Remotely.*



---

A Commissioner for taking affidavits

**Derek Harland**

---

**From:** Cyr, Alexandre <alexandre.cyr@bnc.ca>  
**Sent:** May 13, 2024 8:09 AM  
**To:** Ben Oakes (boakes@dominionlending.ca)  
**Cc:** Puya Fesharaki; Derek Harland; Lugo, Julio  
**Subject:** [EXTERNAL]RE: Amounts owed / arrears

Mr. Oaks,

Please note that in my e-mail below, date should have read Friday May 10 2024 rather than Friday April 10, 2024.

Thank you

*Alexandre Cyr*

Directeur Principal – Unité d'intervention / Senior Manager – Special Loans

**IMPACT POSITIF**

Bur. 514-412-8247

Cell. 438-470-4982

Courrie [alexandre.cyr@bnc.ca](mailto:alexandre.cyr@bnc.ca)

800, rue St-Jacques, 25<sup>e</sup> étage  
Montréal (Québec) H3C 1A3

---

**From:** Cyr, Alexandre  
**Sent:** Monday, May 13, 2024 6:38 AM  
**To:** Ben Oakes (boakes@dominionlending.ca) <boakes@dominionlending.ca>  
**Cc:** Puya Fesharaki <PFesharaki@tgf.ca>; Derek Harland <DHarland@tgf.ca>; Lugo, Julio <julio.lugo@bnc.ca>  
**Subject:** RE: Amounts owed / arrears

Mr. Oaks,

Over our last conversation on April 29 and the e-mail I sent you below following that discussion (see below), you mentioned that you would bring the payments on all loans and regulate the bank account overdraft before last Friday April 10 2024.

As of today, we haven't received any payment nor any news from you.

Please be advised that if the situation is not regulated by 4pm today, the Bank will instruct its legal counsel to act on its guarantees and securities.

Regards

*Alexandre Cyr*

**IMPACT POSITIF**

Bur. 514-412-8247

Cell. 438-470-4982

Courriel [alexandre.cyr@bnc.ca](mailto:alexandre.cyr@bnc.ca)

800, rue St-Jacques, 25<sup>e</sup> étage

Montréal (Québec) H3C 1A3

---

**From:** Cyr, Alexandre

**Sent:** Monday, April 29, 2024 4:36 PM

**To:** Ben Oakes ([boakes@dominionlending.ca](mailto:boakes@dominionlending.ca)) <[boakes@dominionlending.ca](mailto:boakes@dominionlending.ca)>

**Cc:** Puya Fesharaki <[PFesharaki@tgf.ca](mailto:PFesharaki@tgf.ca)>; Derek Harland <[DHarland@tgf.ca](mailto:DHarland@tgf.ca)>; Lugo, Julio <[julio.lugo@bnc.ca](mailto:julio.lugo@bnc.ca)>

**Subject:** Amounts owed / arrears

Dear Mr. Oakes

As per our phone discussion, the arrears are as follow:

- |                    |                |
|--------------------|----------------|
| 1) Mort. #4126967: | \$21,543.25    |
| 2) Mort. #4271068: | \$18,505.35    |
| 3) Mort. #4219980: | \$25,447.78    |
| 4) Mort. #4163307: | \$1,730,227.38 |

Note that the term for 4) expired on March 15 hence the entire amount being classified as in arrears. I will have to get back to you as to the amount that would be in arrears should the mortgage not being termed out would have been.

The Bank account for Commcache is also overdrawn by -\$74,641.90\$.

The 52 Lacroix loan doesn't present any arrears at this time.

Other than the full amount of 4) and subject of me getting back to you on the amount that would be needed to regulate that loan, it is understood you told me that all arrears and overdrafts will be regulated within the next 2 weeks and no later than May 10, 2024, while I will be working on a forbearance agreement in which NBC would give you until July 31 to get refinanced and fully repay all the credits in both Commcache and 52 Lacroix barring some conditions amongst which the maintenance of the monthly payments on all loans will be required.

I will have discuss the terms of a forbearance with our Counsel and get back to you by the end of the week.

Regards

*Alexandre Cyr*

Directeur Principal – Unité d'intervention / Senior Manager – Special Loans

**IMPACT POSITIF**

Bur. 514-412-8247

Cell. 438-470-4982

Courriel [alexandre.cyr@bnc.ca](mailto:alexandre.cyr@bnc.ca)

800, rue St-Jacques, 25<sup>e</sup> étage  
Montréal (Québec) H3C 1A3

A322

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A322

This is Exhibit "U" referred to in the  
Affidavit of Alexandre Cyr sworn by Alexandre Cyr of the  
City of Montreal, in the Province of Quebec, before me at the  
City of Toronto, in the Province of Ontario,  
this 24th day of July, 2024 in accordance with  
*O. Reg. 431/20, Administering Oath or Declaration Remotely.*



---

A Commissioner for taking affidavits



Court File No. CV-24-00723897-00CL

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

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

**NATIONAL BANK OF CANADA**

Applicant

- and -

**COMMCACHE ASSET MANAGEMENT INC. and 52 LACROIX INC.**

Respondents

**CONSENT**

**BDO Canada Limited** (“**BDO**”) hereby consents to act as the court-appointed receiver and manager, without security, of Commcache Asset Management Inc. and 52 Lacroix Inc. pursuant to the terms of an order substantially in the form attached to the application record of the Applicant, as such order may be amended in a manner satisfactory to BDO.

Dated at Toronto, Ontario, this 22nd day of July, 2024.

**BDO CANADA LIMITED**



Per:

Name: Josie Parisi, CPA, CA, CBV, CIRP, LIT

Title: Senior Vice President

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended A325

NATIONAL BANK OF CANADA  
Applicant

-AND-

COMMCACHE ASSET MANAGEMENT INC. et al  
Respondents

Court File No.: CV-24-00723897-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
Proceedings commenced at Toronto, Ontario

**CONSENT TO ACT**

**THORNTON GROUT FINNIGAN LLP**  
TD West Tower, Toronto-Dominion Centre  
100 Wellington Street West, Suite 3200  
Toronto, ON M5K 1K7  
Tel: (416) 304-1616

**Puya Fesharaki** (LSO# 70588L)  
Email: pfesharaki@tgf.ca

**Derek Harland** (LSO #79504N)  
Email: dharland@tgf.ca

Lawyers for the Applicant,  
National Bank of Canada

A326

**-AND-**

## Respondents

Court File No.: CV-24-00723897-00CL

# ONTARIO

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

Proceedings commenced at Toronto, Ontario

## AFFIDAVIT OF ALEXANDRE CYR

**(Sworn July 24, 2024)**

**THORNTON GROUT FINNIGAN LLP**

TD West Tower, Toronto-Dominion Centre  
100 Wellington Street West, Suite 3200  
Toronto, ON M5K 1K7  
Tel: (416) 304-1616

**Puya Fesharaki (LSO# 70588L)**

Email: pfesharaki@tgf.ca

**Derek Harland (LSO #79504N)**

Email: dharland@tgf.ca

Lawyers for the Applicant,

National Bank of Canada

# TAB 3

Court File No.: CV-24-00723897-00CL

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

THE HONOURABLE	)	WEDNESDAY, THE 14 <sup>th</sup>
	)	
JUSTICE CAVANAGH	)	DAY OF AUGUST, 2024

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,  
and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3,  
as amended*

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

**NATIONAL BANK OF CANADA**

Applicant

**COMMCACHE ASSET MANAGEMENT INC. and 52 LACROIX INC.**

Respondents

**RECEIVERSHIP ORDER**

**THIS APPLICATION** made by the Applicant for an Order, *inter alia*, pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing BDO Canada Limited (“**BDO**”) as receiver (in such capacity, the “**Receiver**”) without security, over the Commcache Property (as defined below) of Commcache Asset Management Inc. (“**Commcache**”) and the 52 Lacroix Property (as defined below) of 52 Lacroix Inc. (“**52 Lacroix**” and together with Commcache, the “**Debtors**”), was heard this day via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

**ON READING** the Affidavit of Alexandre Cyr sworn July 23, 2024 (the “**Cyr Affidavit**”), and on hearing the submissions of counsel for the Applicant, the proposed Receiver and such other parties listed on the Participant Information Form, no one appearing for any other



party although duly served as appears from the affidavit of service sworn and filed, and on reading the consent of BDO to act as the Receiver,

### **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

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

### **APPOINTMENT**

3. **THIS COURT ORDERS** that pursuant to subsection 243(1) of the BIA and section 101 of the CJA, BDO is hereby appointed Receiver, without security, of (i) the real property owned by Commcache more particularly described at Schedule “A” (the “**Commcache Real Property**”) and the property, assets and undertakings of Commcache located on, arising from or used in connection with the ownership, operation, management, enjoyment, development or use of the Commcache Real Property (together with the Commcache Real Property, the “**Commcache Property**”), and (ii) the real property owned by 52 Lacroix more particularly described at Schedule “B”, together with all buildings, structures, and improvements located on such lands, and all fixtures, rents and all other appurtenances thereto (the “**52 Lacroix Property**” and together with the Commcache Property, the “**Property**”).

### **RECEIVER’S POWERS**

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, including but not limited to any rents collected from tenants;

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of the Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to the extent permitted by this Order and subject to the availability of any funding provided to the Receiver, to manage, operate, and carry on the business of the Debtors, or any of them, in connection with the Property, including the powers to enter into any agreements or incur any obligations in the ordinary course of business in connection with the Property, cease to carry on all or any part of the business of the Debtors in connection with the Property, or any of them, or cease to perform or disclaim any contracts of any of the Debtors in respect of the Property;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors, or any of them, in connection with the Property or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors in connection with the Property;

- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors (as such proceedings relate to the Property or any portion thereof), the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$2,500,000;
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
  - (iii) and in each case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof,

free and clear of any liens or encumbrances affecting the Property or any part or parts thereof;

- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof, for and on behalf of and, if thought desirable by the Receiver, in the name of any of the Debtors;
- (p) to take steps and actions necessary to maintain or prepare the Property for realization, including arranging for any repairs and maintenance as necessary;
- (q) to secure the Property to protect it from vandalism, theft and damage;
- (r) to assign the Debtors, or any of them, into bankruptcy, and to act as trustee in bankruptcy, pursuant to the BIA;
- (s) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors;
- (t) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations, including opening any mail or other correspondence addressed to any of the Debtors,

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

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

5. **THIS COURT ORDERS** that: (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, advisors, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any of the Property in each such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

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

7. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully



copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

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

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

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

#### **NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

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

## **NO EXERCISE OF RIGHTS OR REMEDIES**

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

## **NO INTERFERENCE WITH THE RECEIVER**

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

## **CONTINUATION OF SERVICES**

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

## RECEIVER TO HOLD FUNDS

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

## EMPLOYEES

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

## PIPEDA

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

information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

17. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER’S LIABILITY**

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

## RECEIVER'S ACCOUNTS

19. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

## FUNDING OF THE RECEIVERSHIP

22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures (the "**Receiver's Borrowings**"). The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the



"**Receiver's Borrowings Charge**") as security for the payment of the Receiver's Borrowings, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

24. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "C" hereto (the "**Receiver's Certificates**") for the Receiver's Borrowings pursuant to this Order.

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

#### **SERVICE AND NOTICE**

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

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

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

#### **GENERAL**

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

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

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

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

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

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

#### **REGISTRATION ON TITLE**

35. **THIS COURT ORDERS AND DIRECTS** that, as soon as practicable, the Land Registry Office for the Land Titles Division of Kent County (LRO #24), the Land Registry Office for the Land Titles Division of Sudbury (LRO #53) and the Land Registry Office for the Land Titles Division of Essex (LRO #12), as applicable, accept this Order for registration on title to the real property described in Schedules "A" and "B" hereto.

**SCHEDULE “A”  
COMMCACHE REAL PROPERTY**

**PIN02135-0217 (LT):** LT 60, BLK B PLAN 3SA CITY OF SUDBURY, municipally known as 45 Hartman Ave, Sudbury, Ontario;

**PIN00927-0470 (LT):** LOTS 5 AND 6, PART LOTS 9, 10 PLAN 104, PART PARK LOT 2 PLAN 105, DESIGNATED AS PART 1, 24R 5838; BLENHEIM, municipally known as 199-215 John Street East, Blenheim, Ontario;

**PIN02131-0156 (LT):** LTS 161 TO 163 PLAN 18SB CITY OF SUDBURY, municipally known as 220-222 King Street, Sudbury, Ontario; and

**PIN01167-0250 (LT):** PT LOT 5 BLOCK D PLAN 134 WINDSOR AS IN R1401500; WINDSOR, municipally known as 800 Howard Avenue, Windsor, Ontario.

**SCHEDULE “B”  
52 LACROIX REAL PROPERTY**

**PIN00522–0134 (LT):** LT 8 PL 244; CHATHAM-KENT, municipally known as 52 Lacroix Street, Chatham, Ontario.



**SCHEDULE "C"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. **THIS IS TO CERTIFY** that BDO Canada Limited, the receiver (in such capacity, the "**Receiver**"), without security, of certain property of Commcache Asset Management Inc. and 52 Lacroix Inc. (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 14th day of August, 2024 (the "**Order**") made in an action having Court file number CV-24-00723897-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the \_\_\_\_ day of \_\_\_\_\_, 2024.

**BDO Canada Limited**, solely in its capacity as  
Receiver of the Property, and not in its personal  
or corporate capacity

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

Name:

Title:

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended A346

NATIONAL BANK OF CANADA  
Applicant

-AND-

COMMCACHE ASSET MANAGEMENT INC. et al  
Respondents

Court File No.: CV-24-00723897-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
Proceedings commenced at Toronto, Ontario

RECEIVERSHIP ORDER

THORNTON GROUT FINNIGAN LLP  
TD West Tower, Toronto-Dominion Centre  
100 Wellington Street West, Suite 3200  
Toronto, ON M5K 1K7  
Tel: (416) 304-1616

Puya Fesharaki (LSO# 70588L)  
Email: pfesharaki@tgf.ca

Derek Harland (LSO #79504N)  
Email: dharland@tgf.ca

Lawyers for the Applicant,  
National Bank of Canada

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended A347

NATIONAL BANK OF CANADA  
Applicant

-AND-

COMMCACHE ASSET MANAGEMENT INC. et al  
Respondents

Court File No.: CV-24-00723897-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
Proceedings commenced at Toronto, Ontario

**RECEIVERSHIP ORDER**

**THORNTON GROUT FINNIGAN LLP**  
TD West Tower, Toronto-Dominion Centre  
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Toronto, ON M5K 1K7  
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**Puya Fesharaki** (LSO# 70588L)  
Email: pfesharaki@tgf.ca

**Derek Harland** (LSO #79504N)  
Email: dharland@tgf.ca

Lawyers for the Applicant,  
National Bank of Canada

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended* **A348**

**NATIONAL BANK OF CANADA**

- and -

**COMMCACHE ASSET MANAGEMENT INC. and  
52 LACROIX INC.**

Applicant

Respondents

Court File No.

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

Proceedings commenced at Toronto, Ontario

**APPLICATION RECORD**

**Thornton Grout Finnigan LLP**  
TD West Tower, Toronto-Dominion Centre  
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Toronto, ON M5K 1K7  
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Lawyers for the Applicant,  
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**A348**